



The Shelburne Police Service Board

And

The Shelburne Police Association

On behalf of the Board:

Chair: Len Mikulich
Member: Sandra Lawrence
Member: Randy Chambers
Secretary: Nicole Hill

On behalf of the Association

President: Cory Courtney
Secretary: Cst. Carey Widbur
Member: Cst. Jennifer Roach

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THIS AGREEMENT MADE THIS 9th DAY OF DECEMBER, 2016

Between:

THE SHELBURNE POLICE SERVICE BOARD
(hereinafter called “the Board”)

And

THE SHELBURNE POLICE ASSOCIATION
(hereinafter called “the Association”)

Witnesseth That:

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

And in consideration of the mutual agreement and understandings herein,

The parties hereto covenant and agree as follows:

ARTICLE 1 PURPOSE

The purpose of the agreement is to establish and maintain a harmonious relationship between the Board and the members of the Shelburne Police Service to set forth wages, hours of work, and working conditions, and to provide an amicable means of resolving any differences of opinion that might arise between the parties regarding the same, and in accordance with the Police Services Act of Ontario, and amendments thereto.

ARTICLE 2 GENDER/NEUTRALITY

In this agreement, words imparting male persons include female persons, words in the singular include the plural, and words in the plural include the singular, as the context requires.

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- l) “Dependent” shall mean (1) an individual’s spouse and, (2) an unmarried child or step-child of an individual provided the child is (i) under 22 years of age or (ii) at least 22 years of age, but less than 25 years of age and attending an accredited educational institute, college or university on a full time basis, but, for the purposes of this policy, a child shall not be a dependant while such child is insured under this policy as an individual and no person shall be a dependant while such person is residing outside of Canada or is a full time service member of any naval, military or air force.
- m) “Spouse” shall include married individuals as well as those who have been co-habiting continuously for at least the past 12 months and are in a conjugal relationship.
- n) “Common-Law Children” shall mean the member’s children or the children of his common-in-law spouse who reside with and are in the care and custody of the member and his common-in-law.

ARTICLE 4 CLASSIFICATIONS

4.01 Persons employed as members of the Shelburne Police Service by the Shelburne Police Services Board, shall be:

- 1. Cadet-in-Training
- 2. Part-Time Uniform Member
- 3. Constable Fourth Class
- 4. Constable Third Class
- 5. Constable Second Class
- 6. Constable First Class
- 7. Sergeant – First 12 months (107% of First Class Constable)
- 8. Sergeant – 13-18 months (110% of First Class Constable)
- 9. Sergeant – 113% of First Class Constable

4.02 A Cadet-in-Training shall mean a Civilian Member of the Shelburne Police Service who is undergoing recruit training. A Cadet-in-Training shall not be promoted to Constable Fourth Class until he or she successfully completes the basic recruit training at the Ontario Police College (the “OPC”).

4.03 A Constable Fourth Class is a person employed by the Board as a police constable and is eligible to be re-classified to Constable Third Class following the completion of twelve (12) months as a Fourth-Class Constable, as set out in the Police Services Act.

4.04 A Constable Third Class is a person employed by the Board as a police constable and is eligible to be re-classified to Constable Second Class following the completion of twelve (12) months as a Third-Class Constable, as set out in the Police Services Act.

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- 4.05 A Constable Second Class is a person employed by the Board as a police constable and is eligible to be re-classified to Constable First Class following the completion of twelve (12) months as a Second-Class Constable, as set out in the Police Services Act.
- 4.06 A Constable First Class is a person employed by the Board as a police constable.
- 4.07 A Sergeant (First 18 months) is a police officer with a minimum of five years' police experience and who is employed by the Board in the capacity of Sergeant. Recommendations for promotion to Sergeant will be made by the Chief of Police and are subject to approval by the Shelburne Police Services Board. It is understood that this classification shall be for a period of 18 months.
- 4.08 A Sergeant is a police officer with a minimum of five years' police experience and who is employed by the Board. Recommendations for promotion to Sergeant will be made by the Chief of Police and are subject to approval by the Shelburne Police Services Board.
- 4.09 All promotions shall be recommended by the Chief to the Board for their decision.
- 4.10 Notwithstanding the above article, the parties agree commencing January 1st, 2018 that:
- a) For the rank of 4th Class Constable, a constable will remain at the 4th class salary rate.
 - b) For the first two months at the rank of 3rd Class Constable, a constable will receive the 4th class salary rate.
 - c) For the first two months at the rank of 2nd Class Constable, a constable will receive the 3rd class salary rate.
 - d) For the first two months at the rank of 1st Class Constable, a constable will receive the 2nd class salary rate.

