

2015 – 2017
UNIFORM COLLECTIVE AGREEMENT

BETWEEN

**SAUGEEN SHORES POLICE
SERVICES BOARD**

AND

**SAUGEEN SHORES POLICE
ASSOCIATION**



THIS AGREEMENT made in quadruplicate based on the Memorandum of Settlement signed the 29th day of October, 2015

BETWEEN:

THE SAUGEEN SHORES POLICE SERVICES BOARD

HEREINAFTER CALLED the "BOARD" of the first part

AND

THE SAUGEEN SHORES POLICE ASSOCIATION

HEREINAFTER CALLED the "ASSOCIATION" of the second part.

WHEREAS under the provision of Section 119 of the Police Services Act, Statutes of Ontario 1990, Chapter 10 and amendments hereto, the Association has submitted in writing, its proposals to amendments, alterations and additions to the Agreement between the Police Services Board and the Association and the Board has pursuant thereto bargained in good faith with a bargaining committee as therein set for the purpose of making an agreement in writing, defining, determining and providing for remuneration, pension, sick leave credit gratuities, grievance procedures or working conditions of the members of the Police Services of the Saugeen Shores Police Service other than the Chief of Police or Senior Officers and;

WHEREAS the said parties hereto have agreed as hereinafter set forth:

THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the present and mutual covenants herein contained, the said parties thereto do hereby covenant and agree each with the other as follows:

INDEX

ARTICLE 1 – DEFINITIONS	1
ARTICLE 2 – RECOGNITION	1
ARTICLE 3 – MANAGEMENT RIGHTS	1
ARTICLE 4 – ASSOCIATION RIGHTS.....	2
ARTICLE 5 – DURATION OF AGREEMENT	3
ARTICLE 6 – PROMOTION	3
ARTICLE 7 – SALARIES	3
ARTICLE 8 – HOURS OF WORK	5
ARTICLE 9 – OVERTIME.....	6
ARTICLE 10 – VACATIONS AND HOLIDAYS	7
ARTICLE 11 – INSURANCE AND PENSION.....	8
ARTICLE 12 – CLOTHING.....	11
ARTICLE 13 – EVENING DUTY.....	12
ARTICLE 14 – PRISONER ESCORT.....	12
ARTICLE 15 – RETIREMENT	13
ARTICLE 16 – EXPENSE ACCOUNT FOR MEALS	13
ARTICLE 17 – AMMUNITION	14
ARTICLE 18 – ALLOWANCES.....	14
ARTICLE 19 – TRAINING ALLOWANCES.....	15
ARTICLE 20 – COMPASSIONATE LEAVE.....	15
ARTICLE 20A – MATERNITY LEAVE AND PARENTAL LEAVE	15
ARTICLE 21 – DISCRETIONARY LEAVE.....	17
ARTICLE 22 – GRIEVANCE PROCEDURE.....	17
ARTICLE 23 – ARBITRATION	18
ARTICLE 24 – SENIORITY (LAYOFF AND RECALL).....	19
ARTICLE 25 – LEGAL INDEMNIFICATION	19
ARTICLE 26 – LETTERS OF UNDERSTANDING	22
ARTICLE 27 – REPEAL OF PREVIOUS AGREEMENTS	22
ARTICLE 28 – REMUNERATION SCHEDULE	23
SCHEDULE “A” – PART-TIME CONSTABLES	24

ARTICLE 1 – DEFINITIONS

In this Agreement:

- 1.1
- a) "Association" means the Saugeen Shores Police Association.
 - b) "Board" means the Saugeen Shores Police Service Board.
 - c) "Chief of Police" means the Chief of Police of the Saugeen Shores Police Service.
 - d) "Member" means a member of the Saugeen Shores Police Service other than a Chief of Police or Senior Officer.
 - e) "Senior Officer" means a member of the Saugeen Shores Police Service who has the rank of Inspector or higher.
 - f) "Service" means the Saugeen Shores Police Service.
 - g) "Court" shall be defined as any judicial proceeding, inquiry, tribunal or hearing established under a federal or provincial statute where a member is required to attend due to the performance of his duties as a police officer.
- 1.2 In this agreement words importing male persons include female persons, words in the singular include the plural and words in the plural include the singular, as the context requires.

ARTICLE 2 – RECOGNITION

The Board recognizes the Association Bargaining Committee as the exclusive bargaining agent for all members of the Service save and except the Chief, those members of the Service covered by a separate agreement between the Board and an Association composed of Senior Officers of the Service pursuant to Section 118 (2) of the Police Services Act 1990, as amended.

ARTICLE 3 – MANAGEMENT RIGHTS

The Association and its members recognize and acknowledge that, subject to the provisions of the Police Services Act, R.S.O. 1990, and regulations thereto, it is the exclusive function of the Board to:

- a) maintain order, discipline and efficiency
- b) hire, discharge, direct, classify, transfer, promote, demote, and suspend or otherwise discipline any member of the Service provided that a claim of discriminatory promotion, demotion or transfer or claim that a Member has been discharged or disciplined without a reasonable cause, may be the subject to grievance
- c) generally to supervise and administer the affairs of the Saugeen Shores Police Service

ARTICLE 4 – ASSOCIATION RIGHTS

- 4.1 a). Except as provided in the Police Services Act, every member of the Service, as a condition of employment, if already a Member of the Association, shall remain a Member in good standing, and if not an Association Member, shall become one within thirty (30) days after the signing of this Agreement and shall remain a member in good standing.
- b) Every new member of the Service shall, as a condition of employment, become and remain a Member of the Association in good standing within thirty (30) days of joining the Service.
- 4.2 The Board agrees to deduct an amount equivalent to Association dues and other amounts duly authorized by the Association from the regular pay of each member and at the second pay day of each month after making such deductions, pay the sum so deducted to the Association.
- 4.3 The Board shall, when remitting such dues and other amounts, provide the Association with the names, addresses and classifications of the members from whose pay such deductions have been made.
- 4.4 The Association shall provide the Board with a true copy of the Constitution and By-laws of the Association and any amendments thereto authorizing such dues and amounts.
- 4.5 The Board agrees that there will be no discrimination, restraint, interference or coercion exercised or practiced, directly or indirectly, by any of its representatives against any member in respect of that member's employment because of his membership or activity in the Association.
- 4.6 The Board shall grant per annum up to a total of fourteen (14) working days leave without loss of pay to members of the Association who, when scheduled for duty, are required to attend Association business. Association business to include attendance at Association conferences, grievance or arbitration procedures, training seminars or negotiation meetings with the Board.
- 4.7 A member's locker shall not be searched or inspected unless the member is present.
- 4.8 Any unfavourable entry or notation made in a member's employment record shall be brought to the member's attention promptly and shall be expunged after two (2) years unless a further such entry or notation is made, in which case the entry or notation shall remain in the file until two (2) full years have passed without further unfavourable entry or notation. The above does not apply to notations to a member's annual performance appraisal.
- 4.9 Records and references pertaining to the investigation and final disposition of a misconduct or unsatisfactory work performance under Section 74 of The Police Services Act, shall be expunged from the member's employment record and any other departmental record, except Officer notebook entries five (5) years after the

date of conviction, if during that time no other entries concerning misconduct or unsatisfactory work performance have been made in the record. Records kept beyond five years for MacNeil disclosure purposes will be utilized only for that purpose.