ARTICLE 5 SALARIES


- 5.01 That a salary increase of 1% effective January 1st and 1% effective July 1st shall be provided to the First-Class Constable and Second Class Constable for each year from 2016-2019.

That a salary increase of 1% effective January 1st and 1% effective July 1st shall be provided to the Third-Class Constable and Fourth Class Constable for each year from 2017-2019

A Sergeant (1st 12 months) shall be paid 107% of a 1st Class Constable.

A Sergeant (13-18 months) shall be paid 110% of a 1st Class Constable.

A Sergeant (after 18 months) shall be paid 113% of a 1st Class Constable.





That a salary increase of 1.5% effective January of each year from 2016-2019 shall be provided to the Cadet-in-Training.

The starting salary in each classification shall be as follows:

Effective Dates	% Inc.	Sergeant 113%	Sergeant 13-18th Months 110%	Sergeant 1st -12 Months 107%	Constable 1st Class	Constable 2nd Class	Constable 3rd Class	Constable 4th Class	Cadet-in-Training
Dec. 31, 2015		\$103,695		\$98,189	\$91,765	\$82,589	\$76,165	\$66,071	\$36,706
Jan. 1, 2016	1%	\$104,732	\$101,951	\$99,171	\$92,683	\$83,406	\$76,165	\$66,071	\$37,257
July 1, 2016	1%	\$105,778	\$102,970	\$100,162	\$93,609	\$84,240	\$76,165	\$66,071	\$37,257
Jan. 1, 2017	1%	\$106,837	\$104,001	\$101,164	\$94,546	\$85,082	\$76,927	\$66,732	\$37,815
July 1, 2017	1%	\$107,905	\$105,040	\$102,175	\$95,491	\$85,933	\$77,696	\$67,399	\$37,815
Jan. 1, 2018	1%	\$108,984	\$106,091	\$103,197	\$96,446	\$86,792	\$78,473	\$68,073	\$38,383
July 1, 2018	1%	\$110,073	\$107,151	\$104,229	\$97,410	\$87,660	\$79,258	\$68,754	\$38,383
Jan. 1 st , 2019	1%	\$111,174	\$108,223	\$105,271	\$98,384	\$88,537	\$80,051	\$69,442	\$38,959
July 1 st , 2019	1%	\$112,286	\$109,305	\$106,324	\$99,368	\$89,422	\$80,851	\$70,136	\$38,959

5.02 The starting salaries and increments outlined above shall not be deemed to prohibit the Board from increasing the salary of any member on the basis of merit and previous experience regardless of the time spent on the Shelburne Police Service.

5.03 **Retention-Experience Pay**

Effective January 1st, 2009, there shall be a retention/experience pay allowance payable to uniform members of the Police Service as follows:

- i) 3% of the First-Class Constable salary only after 8 completed years of continuous service
- ii) 6% of the First-Class Constable salary only after 17 completed years of continuous service
- iii) 9% of the First-Class Constable salary only after 23 completed years of continuous service

Continuous service for the purpose of this provision shall mean all continuous uniform service with any Ontario Police Service (excluding cadet time). A break in continuous service will be deemed to have occurred where the member has not been employed continuously by an Ontario Police Service.

Retention-experience pay shall be based on a First-Class Constable's salary only, further, retention-experience pay shall not apply to any other benefits such as, but not limited to, overtime pay, paid duties, sick bank accumulations and payouts and speciality pay.

ARTICLE 8 TRAINING ALLOWANCE

8.01 All members attending training courses/seminars requiring the member to stay overnight will receive, in addition to their regular salary, the amount of \$10.00 per day as an allowance for expenses.

ARTICLE 9 EDUCATION

9.01 The Board agrees that any member of the Shelburne Police Service who successfully completes an accredited police-related course, any community college course or university course to further his/her police training, shall have 75% his/her books, tuition and equipment paid for by the Board. The said member must have obtained the approval of the Chief and the Police Service Board, prior to taking such courses. This section does not apply to courses at the Ontario Police College.

ARTICLE 10 MEAL ALLOWANCE

10.01 Should a member be required to be out of the Town of Shelburne during their course of duty, the member will be allowed \$9.00 for Breakfast; \$14.00 for Lunch and \$17.00 for dinner/supper, upon presentation of receipt(s). The member must have worked for a minimum of four (4) hours in their shift before the meal allowance will be paid.

Notwithstanding the above article, the meal allowance for the year 2016 shall remain as set out in the 2013-2015 Uniform Collective Agreement.

10.02 Notwithstanding Article 10.01 above, meal allowance shall only apply when meals are not provided.

10.03 Notwithstanding the aforementioned articles above, in order to receive payment each member shall provide the Chief of Police any receipts for meal allowance within 14 calendar days.

ARTICLE 11 HOURS OF WORK

11.01 Each full time member shall work a forty hour week subject to being on call, and shall report to the Police Station ten minutes prior to the starting time of his/her shift.

11.02 Any member being required to work in excess of his/her normal ten hour shift shall be paid at the rate of one and one-half times his/her then current rate of pay which shall commence after thirty minutes of the hour in which he/she is working. In the event that any member concludes his/her tour of duty at any time beyond the first thirty minutes of the hour in which he/she is working he/she shall be credited for the full hour. This amount shall be payable monthly.

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- 11.03 (1) Any member being required to return to duty or to attend court during time off of a regular scheduled working day, shall be paid for a minimum of four hours, at one and one-half times his/her then current rate of pay, and shall be paid at the rate of one and one-half times his/her then current rate of pay for hours worked in excess of the minimum four hours. Should a member complete his/her call out duty and receive subsequent call outs within the initial four hour call out pay period, he/she shall not be entitled to further call out reimbursement, but shall be paid at one and one-half times his/her current rate of pay for hours worked in excess of the minimum of four hours from the time of the initial call out. Should a member receive a call, after the initial four hour call out pay period he/she shall be paid for a further minimum period of four hours, at one and one-half times his/her then current rate of pay. In the event that any member concludes his/her return tour of duty at any time beyond the first thirty minutes of the hour in which he/she is working, he/she shall be credited for the full hour. The time of the call out shall commence when the member arrives at the police station or at the scene of the occurrence. These amounts shall be paid monthly.
- (2) Any member not being on call may be called out for duty at any time but if called out for duty not more than two hours before he/she is to report for duty, shall not claim for a call out, but instead be allowed equal time off at the end of his/her shift, if feasible, but if not, shall be paid at the rate of one and one-half times his/her current rate of pay for the hours worked in excess of his/her regular shift. The time of the call out shall commence when the member arrives at the police station or at the scene of the occurrence.
- (3) Nothing in this contract prohibits the Chief or his/her designate from changing any member's schedule of duty due to an emergency such as sickness, etc.
- 11.04 (1) Any member being required to return to duty or to attend court during a rest day, statutory holiday, or while on annual leave shall be paid a minimum of four hours at one and one-half times his/her then current rate of pay for hours worked in excess of the minimum of four hours. In the event that any member concludes his/her tour of duty at any time beyond the first thirty minutes of the hour in which he/she is working he/she shall be credited for the full hour. This amount shall be paid monthly.
- (2) Any member being required to return to duty or attend court during "Designated Annual Leave" shall receive a minimum of four (4) hours at one and one half times his/her then current rate of pay, and shall be paid at the rate of one and one half times his/her then current rate of pay for hours worked in excess of the minimum four hours. The member will also receive an additional day off at a later date to be taken at the discretion of the Chief of Police.

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- (3) "Designated Annual Leave" for the purposes of 11.04 (2) above shall include all rest days prior to the vacation dates but not following the vacation dates.

ARTICLE 12 VACATION

12.01 Vacation with pay shall be granted on the following basis:

- (1) Members with more than one year of service but less than three year's service shall receive 80 hours/two weeks vacation with full pay.
- (2) Members with more than three years service but less than eight year's service shall receive 120 hours/three weeks of vacation with full pay.
- (3) Members with eight years service but less than sixteen years service shall receive 160 hours/four weeks of vacation with full pay.
- (4) Members with sixteen years service but less than twenty-five year's service shall receive 200 hours/five weeks of vacation with full pay.
- (5) Members with twenty-five years or more service shall receive 240 hours/six weeks of vacation with full pay.

Notwithstanding clause 12.01, years of service will not apply to time spent as a cadet-in-training.