- 4.10 Notwithstanding the provisions of 4.8 and 4.9, no record of misconduct shall appear in a member's file unless the member is found guilty under the provisions of Section 74 of The Police Services Act or in accordance with the provisions of Section 64(5) of The Police Services Act.
- 4.11 Each member is entitled to review his file prior to being counselled and on special request not to exceed twice per year, and to receive a copy of any document in the file.

ARTICLE 5 – DURATION OF AGREEMENT

This Agreement shall be effective from and including the 1st day of January 2015 and including the 31st day of December 2017 and shall continue thereafter until the effective date of a notice of termination hereinafter referred to. A notice in writing may be given by either party at any time terminating this Agreement or any part thereof upon a date specified therein, provided that such date of termination is at least ninety (90) days after the giving of the notice and is not earlier than January 1, 2018.

ARTICLE 6 – PROMOTION

- 6.1 Members are eligible for promotion on the recommendation of the Chief of Police and the approval of the Board as follows:
- 6.2 Reclassification
- a) Constable Second Class shall be eligible for First Class rating after serving as Constable Second Class for one year.
 - b) Constable Third Class shall be eligible for Second Class rating after serving as Constable Third Class for one year.
 - c) Constable Fourth Class shall be eligible for Third Class rating after serving as Constable Fourth Class for one year.

Any advancement to the next higher class may be delayed by an unsatisfactory evaluation.

ARTICLE 7 – SALARIES

- 7.1 The Board shall pay each member the salary set out in Article 28 herein.
- 7.2 The Board shall provide with each member's individual pay, an itemized statement of salary overtime and other supplementary pay and deductions.

- 7.3 The Board shall make every reasonable attempt to have each individual direct deposit available to each member no later than 1700 hours on pay day.
- 7.4 The Board shall not make any deduction from a member's salary unless authorized by statute, court order, arbitration or this Agreement.
- 7.5 A Police Officer designated by the Chief of Police to perform the duties of a higher rank shall receive, in addition to regular wages per day, the following:

Acting Sergeant – 10% above 1st Class Constable
 Acting Inspector – 10% above Sergeant
 Acting Chief – 15% above Sergeant

The above premium will be paid for full days only.

Officers shall not be appointed to an Acting position on regularly scheduled days off.

- 7.6 The Police Services Board/Chief of Police will review any acting position which may continue beyond five (5) weeks and determine whether the Officer in the position should receive the rate of pay for the higher rank for the acting period which extends beyond five (5) weeks.

7.7 Uniform Experience Pay

Effective January 1, 2008, each uniform member shall receive Experience Pay as follows:

Per Cent	Completed Years
3	8
6	17
9	23

- 7.8 To be eligible for Uniform Experience Pay, an officer shall meet the following criteria:
 - a) Have attained the rank of First Class Constable, or above, and
 - b) Have attained the years of consecutive, unbroken full-time service as a sworn Police Officer with the Board or a Board replaced by this Board, and
 - c) Effective January 1, 2009, members who, prior to joining this service, had consecutive, unbroken full-time service as a sworn Police Officer with another Police Service in Ontario recognized by the Ontario Police College may utilize this experience in calculating completed years in 7.7 provided that the time elapsed between the last day of employment with former Service and beginning employment with this Board did not exceed (ninety) 90 days.

- d) Experience Pay re-classification will commence on the anniversary date that the member attains the requisite service for each level of the Experience Pay grid, and
- e) Experience Pay will be based on the First Class Constable rate of pay and the grid percentage increases will be non-cumulative. For example, the Experience Pay at any level shall not be compounded with the Experience Pay payable at any other level.
- f) Experience Pay will qualify as pensionable earnings and be included in computing overtime, court time, call backs, statutory holiday pay, vacation pay, maternity or paternity or parental leave entitlements, sick leave, WSIB benefits and secondment.

ARTICLE 8 – HOURS OF WORK

- 8.1 A member's regular working week shall consist of not more than forty (40) hours, based on ten (10) hour work day.
- 8.2 Regular shifts shall consist of the following hours:
 - # 1 Shift 7:00 AM to 5:00 PM
 - # 2 Shift 5:00 PM to 3:00 AM
 - # 3 Shift 9:00 PM to 7:00 AM
 - # 4 Shift 11:00 AM to 9:00 PMwith the floating shift being established at the discretion of the Chief or Officer in Charge.
- 8.3 When a member has to commence a shift less than ten (10) hours after ending a shift, the second shift shall be considered overtime and paid accordingly.
- 8.4 A duty roster showing each member's shifts and days off for the following month, shall be posted on or before the 10th of each month. The roster shall not be changed except in case of emergency, sudden illness or by mutual consent. Whenever possible a member working a uniform shift shall be assigned equal times on all shifts.
- 8.5 A shift premium shall be paid on the second pay of each month to any member assigned to a regular shift rotation provided the shift is actually worked by the Officer and verified by a time sheet signed by the Officer in Charge. The rate will be:
 - a) \$4.00 per day for each member working the number 2 shift (5:00 p.m. to 3:00 a.m.)
 - b) \$6.00 per day for each member working the number 3 shift (9:00 p.m. to 7:00 a.m.)
- 8.6 A member who is scheduled or agrees to work any shift in Article 8.2 which is over and above regularly scheduled shifts shall be compensated by shift

premiums at one and one half times the agreed upon shift premium rate as set out in Article 8.5

ARTICLE 9 – OVERTIME

- 9.1 Members of the Service, when required to work overtime as authorized by the Chief of Police, shall be credited with overtime on the basis of hour for hour at time and one half, provided it is of at least twenty (20) minutes duration and shall be paid for such overtime on the second pay day of each month, provided that the member's overtime hours are calculated, signed and submitted to the Chief or Officer in Charge by 9:00 AM on the first Friday of each month.
- 9.2 Members of the Service, when called back to duty during their normal off-duty hours, shall be credited with a minimum of four (4) hours for the first hour, and hour for hour thereafter and be paid for the rate of time and one half as provided in Article 9.1.
- 9.3 Members of the Service, when required for court appearance while on scheduled vacation, shall be paid regular overtime rates and call back, plus one (1) additional day. For the purposes of this section, days off before and after scheduled vacation shall be considered part of the vacation period.
- 9.4 In event that a scheduled court appearance is cancelled after 2200 hours of the day preceding the scheduled court appearance the member shall be entitled to one-half the call back allowance that would otherwise be payable.
- 9.5 Any member, when required to be placed on stand-by, shall be available to report for duty immediately. In such cases the rate of pay for stand-by shall be 50% of the pro-rated hourly rate of the normal salary of the member scheduled for such stand-by. If a member is called out to duty during this time, Article 9.2 shall apply. Stand-by pay shall cease when a member is called out.
- 9.6 Notwithstanding the provisions of Article 9.1 and 9.2 of this Agreement, any overtime incurred by an Officer may be taken, at the member's discretion, by either (a) being paid at the rate of time and one-half for every hour or part thereof of overtime worked, or (b) being credited with time off at the rate of time and one-half for every hour or part thereof of overtime worked to a maximum accumulation of forty (40) hours time off, which time off may be taken at the member's request, when authorized by the Chief of Police, provided no overtime is incurred.
- 9.7 That any time off hours accumulated by a member as per the provisions of Article 9.6 of this Agreement, as of the last pay period in December of any year in excess of twenty (20) time off hours shall be paid to the Officer at the rate of straight time, and the resulting balance of up to twenty (20) time off hours may be carried forward to the next ensuing calendar year and must be taken off as per the provisions of Article 9.6.
- 9.8 A member will be deemed to be on duty and will be compensated accordingly for his attendance arising out of his duties, with no reduction or loss in respect to any

absence as a result thereof when subpoenaed to attend any courts of law, including but not limited to a Coroner's Inquest, Public Inquiries Act Hearing, Police Service Act Trial when requested by the prosecution, a Worker's Safety Insurance Benefits Hearing, Special Investigation Unit Investigations or any other hearings or tribunals related to a member's duty as a Police Officer.

- 9.9 Notwithstanding the provisions of Articles 9.1 through 9.8 of this agreement, any overtime not days in lieu incurred by an officer that is banked shall be paid to the member at the member's request when given to the Chief of Police or Officer in Charge by Thursday of the week prior to the requested payment date.

The accumulated bank time shall be the result of general overtime only.

A member shall only accumulate overtime up to a maximum of thirty (30) hours, which can be carried throughout the year and paid out by October 31st of the current year.

ARTICLE 10 – VACATIONS AND HOLIDAYS

- 10.1 Members shall be given annual vacations of the following duration:

a) after completion of one (1) year of service	80 hours
b) after completion of four (4) years of service	120 hours
c) after completion of ten (10) years of service	160 hours
d) after completion of fifteen (15) years of service	200 hours
e) after completion of twenty (20) years of service	240 hours
f) after completion of twenty-five (25) years of service	280 hours

notwithstanding the provisions of sub-Articles (b), (c), (d), (e) or (f) herein, when a member whose anniversary date of employment falls within the calendar year for either which sub-Articles (b), (c), (d), (e) or (f) apply, he shall be entitled to the scheduled vacation entitlement for that year.

In addition to vacation provided in Article 10.1, any member shall be entitled to an additional forty (40) hours of vacation in any calendar year, provided that they do not take any vacation time during the period of June 1 to August 31 of that calendar year. All vacation shall be in calendar hours and shall include days off.

Members shall have until April 30 of the following year to take the additional forty (40) hours vacation earned by foregoing taking vacation from June 1 to August 31.

- 10.2 Tours of duty of members shall be so arranged that each member shall be free from regular duty on at least one consecutive Saturday and Sunday in each calendar month.

10.3 Without limiting sub-Article 10.1 of this Article, members shall be entitled to eleven (11) holidays in each year being:

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

10.4 Members will be paid at the rate of time and one-half for scheduled statutory holidays worked plus a day off.

10.5 An annual holiday draw will be completed by October 31st of the current year for the following year. The process will consist of all members making their selection during the same meeting with a member of Management. If a member is unable to be present for the selection process, it shall be his responsibility to ensure that preferred dates (and alternatives) are available for this meeting. The order of draw for members shall be by seniority. A member may divide his holiday but shall only draw his first choice and then wait until the other members have drawn according to seniority. He may then in order of seniority draw for the time remaining. Only two blocks may be booked off by any member at any one time.

10.6 Annual vacations shall not be allowed to accumulate unless so authorized by the Chief of Police subject to Board approval.

10.7 a) Vacation days shall be earned only when a member is deemed to be actively at work. Actively at work is defined as when a member is being paid by the Municipality.

b) Notwithstanding the provisions of Article 10.7 a), vacation days shall not be earned by a member while on maternity, parental or discretionary leave beyond 60 hours.

10.8 A member who is hospitalized or confined to his residence as a result of illness or injury, at the time of commencement of his scheduled vacation, shall have his vacation rescheduled to dates which, if possible, shall also be satisfactory to the member or otherwise to be carried over to the following year. Vacations carried over to the following year must be completed by the 1st day of April of that year. A member must provide medical documentation from a qualified medical practitioner upon request from the Board or the Chief of Police.

ARTICLE 11 – INSURANCE AND PENSION

11.1 a) The Board shall provide for each member, after three (3) months of service, Extended Health Benefits.

Negotiated benefits coverage information will be provided to each member in the form of a separate Green Shield booklet. A copy of the booklet will be maintained with and will comprise part of the original signed copies of this Agreement package.

c) The Board is responsible for 100% of the Employer Health Tax.

- d) Full time employees who are eligible to enroll in the Corporation's group health benefit plan, but are covered through a spousal plan with another employer may opt out of enrolling in the municipal plan. In lieu of benefits, if an employee produces proof of benefits coverage elsewhere they will be eligible to a cash equivalent of \$100.00 per month.
- e) There shall be no amendments, alterations, additions, or deletions to any of the benefits referred to in Article 11.1(a) by the Board without written notification to the Association. The Board agrees that the benefit package that is in effect at the signing of this Agreement will not be changed or altered unless it is equivalent or better than what is currently in effect and approved by the Association.

11.2 The Board will contribute 50% of the cost of the Ontario Municipal Employees Retirement pension.

11.3 The Board will provide 100% of Term Life Insurance coverage providing the following coverage:

Member	2 x salary
Member's Spouse	\$5,000
Member's Child	\$2,000
Member's Accidental Death and Dismemberment	2 x salary

11.4 a). The Board will contribute 100% of the cost for a long-term disability policy. Each member shall be entitled to three (3) days paid sick leave each year, non-accumulative. The Corporation shall provide a self-insured seventeen (17) week Short-Term Disability effective on the fourth day of the employee illness.