- 12.02 Where an employee's scheduled vacation is interrupted due to a serious illness or injury requiring the employee to be an inpatient in a hospital (including a subsequent period of medically prescribed bed rest at home) the period of such hospitalization (plus prescribed bed rest) shall be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.
- 12.03 Paid vacation may be cumulative, up to two weeks per year, where the member notifies the Chief of an intention to do so no later than the 1st day of December of the year prior to the year in which the vacation falls due. This request will be subject to the Chief's approval.
- 12.04 Any member with continuous unbroken full-time service with an Ontario Police service, or the Town of Shelburne, immediately prior to employment with the Shelburne Police Service, will have such years of service credited as years of service with the Shelburne Police Service for the purposes of annual leave only.
- 12.05 Notwithstanding the provisions of Article 12, members on Short Term Disability (STD) for the entire seventeen (17) weeks, which transition into any period of Long Term Disability (LTD), on Long Term Disability (LTD) or on WSIB shall

not earn annual leave (vacation) or statutory holiday leave during the period of their disability.

- 12.06 Notwithstanding the provisions of Article 12, vacation holidays shall not be earned by a member while on maternity, parental or discretionary leave.
- 12.07 Vacation entitlement shall be pro-rated, based on the number of months of the respective year that the member works for the service.

ARTICLE 13 STATUTORY HOLIDAYS

- 13.01 In addition to the paid vacation time outlined in Section 4.05, each member shall be entitled to twelve (12) Statutory Holidays, namely: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day (plus any additional statutory holidays that may be proclaimed pursuant to federal or provincial employment standards legislation), where a mutual agreement cannot be reached the Chief's decision will be final. Statutory Holidays must be taken off during the quarter in which they fall. Statutory Holidays may be taken at a date requested by the member, subject to the Chief's approval, and shall be subject also to seniority and the staffing requirements of the service.
- 13.02 In addition to receiving an alternate day as a statutory holiday, any member who is required to work on a Statutory Holiday is also entitled to be paid time and one-half at his/her then current rate of pay for each hour worked on the Statutory Holiday.
- 13.03 Notwithstanding the provisions of Article 13, members on Short Term Disability (STD) for the entire seventeen (17) weeks, which transition into any period of Long Term Disability (LTD), on Long Term Disability (LTD) or on WSIB shall not earn annual leave (vacation) or statutory holiday leave during the period of their disability.
- 13.04 Notwithstanding the provisions of Article 13, Statutory Holidays shall not be earned by a member while on maternity, parental or discretionary leave.

ARTICLE 14 UNIFORM AND EQUIPMENT

- 14.01 Clothing and equipment shall be as outlined in Schedule "A" hereto attached.
- 14.02 All items of equipment not referred to in Schedule "A" shall be issued when a member joins the Service to be used until unfit for service at which time on surrender they shall be replaced by the Chief.
- 14.03 Any equipment that is damaged beyond repair in the course of duty, except in the case of willful damage due to carelessness, shall be replaced by the Board.

ARTICLE 15 MILEAGE ALLOWANCE

15.01 Any member who uses his/her own personal motor vehicle during the course of police business shall be paid the Municipal rate per kilometer. This amount shall be paid monthly. No member shall be required to use his/her own personal motor vehicle to conduct any police business unless he/she chooses to do so. In addition, the member will be paid mileage for one round trip when attending any police related educational course, where overnight accommodation is provided. If overnight accommodation is not provided, the member shall be paid for each round trip.

ARTICLE 16 PERSONAL MOTOR VEHICLES

16.01 Upon the filing of a report with the Chief of an accident involving a members personal vehicle while it's use was authorized by the Chief, the Board will, on recommendation of the Chief or designate, re-imburse for the insurance deductible to a maximum of \$500.00 per incident, or the actual cost of repair if less than \$500.00.

ARTICLE 17 PENSIONS

17.01 Upon commencement of employment with the Service, every member shall be enrolled in the Ontario Municipal Employees Retirement System ("OMERS") with normal retirement age ("NRA") 60 for police members and ("NRA") 65 for civilian members. Enrolment and contributions shall be made in accordance with the provisions of the OMERS Act and Regulations.