<u>Length of Service</u>	<u>100% of Salary</u>	<u>67% of Salary</u>
6 months but less than 1 year	1 week	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks
3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	7 weeks	10 weeks
6 years but less than 7 years	9 weeks	8 weeks
7 years but less than 8 years	11 weeks	6 weeks
8 years but less than 9 years	13 weeks	4 weeks
Over 9 years	17 weeks	0 weeks

Note:

- (i) Each employee's allotment of 100% weeks would be based on a calendar year, and as such, would be automatically renewed on the first working day of January providing the employee is working on that day. Employees disabled and collecting Short-Term or Long-Term Disability benefits on the first working day of January would not be entitled to their new allotment of 100% weeks until they have returned to work on a

medically certified full-time basis and are completely able to perform all the regular occupation.

- (ii) If an employee runs out of 100% weeks, there would always be up to seventeen (17) weeks of disability coverage at 67% of earnings for any unrelated disability, due to accident or sickness. Successive absences from work due to the same disability would be considered to be in the same period of disability unless separated by ten (10) consecutive working days.
- (iii) An employee's eligible credits under the new Short-Term Disability would be used to top up Worker's Safety Insurance Benefits to 100% of earnings on a pro-rated basis. *(note – was 1,2,3)*

b) As a cost containment measure and to prevent potential abuse, the following stipulations apply to self-insured disability benefit:

(i) Proof of Illness

Any absence of more than three (3) consecutive working days or for one working day prior to or following a paid holiday which is to be charged as sick leave, must be supported by a certificate from a duly recognized medical practitioner, stating that the employee is unable to perform his duties, and indicate the probable duration of this illness. Failure to produce the required certificate(s) within five (5) working days of the date of disability will result in the uncertified days of absence being charged as leave without pay.

(ii) Uncertified Absence

More than three (3) uncertified absences within the calendar year shall be charged as sick leave without pay.

(iii) Progress Report re: Illness

In any case of prolonged illness the employee shall submit such periodic reports on his condition, as the Board or Chief may require.

The Chief upon suspecting abuse, would at his discretion, have the right to have an employee examined by a Board appointed physician.

All group benefits not eligible for waiver of premium provisions, Semi-Private and Extended Health Care could be discontinued after twenty-four (24) months of continuous disability.

c) Long Term Disability

In conjunction with the Short Term Disability Benefit, the Board provides a 24-hour insured Long Term Disability Benefit through Sun Life. A benefit level of 70% of monthly earnings to a non-medical limit of \$5,000 per month is

payable to the earlier of retirement or age 65. Benefits commence after a waiting period of seventeen (17) weeks (when Short Term Disability terminate). The Long Term Disability Benefit contains a 24-month own occupation definition of disability clause. If the disability is work related, benefits are integrated with any Worker's Safety Insurance Benefits. This benefit has no pre-existing conditions limitations.

- d) On completion of the seventeen week short-term disability plan, the Board shall ensure the employee continues to be paid until such time as the member received payment for the Long-Term Disability Plan. The member shall be paid at a reduced rate of 70% of earnings to a non-medical limit of \$5,000 per month of the member's regular monthly salary as per Long-Term Disability Plan as provided by the Board.

The member shall reimburse the Board for payments received from the end of the short term benefit plan upon receiving payment from the insurer. The officer is required to attend appointments and submit paperwork in a timely fashion in order to meet the Insurer's requirements to begin receiving and continue receiving LTD benefits. Failure to do so may result in the officer being denied funding by the Board.

- 11.5 In the event an active member dies while on duty from other than natural causes, the Board shall continue to pay premiums to provide extended health, dental and vision coverage for the member's spouse and dependents, provided they continue to satisfy the requirements for enrolment in the plans. The Board will cease to pay premiums at the earlier of: the member's normal retirement date, the date the member's spouse remarries, or the date a benefit plan becomes available to the spouse through employment or other source.

ARTICLE 12 – CLOTHING

- 12.1 Each member shall without cost to him be supplied with the following items of clothing (uniforms) at the discretion of, or administered by, the Chief.

- | | | |
|-------------------------------------------|---|------------------|
| ▪ Two Pairs of pants per year | X | |
| ▪ Four shirts (long or short sleeve) | X | |
| ▪ One summer or winter hat | X | |
| ▪ One pair of winter gloves | X | |
| ▪ Two ties per year | X | |
| ▪ One winter coat when required | X | X = soft article |
| ▪ One pair of winter boots when required | | |
| ▪ One pair of summer shoes/boots per year | | |
| ▪ One Sam Brown belt when required | | |
| ▪ One raincoat when required. | | |

The member shall be granted an allowance of \$500.00. The member shall use this allowance to spend on soft articles that they require at their discretion. Other items shall be supplied at the Chief's discretion as required. This clothing allowance will not be in the form of cash but shall be charged against an accounting held by the Chief. A carry-over of \$100/member/annum will be permitted.

A member assigned, on a continual basis, to work plain clothes may substitute the uniform allowance of \$500 to non-uniform clothing by purchasing same and submitting receipts to the Chief.

The Chief of Police will provide clothing allowance balances on request from individual officers.

- 12.2 In the event that clothing or equipment is damaged in the line of duty, such clothing or equipment shall be replaced at the discretion of the Chief of Police.
- 12.3 The Board upon recommendation of the Chief of Police shall pay for personal items requiring repair or replacement if damaged while the member is carrying out his duties. Personal items that might reasonably be expected to be worn / used during the performance of duty will be replaced to a maximum amount of \$250.00 and only after all other avenues (i.e. insurance / warranties) have been exhausted. Loss of personal items is not covered.
- 12.4 The Board agrees to supply all members with protective body armour that meets or exceeds Ministry of Solicitor General's Body Armour Standard. Body armour shall:
- a) be tailored to each individual member;
 - b) be replaced every eight (8) years or earlier if required due to deterioration of the product;
 - c) have vest holders replaced as required.

ARTICLE 13 – EVENING DUTY

Definition: Regular Police Constable shall not include a special constable or an auxiliary constable for the purpose of this Article.

- 13.1 Whenever it is physically possible, three (3) Regular Police Constables or a Sergeant and two (2) Constables shall be on duty every night of the week between the hours of 9:00 P.M. and 3:00 A.M.

The Police Chief, Senior Officer may be substituted for a position above if they maintain qualifications required for general patrol duties, are readily available and have the necessary equipment readily available.

- 13.2 In the event of a staff shortage, coverage shall be accommodated by short-term overtime until coverage can be accommodated by shift alteration, providing that the foregoing does not involve additional personnel.

ARTICLE 14 – PRISONER ESCORT

- 14.1 At the discretion of the Chief of Police, when a prisoner escort is to be performed on a prisoner that has been designated as violent or an escape risk on CPIC or by the Officer in charge, or when a transfer extends beyond the boundaries of Grey or Bruce County, two (2) Regular Police Constables shall escort the prisoner.

ARTICLE 15 – RETIREMENT

- 15.1 A member shall retire from the Service upon attaining the age of sixty (60) years provided that, upon the recommendation of the Chief of Police and the approval of the Board, a member may be granted one or more annual extensions of one year each, of the right to continue in service upon such terms and conditions as may be provided in the said approval of the extension, including without limiting the foregoing, a term or condition that any or all of the provisions of this Agreement shall not apply to the member during the period of extension.

BENEFITS TERMINATION

- 15.2 An employee who retires with an OMERS pension, who is at least 50 years of age and who has attained ten (10) years of continuous service with the Saugeen Shores Police Service or its predecessors at the time of retirement will be eligible for group benefit continuation from the age of retirement to age 65.

The ten (10) year requirement does not apply to members employed by the Board on or before December 31, 2006. The benefit continuation will include the following employer group benefits:

LIFE INSURANCE AND AD&D FOR RETIREES

- a) Employee life and accidental death and dismemberment coverage would continue at 50% of the employee benefit prior to retirement. All coverage will cease when the retired employee attains sixty-five years of age or at death, or when covered through employment elsewhere, whichever occurs first.

EXTENDED HEALTH CARE FOR RETIREES

- b) Coverage would continue at the level currently being provided to active members of the Police Service. Retired members would be kept informed of any potential changes in coverage. For cost containment purposes a \$10,000 life time maximum will be imposed on the out-of-province coverage.

DENTAL CARE FOR RETIREES

- c) Dental Care for Retirees – existing coverage.

ARTICLE 16 – EXPENSE ACCOUNT FOR MEALS

- 16.1 In recognition of the importance of regular meals to a member's health and effectiveness on the job, the Board, upon approval of the Chief of Police, shall pay for the costs of meals, up to a maximum of forty-five dollars (\$45.00) for three (3) meals daily (effective January 1, 2017 this maximum will be increased to \$55.00) under the following conditions:

- 16.2 When a member is required to perform duties outside the Municipality of Saugeen Shores and cannot be reasonably expected to return for regular meals.
- 16.3 When attending a training course approved by the Chief of Police outside the Municipality of Saugeen Shores and cannot reasonably be expected to return for regular meals.
- 16.4 Each member making a claim for meals as described in this Article must provide to the Chief of Police valid receipts.

ARTICLE 17 – AMMUNITION

Each member shall be provided with adequate ammunition for shooting practice and the Board shall provide a suitable facility to practice.

ARTICLE 18 – ALLOWANCES

- 18.1 When the Chief of Police authorizes a member to use his personal vehicle on departmental business, the member shall receive compensation at the municipal rate.
- 18.2 While on departmental business out of the Town of Saugeen Shores, each member shall be reimbursed at the municipal rate for each night's lodging. Receipts properly dated and signed must be furnished before payment will be made. The municipal rate to be set by the Town of Saugeen Shores.
- 18.3 Each member of the Saugeen Shores Police Service shall be paid an annual allowance of \$250.00 as uniform cleaning allowance.
- 18.4 In recognition of the importance of a member's health and well-being, an Officer who voluntarily qualified for the Ontario Police Fitness Award in any year, shall receive two hundred dollars (\$200) and be paid upon completion of test.

The Fitness Award payment will be discontinued effective January 1, 2016. Thereafter, all full time Police and Civilian Personnel will be eligible for a \$150.00 annual fitness subsidy in addition to the \$150 offered to all eligible employees of the Town of Saugeen Shores. Receipts of enrolment in a qualifying fitness facility must be provided.

- 18.5 The Forensic Identification Officer, Scenes of Crime Officer, Use of Force Instructor and members assigned on a continual basis to work criminal investigations, drugs or canine, and other specialty positions as approved by the Board, shall receive specialty pay of \$250.00 per year to compensate for irregular schedules, additional duties and time spent on training and education. Members who keep current and pass the yearly Intoxilyzer Technician testing shall receive \$250.00 per year for the time and effort they put into studying. Specialty pay shall be paid the first pay in December of each year on a pro-rated basis.
- 18.6 The amounts payable under Article 18.3 and 18.5 shall be paid on or before the 15th day of December each year.

ARTICLE 19 – TRAINING ALLOWANCES

- 19.1 A member who has attained the classification of a Third Class Constable and who wishes to further his education in a subject relating to police work and who will be requesting reimbursement of the cost of tuition fees and text books, may apply to the Board, and upon joint approval of the Board and the Chief of Police be granted approval to such course of study. The cost of text books and tuition fees will be reimbursed upon satisfactory proof of successful completion of the course of study being presented.
- 19.2 Each member of the Saugeen Shores Police Service while attending any seminar or training course approved by the Chief of Police and being held at the Ontario Police College or other Police education facility, shall be paid a course allowance of \$50.00 per week while in attendance at such educational facility.

ARTICLE 20 – COMPASSIONATE LEAVE

- 20.1 A member shall be granted at any time a maximum of three (3) days leave of absence without loss of pay or seniority in order to attend at the death of a member of his immediate family or a member of his spouse's immediate family.
- 20.2 For the purpose of Article 20.1 herein, immediate family and spouse's immediate family shall include: grandparents, parents, spouse or common law spouse, fiancée, siblings, child, grandchild, son-in-law, daughter-in-law, a person "in loco parentis" any other relative living in the member's household, and any other relative for whom the member is required to administer bereavement responsibilities.
- 20.3 A member who is a step-parent, step-child or step-sibling of the deceased shall be granted leave as set out in Article 20.1, where there is a close personal relationship.
- 20.4 In the event of the death of person referred to in Article 20.1 or 20.2 herein occurring during a member's annual vacation, the member shall be entitled to three (3) calendar days of additional vacation.
- 20.5 A member of the Saugeen Shores Police Service may be allowed, at the discretion of the Board, to attend the funeral of a Police Officer.

ARTICLE 20A – MATERNITY LEAVE AND PARENTAL LEAVE

- 20A.1 Members shall be entitled to maternity leave and/or parental leave in accordance with the provisions of the Employment Standards Act. A member intending to go on maternity leave shall make written application to and supply the Board with a certificate from a legally qualified medical practitioner stating that she is pregnant and giving the estimated date of delivery. A member on maternity and/or parental leave shall receive benefits provided under Article 20A.2. Notwithstanding, the provisions of the Employment Standards Act, members shall further receive the Maternity leave and twenty-eight (28) weeks for parental leave.