ARTICLE 18 HEALTH AND WELFARE BENEFITS

18.01 18.01 The Board agrees to pay on behalf of all active and eligible full time members under the age of seventy (70) and their eligible dependents, the full cost of the premiums of the benefits, which shall be subject to the terms and conditions of the governing master policies. See Appendix 1 attached hereto for a list of benefits.

18.02 Upon the member attaining the earlier of retirement or attainment of age 70, the benefits noted above shall cease.

18.03 The Board reserves the right to designate and change Carriers of the insurance coverage noted above, provided notice in writing is given to the Association prior to the effective date of the change in Carriers, and provided that the insurance plan maintains equal or better coverage.

18.04 **Health Care Spending Account (effective as of January 1st, 2014)**

A Health Care Spending Account shall be established as follows:

- (1) Effective January 1st, 2014, the Board will establish a Health Care Spending Account (HCSA) in accordance with the relevant requirements of the *Income Tax Act* for all eligible Members who retire subsequent to January 1st, 2014, subject to the following conditions of eligibility:
 - (a) The member must have retired on an unreduced OMERS pension subsequent to January 1st, 2014;
 - (b) The Civilian Member must have attained fifty-five (55) years of age as of retirement;
 - (c) The Police Member must have attained fifty (50) years of age as of retirement;
 - (d) The retiring Member must have a minimum of eighteen (18) years of continuous service with the Shelburne Police Service at the time of the retirement;
 - (e) The retiring Member must at all times meet the eligibility requirements for a Health Care Spending Account (HCSA) required by the *Income Tax Act* of Canada or established by the Board at its sole discretion.
- (2) The HCSA shall be provided at an annual maximum amount of \$2000.00 per eligible retired Member commencing on the Member's sixty-fifth (65th) birthday and terminating on the Member's seventieth (70th) birthday. Notwithstanding, in the year in which the eligible Member attains age 65 this amount shall be prorated using the number of full months remaining in the year subsequent to the Member attaining age 65. In the year in which the eligible Member attains age 70, the \$2000.00 annual maximum shall also be prorated using the number of months in that year up to the Member attaining age 70 (inclusive of the month in which age 70 is attained).
- (3) The annual HCSA is not accumulative from year to year.
- (4) The HCSA may be used by the eligible Member, or any dependent recognized by Canada Revenue Agency rules, regulations and definitions.
- (5) In the event that an eligible Member dies between age sixty-five (65) and age seventy (70), the Member's spouse shall continue to be eligible for the HCSA until the Member would have attained age seventy (70) or until the spouse remarries, whichever is earlier, subject to Canada Revenue Agency approval.
- (6) The HCSA shall be used only to reimburse eligible retired Members or their eligible dependents for medical or dental expenses that qualify for

reimbursement under Canada Revenue Agency (“CRA”) rules, regulations and definitions for allowable deductible medical and dental expenses up to the annual maximum. The parties do not object that the annual maximum also be used by the eligible retired Member to purchase a private health care plan, provided this is permitted by Canada Revenue Agency.

- (7) All claims under this HCSA must be made within the filing period established by the benefit Carrier to be eligible for reimbursement. There will be no reimbursement for any claims for expenses incurred before January 1st, 2014.
- (8) In order to receive reimbursement for medical or dental expenses, the retired Member must submit original receipts or certified copies of these receipts. It is further recognized that any such claims are subject to the payment rules established by the Carrier for this benefit.
- (9) The parties acknowledge that the provision of this HCSA is contingent on Manulife Financial’s agreement to both act and to continue to act as the benefit Carrier for the HCSA. In the event that Manulife Financial will no longer act as this benefit carrier, the Board will arrange for the same or comparable benefit with a different Carrier.
- (10) Notwithstanding the provisions of article 18.04 (Health Care Spending Account), both the Shelburne Police Association and the Shelburne Police Service Board agree that the provisions as listed in this article shall not be improved upon prior to December 31st, 2022.

ARTICLE 19

POST RETIREMENT BENEFITS

19.01 The board agrees to pay post-retirement benefits to all eligible members retiring under the terms of the OMERS plan in force at the time, and the member’s eligible dependents shall receive post-retirement benefits to age sixty-five (65) as set out in Appendix 2. The eligible members retiring must meet the eligibility requirements as stated in 19.02.

19.02 An employee who retires with an unreduced OMERS pension, who is at least fifty-years (50) of age and who has attained fifteen (15) years of continuous service with the Shelburne Police Service at the time of retirement will be eligible for group benefit continuation from the age of retirement to age sixty-five (65).