20A.2 During maternity and/or parental leave, the Board shall provide a Supplementary Employment Insurance Benefit (SEB) Plan as follows:

- a) during the first two (2) weeks of employment insurance waiting period, pay the member 75% of their regular rate of pay; and
- b) in the case of maternity leave, during the following fifteen (15) weeks or shorter period if the member returns to work pay the member at a rate of pay equivalent to the difference between the employment insurance maternity benefits the member receives and 75% of their regular rate of pay.
- c) in the case of parental leave, during the ten (10) weeks or shorter period if the member returns to work, pay the member at a rate of pay equivalent to the difference between the employment insurance parental benefits the member receives and 75% of their regular rate of pay. The combined weekly payments received from the plan and the weekly rate of employment insurance benefits will not exceed 75% of the member's weekly earnings.
- d) members must provide proof of application for and receipt of employment insurance benefits in order to receive payment under SEB Plan, unless serving the two (2) week employment insurance waiting period. Proof shall be copies of employment insurance benefit stubs.
- e) SEB payments are paid only for the supplementation of employment insurance benefits for the unemployment period as specified in the plan for pregnancy and/or parental leave.
- f) payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.
- g) this benefit is to be fully paid out of the Board's general revenues. A separate record SEB payment shall be kept by the Board.
- h) the plan shall remain in effect with this and subsequent Agreements.

20A.3 Parental leave shall be granted to a member as a result of the birth of a child, or a child coming into the member's custody, care and control for the first time. A parent also includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child, and who intends to treat the child as the person's own child.

20A.4 While on maternity and/or parental leave, a member shall continue to accumulate seniority and credit for service for the purpose of salary and all other increments. The Board shall continue to provide the member with insurance, welfare, medical, dental, pension and all other benefits specified by the Agreement.

20A.5 Maternity leave for the purpose of this Article shall not exceed fifty-two (52) weeks.

20A.6 A member who provides a certificate from a legally qualified medical practitioner stating that she is pregnant and recommending that she be placed on other than normal duties, shall be accommodated by the Board and shall be provided subsequent duties, with no change in salary or benefit status, until the member elects to terminate the maternity leave.

ARTICLE 21 – DISCRETIONARY LEAVE

- 21.1 A member shall be allowed a leave of absence at the discretion of the Chief of Police, with pay and without loss of seniority and benefits when a situation which arises is deemed to require his presence elsewhere for the purpose of attending to a matter of some immediacy.
- 21.2 A member shall be entitled to use a maximum of five (5) family days in a year to tend to the illness of children, immediate family (those who reside in the same residence as the member) or to accompany a child, spouse or “significant other” to a medical appointment other than the family’s general practitioner. There shall be no loss of pay for this absence but the member shall use banked overtime, a holiday or work a future shift in lieu of overtime as reimbursement to the Board.

ARTICLE 22 – GRIEVANCE PROCEDURE

- 22.1 Subject to Sections 123 and 124 of the Police Services Act, any difference between the parties concerning the interpretation, application, administration or alleged violation of any of the provisions of this Agreement shall be dealt with as follows:
- a) The member will first take the complaint, in writing, to the Chief within fourteen (14) days of the event causing the grievance or of the member reasonably becoming aware of the event. Within seven (7) working days after receipt of the grievance, the Chief shall meet with the member to attempt to resolve the matter and shall give a written reply to the member within forty eight (48) hours after said meeting. Nothing shall prohibit the member from being accompanied by a member of the Association.
 - b) Failing satisfactory settlement under (a) above, the Association may within seven (7) days of the Chief’s reply or if no reply is given, submit the complaint in writing to the Chief. Within seven (7) days following this submission the Chief will meet with the Association representative to examine and discuss the complaint. The Chief will respond, in writing, within seven (7) working days.
 - c) If no settlement is reached at step (b), the member or the Association representative may within seven (7) days of receiving the Chief’s response from (b) submit the written complaint to the Board. Within fourteen (14) days following the receipt of the written complaint the Board shall meet with the member and discuss the grievance. Within fourteen (14) days following this meeting the Board shall give a written reply to the grievance.

- 22.2 One or more steps in the grievance procedure may be omitted upon the consent of both parties.
- 22.3 The time limits specified in this procedure are mandatory but may be expanded or extended upon the mutual consent of both parties.

ARTICLE 23 – ARBITRATION

- 23.1 If no settlement is reached in Article 22 of the Grievance Procedure, either party may notify the other of its intention to submit the grievance to arbitration within thirty (30) days of the receipt of the Board's decision. The notice shall contain a statement of the grievance, the remedy sought and the name and address of one or more proposed arbitrators.
- 23.2 The recipient shall within ten (10) days after receipt of such notices, indicate acceptance of one of the proposed arbitrators or reply proposing the name(s) and address(es) of one or more arbitrators. If the parties fail to agree on an arbitrator within five (5) days, either party may request the Solicitor General to appoint a single arbitrator to hear the dispute.
- 23.3 An arbitrator appointed pursuant to the provisions herein:
- a) shall determine his own procedure, provided he gives full opportunity to all parties to present evidence and make representations,
 - b) may rectify any clerical or typographical or other error or omission but otherwise shall not have power to alter or amend any of the provisions of this Agreement,
 - c) may have access, when accompanied by both parties, to view the Board's premises to view locations, working conditions, equipment or operations which may be relevant to the resolution of the grievance;
 - d) may modify penalties, relieve against non-compliance with time limits, or any other technicality or irregularity and allow a party in appropriate circumstances to amend a grievance provided that there has been substantial compliance with the grievance and arbitration procedures and that the rights of neither party are prejudiced,
 - e) shall have jurisdiction to determine whether a grievance is arbitrable,
 - f) shall, provided that the rights of either party are not prejudiced and that there has been substantial compliance with the procedures contemplated by the Article entertain and determine the real issue in dispute according to its merits and shall make whatever disposition of it deemed just and equitable,
 - g) shall issue a decision which is final and binding upon the parties and upon any member or members affected by it.

23.4 Each of the parties shall pay one-half of the remuneration and expenses of the arbitrator.

ARTICLE 24 – SENIORITY (LAYOFF AND RECALL)

24.1 The Board and the Association agree that length of continuous service is the primary consideration in the event of a reduction in the work force.

24.2 Should a reduction in the work force become necessary, the Board will give the Association six (6) months advance notice of the probability of such reduction. The Board agrees to meet with the Association upon request to discuss the manner in which the reduction is to be affected.

24.3 For the purpose of this Article, length of continuous service means from the first day employed by the Southampton Police Services Board, the Port Elgin Police Services Board, the Southampton Port Elgin Police Services Board, or the Saugeen Shores Police Services Board.

24.4 Recall shall be in the order of lay-off. The last member to be laid off would be the first to be recalled.

ARTICLE 25 – LEGAL INDEMNIFICATION

25.1 Subject to the other provisions of this Article, a member of the Saugeen Shores Police Service charged with and finally acquitted of a criminal or statutory offence, because of acts done while on duty in the attempted performance in good faith of his duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges.