The fifteen (15) year requirement does not apply to members employed by the board on or before December 31st, 2012.

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ARTICLE 20

BEREAVEMENT LEAVE

20.01 A member shall be granted up to six (6) days Leave of Absence with full pay for the purpose of attending the funeral or service of a deceased relative. This leave shall be taken from the date of death of the relative and the day of the funeral or service and the member must attend the funeral or service in order to qualify for this leave. If such leave of absence included the member's days off, these days form part of the leave of absence. A further two days paid may be granted if deemed necessary by the Chief of Police.

For purposes of this subsection, a relative shall mean a wife, husband, child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, spouses' grandparents or grandchildren.

20.02 A member may hold one day for a scheduled internment or memorial service to be taken within six (6) months of the date of death.

20.03 A similar leave of one (1) day absence may be granted at the discretion of the Chief in the case of the death of a family member (i.e. Aunt, Uncle, etc.) where there is a close personal relationship.

ARTICLE 21

SICK LEAVE

21.01 Sick leave credits earned by any member under the plan in force, prior to January 2001, shall be deemed "frozen credits". Members may draw from any frozen credits to supplement their benefits during sick leave.

A total of eight (8) ten hour days [eighty (80) hours] per annum shall be credited to each member on a non-accumulative basis, and where any member does not use the sick days credited to him/her in any year, fifty percent (50%) of the days credited and not used shall be paid to the member at straight time, or at the member's request, all of the unused sick credits will be placed in an accumulative sick leave bank and may be used as "top up" for S.T.D. and L.T.D. leave. There will be no payout of the accumulative sick leave bank on leaving the service.

For clarification purposes of 'pay-out', i.e. three (3) days used, therefore, five (5) days remaining (5 x 10hrs =50 hours-50% of 50 =25). Therefore the member is entitled to twenty five (25) hours pay at straight time.

21.02 Effective on the date of signing the agreement, each member may utilize up to two (2) sick days per annum as 'family leave' if an immediate dependant family member under the age of 16 years is sick. It is understood that any "family leave" days taken under this provision is inclusive of the credits set out in Article 21.01.

21.03 In the event that a member, while a member of the Shelburne Police Service is injured in the line of duty, the Board shall pay the member his/her full salary while off duty up to six months. The Board shall receive any monies received by

the member from the Workplace Safety and Insurance Board, and from the group insurance plan.

ARTICLE 22 SURVIVOR'S BENEFITS

22.01 The surviving spouse and dependents of a member killed in the line of duty shall be entitled to Health Plan coverage under Article 19.01 until the surviving spouse reaches the age of sixty-five (65) years, (unless coverage becomes available through a subsequent marital relationship or other circumstances which provides benefits as close to entitlement as available). The Board shall pay one hundred percent (100%) of those benefits premium costs.

22.02 The surviving spouse and dependents of a serving member or a retired member of the Shelburne Police Service who dies shall be allowed to participate in the Health Plan under Article 19.01. Premiums shall be paid by the spouse.

ARTICLE 23 EMPLOYEE ASSISTANCE PROGRAM

23.01 The Board agrees to pay One Hundred Percent (100%) of the premiums to enroll each member into an Employee Assistance Program (EAP).

ARTICLE 24 ASSOCIATION DUTIES

24.01 The President and Secretary, or their designate, of the Shelburne Police Association shall be granted three (3) days absence to conduct the business of the Association during the course of the year. No more than two (2) members of the Shelburne Police Association shall be absent from duty to conduct Association business at one time. This absence shall be granted with full pay. At no time shall the above leave be granted if it would result in a staffing shortage or premium pay for replacement staff.

24.02 Where a member of the Shelburne Police Association is requested by the Chief of Police to attend a staff meeting, he/she shall be paid straight time for a minimum of two hours. The meetings are to be held quarterly at the Shelburne Police Station.

24.03 The Board agrees to deduct by way of payroll deduction the amount of dues that is assessed from time to time to all members of the Shelburne Police Association. The sum of such deductions to be paid to the Association within one (1) month following the deductions.

24.04 All members of the Shelburne Police Association shall pay to the Association, such dues as may be assessed from time to time by the Association. Should a member of the Shelburne Police Association be a recipient of Long Term Disability Payments or workers' compensation benefits, then the dues will not be levied on the member.

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ARTICLE 25 PERSONAL FILE

25.01 Upon request a member shall have access to his/her personal file. The request shall be made to the Chief of Police and such request shall not be unreasonably withheld.

ARTICLE 26 GRIEVANCE PROCEDURE

26.01 Subject to Section 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:

- (1) When a member of the Shelburne Police Association has any grievance or complaint, he/she shall forthwith convey to the Chief in writing all facts relative to the grievance or complaint. The member and the Chief shall make every attempt to resolve the grievance or complaint problem at this early stage (the "Preliminary Procedure").
- 26.02 (1) If the member of the Association and the Chief fail to resolve the grievance or complaint to the satisfaction of the member, or if the Chief fails to discuss, acknowledge or otherwise deal with the grievance or complaint, the member may involve the following procedure in an attempt to remedy the cause for his/her complaint or grievance. The member shall have no right of procedure unless he/she has first attempted to resolve the difference by the Preliminary Procedure.
 - (2) After the Chief of Police has heard and received the complaint or grievance, the Chief shall within fifteen (15) days communicate in writing his/her decision relative to the grievance and/or complaint.
 - (3) The Association, if dissatisfied with the ruling of the Chief of Police or his/her designate, or if the Chief of Police fails to or refuses to deal with the complaint and/or grievance within the specified time, may file with the Board the complaint and/or grievance by communicating in writing their decision in the matter.
 - (4) The Association may if dissatisfied with the decision of the Board or if the Board fails to communicate, acknowledge or inquire into the complaint and/or grievance may be submitted to an arbitrator as provided by the *Police Services Act*.
- 26.03 In the event that a member is suspended from duty, such suspension shall be in accordance with the Ontario Police Services Act.

ARTICLE 27

MANAGEMENT RIGHTS

- 27.01 (1) The Association recognizes that, subject to the provisions of the *Police Services Act* and the Regulations made thereunder by the Lieutenant Governor in Council, it is the exclusive function of the Board to:
- (i) Maintain order, discipline and efficiency;
 - (ii) Hire, discharge, direct, classify, transfer, promote, demote, or suspend, or otherwise discipline any member.
- (2) The Board agrees that no member will be dealt with adversely without reasonable cause, and that it will exercise the functions outlined in paragraph (1) in a fair and reasonable manner and without discrimination, consistent with this Agreement, the Police Services Act and the Regulations made thereunder by the Lieutenant Governor in Council, and the Ontario Human Rights Code.
- (3) If a member claims that the Board has exercised any of the functions outlined in paragraph (1) in violation of this Agreement, then such a claim may be the subject of a grievance under the provisions of the grievance procedure outlined in this Agreement, or the arbitration procedure set out in the *Police Services Act*, or dealt with under the procedures within the exclusive jurisdiction of the Ontario Civilian Commission on Police Services as prescribed in the Police Services Act, as the case may be.

ARTICLE 28

LEGAL INDEMNIFICATION

- 28.01 (1) The Board shall indemnify a member of the police service for reasonable legal costs incurred,
- (a) in the defense of a civil action
 - (b) in the defense of a criminal prosecution, excluding a criminal prosecution in which the member is found guilty of a criminal offence,
 - (c) in the defense of a statutory prosecution.
 - (d) in respect of any other legal proceeding in which the good faith performance of the member's duties of employment is or may be an issue.

Without limiting the generality of "any other proceedings", such proceeding shall include a Coroner's inquest, and proceedings initiated by a public complaint, including a hearing under Part V of the Police Services Act, and investigation and inquiry under Part

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II of the Police Services Act, and a public inquiry under the Public Inquiries Act.