25.2 Where a member is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of his duties as a police officer, he shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such an action where the Board is not joined in the action as a party pursuant to section 50 (1) of the Police Services Act 1990, and the Board does not defend the action on behalf of the Board and of the member as joint tortfeasors at the Board's sole expense.

25.3 Notwithstanding Articles 25. 1 and 25. 2, the Board may refuse payment otherwise authorized under Articles 25. 1 and 25. 2 where the actions of the officer from which the charges/civil action arose amounted to a gross dereliction of duty or abuse of his powers as a police officer.

25.4 a) Where a member is the subject of a hearing before a tribunal established under Part V of the Police Services Act, 1990, as a result of a decision by the Office of the Independent Police Review Director and the decision of the tribunal is that misconduct was not proven, the member shall be indemnified for any necessary and reasonable legal costs arising from having to defend the allegations against him. This provision does not apply to a finding of not guilty or not proven subsequently reversed on appeal.

- b) Where during an inquest under the Coroners Act a member's conduct is called into question because of acts done in the attempted performance of his duties as a police officer, the member shall be indemnified for any necessary and reasonable legal costs directly arising from the protection of the member's interest at such enquiry, but only if:
 - (i) the Chief of Police or the Board does not provide counsel to represent the Service, at the Board's expense; or,
 - (ii) in the opinion of counsel retained by the Chief of Police or the Board to represent the Service, it would be improper for him to represent the member and the Chief and/or the Board before that inquiry.
- c) This section applies only to hearings or inquests concerning acts done in the performance in good faith of the member's duties as a police officer.

25.5 Where a member intends to apply to the Board for indemnification hereunder, the member shall, within thirty (30) days of being charged or receiving notice of other legal proceedings covered herein, apply in writing to the Chief or to the officer designated by the Chief of Police to deal with such applications for approval to retain counsel and approval of the counsel to be so retained. In the event of any dispute concerning the counsel to be retained, the matter shall be resolved by an officer designated by the Chief and a member of the Association Executive designated for that purpose. Counsel retained by the member must carry on a practice with a 250 kilometer range of the Town of Saugeen Shores as determined by the kilometric distance as set out in an official Ontario road map. With the approval of the Board the 250 kilometric distance may be extended if suitable counsel cannot be retained within that radius. In an emergency, for the purpose of immediate consultation and where the Board is unavailable, counsel may be retained from outside the 250 kilometer range.

25.6 For greater certainty, members shall not be indemnified for legal costs arising from:

- a) grievances or complaints under the Collective Agreement between the Board and the Association or under the Police Services Act;
- b) the actions or omissions of members acting in their capacity as private citizens;
- c) proceedings and discipline charges under the Police Services Act and regulations except 25.4(a).

25.7 For the purposes of this provision, a member shall not be deemed to be "finally acquitted if as a result of charges laid he is subsequently found guilty of, or pleads guilty to, other charges arising out of the same incident or incidents.

25.8 a) Members of the service who are deemed to be subject officers in an investigation being conducted by the Special Investigations Unit (SIU) shall be entitled to legal counsel from the outset of such designation by the SIU for

the length of such investigation until the point at which an information is laid.

- b) In cases where a member is charged with a criminal offence(s) clauses 25.1 and 25.2 of this Article will be in effect
- c) Where a member is deemed to be a witness officer in an investigation being conducted by the SIU, he shall be entitled to legal counsel paid by the Board to a maximum of four hours to seek advice and/or legal representation at any subsequent interviews.
- d) Nothing in this clause shall negate a member's duty as it pertains to the Police Service Act with regard to the SIU's mandate

25.9 Where a member is named as a personal respondent to an Application before the Human Rights Tribunal of Ontario alleging a violation of Part 1, Sec.1 (Services, including the provision of services to an external applicant with respect to hiring) of the Ontario Human Rights Code because of acts done while on duty in the attempted performance in good faith of his duties, the member shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such Complaint subject to the following provisions:

- a) Upon notification to the Board of the Complaint by the Tribunal, the Board may require the member attend a preliminary interview to determine whether the interests of the member and the Board coincide. The member, at his option, may be accompanied and represented by an Association representative.
 - (i) Where the Board determines that its interests and those of the member coincide, it shall offer the member to have its retained legal counsel represent both the Board's and the member's interests through the execution of a Joint Retainer Agreement.
 - (ii) In the event the member chooses not to accept the Board's offer of joint retention of legal counsel as set out in sub-clause (a)(i), he shall not be entitled to legal indemnification.
 - (iii) Where the Board determines not to extend an offer to the member for the joint retention of legal counsel, the member shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such Complaint through the retention of separate legal counsel to represent the member's interests provided the allegations against the member are determined by the Tribunal to be unsubstantiated. Notwithstanding the foregoing, indemnification shall also be provided to the member in the event the complaint is withdrawn, settled, dismissed or abandoned by the Tribunal before any determination of liability has occurred. However, in the event of a withdrawal, settlement, dismissal or abandonment, indemnification will only be provided if the member was acting in the attempted performance in good faith of his duties.

- b) Where, subsequent to the execution by the member of a Joint Retainer Agreement, the Board determines a conflict of interest to exist whereby its retained legal counsel can no longer represent both the Board's and the member's interests, the member shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such Complaint through the retention of separate legal counsel to represent the member's interests provided the allegations against the member are determined by the Tribunal to be unsubstantiated. Notwithstanding the foregoing, indemnification shall also be provided to the member in the event the complaint is withdrawn, settled, dismissed or abandoned by the Tribunal before any determination of liability has occurred. However, in the event of a withdrawal, settlement, dismissal or abandonment, indemnification will only be provided if the member was acting in the attempted performance in good faith of his duties.
- c) Where, subsequent to the execution by the member of the Joint Retainer Agreement, the member chooses to retain separate legal counsel to represent his interests, the member shall not be entitled to legal indemnification in connection with the legal costs incurred by such member in defence of the complaint.
- d) The provisions of this section shall apply mutatis mutandis in respect of a member who is named as a personal respondent to an Application filed directly with the Human Rights Tribunal of Ontario.

25.10 In this Article, "member" includes a former member of the Saugeen Shores Police Service who was a member when alleged conduct occurred and who would otherwise qualify for legal indemnification.

25.11 For the purpose of the legal indemnification under this agreement "necessary and reasonable legal costs" shall be based on the account rendered by the counsel performing the work. The account shall be subject initially to the approval of the Board's solicitor and, in the case of a dispute between the counsel rendering the account shall be paid after it has been assessed on a solicitor client basis by an assessment officer of the Ontario Court of Justice (General Division).

ARTICLE 26 – LETTERS OF UNDERSTANDING

Any letter of understanding negotiated between the Board and the Association shall be deemed to form part of this Agreement as if it had been incorporated herein. A letter of understanding shall be identified by a heading and must be signed by an accredited representative of both parties.

ARTICLE 27 – REPEAL OF PREVIOUS AGREEMENTS

All previous agreements between the parties hereto made for the purposes herein before recited, including without limiting the foregoing, the Agreement dated July 10, 2013 and executed at the Town of Saugeen Shores be and the same are hereby repealed.

ARTICLE 28 – REMUNERATION SCHEDULE

The following rates of remuneration shall apply and come into effect as outlined in Table 1.

Position	Jan 1/15 1.40%	July 1/15 1.40%	Jan 1/16 1.20%	July 1/16 1.20%	Jan 1/17 *	July 1/17 *
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Sergeant	100,989	102,403	103,632	104,875	
Constable 1st Class	90,169	91,431	92,528	93,639	
Constable 2nd Class	81,150	82,287	83,274	84,273	
Constable 3rd Class	73,037	74,060	74,949	75,848	
Constable 4th Class	65,734	66,654	67,454	68,263	

* The percentage increase applicable to all classifications will be calculated as the *Average of the Percentage Increase* of the first 10 successfully negotiated and ratified uniform wage settlements for the calendar year 2017 in the province of Ontario, (including phased-in wage increases throughout the 2017 calendar year). This will be calculated on Jan 15, 2017 (or as soon as possible thereafter) and will be phased in on a 50/50 basis payable on Jan 1, 2017 and July 1, 2017.



Chairperson
Saugeen Shores
Police Services Board



President
Saugeen Shores
Police Association

Signed at the Town of Saugeen Shores, Ontario,
this 1st day of Feb., 2016.

SCHEDULE "A" – PART-TIME CONSTABLES

This agreement made based on the Memorandum of Settlement signed October 29, 2015.

BETWEEN

**THE SAUGEEN SHORES POLICE SERVICES BOARD
Hereinafter called "The Board"**

And

**THE POLICE ASSOCIATION OF SAUGEEN SHORES
ON BEHALF OF ITS PART-TIME CONSTABLES
Hereinafter called "The Police Service"**

WHEREAS the parties have agreed and negotiated this separate contract for the part-time constables to be attached to and become Schedule "A" to the full time constable Agreement.

NOW WITNESS that the parties hereby agree that the following terms, only, shall apply to part-time constables.

SECTION I

Article 1 The hiring of part-time constables shall be for the purpose of providing relief for full time employees in their absence; providing policing during emergencies, providing police coverage during hours of the day not sufficiently covered by staff; and, during busy time periods when full time staff coverage is insufficient.

The Board shall not use part time members on a full time basis.

Article 2 The following articles in the full time Uniform Collective Agreement between the Saugeen Shores Police Services Board and the Saugeen Shores Police Association shall not apply to the Part-Time Constables' Agreement:

Article 6, Article 7.1, 7.5, 7.6, 7.7, 7.8, Article 8, Article 9.2, 9.3, 9.5, 9.7, Article 10, Article 11, Article 13, Article 15, Article 18, Article 20, 20 A, Article 21, Article 24.

Article 3 The Police Services Board has the sole and exclusive right to hire and terminate part-time constables.

Article 4 a) The hourly rate of the part-time constables shall be equal to the annual rate of the full time constables divided by 2080 hours for the classification or re-classification which any part-time constable has achieved.

b) Part-time constables will be paid at the 4th class rate until they have completed 2080 hours of service with the Saugeen Shores Police Service. At this time, and after each subsequent 2080 hours of service, they would be reviewed for re-classification to the next classification level to a maximum of 2nd class constable. Any seniority accrued by any part-time member during any temporary previous agreement shall remain with the part-time member.

c) A part-time constable may be hired at a higher classification dependant upon qualifications and previous policing experience to a maximum of 2nd class constable.

Article 5 A part-time constable must be fully trained and will have completed the basic recruit training at the Ontario Police College.

Article 6 Part-time constables shall be covered by the Workplace Safety Insurance Board.

Article 7 Vacation pay will be paid as per the Employment Standards Act.

Article 8 Part-time constables will receive an additional six (6) percent based on the hourly rate set out in Article 4 (a) above, in lieu of benefits only in the absence of any other benefit plan under which the part-time constable is covered.

Article 9 Part-time constables will receive their hourly pay rate when authorized by the Chief to attend a legislated seminar or training course.

Article 10 Part-time constables will receive time and one half when required to work on a statutory holiday as set out in the existing Uniform Collective Agreement.

Article 11 In recognition of the importance of a member's health and well-being, an Officer who voluntarily qualifies for the Ontario Police Fitness Award in any year, shall receive two hundred dollars (\$200) and be paid upon completion of test approved by the Chief of Police of the Saugeen Shores Police Service.

Article 12 A \$50,000 life insurance policy with accidental death and dismemberment shall be supplied by the Board. This insurance policy will only be effective while actually performing police duties.

Article 13 Court Time and Overtime

Court Time

- a) When a member is required to attend court on his off duty time, he shall receive in compensation thereof a minimum of two (2) hours at time and one-half for the first hour; hour for hour for each additional hour thereafter.

Overtime

- b) When a member is required to remain on duty after the normal tour of duty, the member shall receive time and one half of the member's regular hourly rate of pay.
- c) When a member of the Service is called to duty he shall be credited with a minimum of three (3) hours.

Article 14 The Board agrees to deduct an amount for Association dues and other amounts duly authorized by the Association from the pay of each Part-time member and at the second pay day of each month, after making the deduction, forward the sum so deducted to the Association. The Association agrees to file a copy from their By-laws outlining the calculation of said dues with the Board.

Article 15 Nothing herein shall bind either party in the future negotiation of a part-time agreement at the end of this Agreement. In the event that the part-time program is to be continued, these guidelines shall continue until a new Agreement is reached or the program is discontinued.

SECTION II

Article 16 This agreement shall commence on January 1, 2015, and terminate on December 31, 2017. Part-time members shall have no recourse against: the Police Services Board for the Municipality of Saugeen Shores; the Chief of Police; and the Saugeen Shores Police Association for lay-off, discontinuance, severance pay or any other matter. Termination of part-time employment and assignment of work shall be non-grieveable matters.

Article 17 This Agreement shall be binding upon the parties hereto, their respective successors and assigns, and the members of the Police Association of Saugeen Shores and its part-time members.

IN WITNESS HEREOF this Agreement has been executed by the parties hereto under the hands and seals of their proper officers respectively.


SIGNED at Saugeen Shores, Ontario, this 1st day of Feb., 2015

**POLICE SERVICES BOARD OF
SAUGEEN SHORES**



Chairperson
Saugeen Shores
Police Services Board

**SAUGEEN SHORES
POLICE ASSOCIATION**



President
Saugeen Shores
Police Association