- (e) during an SIU investigation.
- (2) A member shall not be indemnified under this Article for legal costs arising from:
- (a) A grievance or complaint under the Collective Agreement between the Board and the Association.
 - (b) An act or omission of the member acting in their capacity as a private citizen.
 - (c) Any act or omission of the member not connected to the good faith performance of their duties.
- (3) The Board shall provide funds to a member who is eligible for legal indemnification under this Agreement for a retainer and for interim payment of legal costs as reasonably requested by the member's counsel, upon application by the member, which application may be made on the following basis:
- (a) It appears that the member is entitled to indemnification of the costs for legal counsel arising under this Agreement, and in the case of a criminal charge where the actions of the member in connection with the criminal charge appear to be consistent with the attempted performance in good faith of their duties as a Police Officer,
 - (b) The funds applied for do not exceed the greater of \$6,000.00 or fifty (50) percent of reasonable legal costs, and in the event of a dispute, shall be determined by the Board's solicitor. If the interim legal costs increase over time, the member may apply for additional funds within the terms of the Article; and
 - (c) The member shall undertake to indemnify the Board for such funds if the member is not entitled to indemnification in accordance with this Agreement.
- ~~(4) Where a member is a defendant in a civil action for damages because of acts done in the good faith performance of the member's employment or duties as a Police Officer, the member shall be indemnified for the reasonable legal costs incurred in the defense of such an action in the following circumstances only.~~
- ~~(a) Where the Board is not joined in the action as a party pursuant to Section 50 (1) of the Police Services Act, and the Board does not~~

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defend the action on behalf of itself and the member as joint tortfeasors at the Board's sole expense.

- (b) Where the Board is joined as a party or elects to defend the action, but the solicitor retained on behalf of the Board and the member is of the view that it would be improper for the solicitor to act for both the Board and the member in that action.
- (5) For the purpose of legal indemnification under this Agreement, "reasonable legal costs" shall be based on the account rendered by the counsel performing the work. The account shall be subject initially to the approval of the Board's solicitor and, in the case of a dispute between the counsel rendering the account and doing the work and the Board's solicitor, the account shall be paid after it has been assessed on a substantial indemnity basis by an assessment officer of the Ontario Superior Court of Justice.
- (6) For the purpose of legal indemnification under this Agreement, the reasonable legal costs incurred by a member shall be deemed to have been incurred by the member, notwithstanding that the member may have received financial assistance in respect thereof from the Association.

ARTICLE 29

SIU – LEGAL COUNSEL

29.01 In addition to provisions of Article 28.01, during an SIU investigation under the Police Services Act where the member has been named, as a "subject officer", up to the time that an Information, if any, is laid against such member, or any "witness" officer up to the point they are named a subject officer. Such officers will be provided a lawyer from a list agreed to by the Board and the Association.

ARTICLE 30

SPECIALTY PAY

30.01 The Board agrees to pay each member, up to a maximum of \$750.00 in a calendar year, the following amounts payable on December 1st, of each year. Entitlement shall be pro-rated, based on the number of months of the respective year that the member is qualified subject to provisions in paragraph (5) below, with the exception of 30.01 (4):

- (1) Any member, having received accredited training and being qualified and designated by the Chief of Police as a Breathalyzer Technician, shall be remunerated at a rate of two hundred and fifty dollars (\$250.00) per annum.
- (2) Any member, having received accredited training and being qualified and designated by the Chief of Police as a Scenes of Crime Officer, shall be remunerated at a rate of two hundred and fifty dollars (\$250.00) per annum.

- (3) Any member, having received accredited training and being qualified and designated by the Chief of Police as a Criminal Investigator, shall be remunerated at a rate of four hundred dollars (\$400.00) per annum.
- (4) All Police members who successfully completes the fitness testing as outlined by the Ontario Police College shall receive his/her fitness pin and an additional two hundred dollars (\$200.00) per annum. Testing shall be conducted yearly on the members own time and expense. A member must successfully complete the fitness testing to qualify in each succeeding year to be eligible.

If a member leaves the Shelburne Police Service, this entitlement shall be prorated, based on the number of months the member was employed with the Shelburne Police Service.

- (5) Specialty-Pay pay shall also not be paid to any member:
 - a) Who is absent from work for any reason in excess of 21 consecutive days of work (excluding time off due to vacation)
 - b) Who is suspended from duty (If a member is suspended, this entitlement shall be prorated, based on the number of months the member was under suspension).

ARTICLE 31 CIVILIAN AGREEMENT

31.01 The Board recognizes the Association as the exclusive bargaining agent for all civilian members of the Service except those civilian members of the Service covered by a separate agreement between the Board and an Association composed only of senior officers of the Service pursuant to Section 118 of the *Police Services Act*.

ARTICLE 32 DISBANDMENT/AMALGAMATION

32.01 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 Shelburne Police Service becoming part of any other police service, including the Ontario Provincial Police, the Board shall endeavor to ensure that the benefits to be provided to each member in respect of past service and in respect of future service are comparable to the benefits provided under this Agreement. If by reason of such change the service of any member is terminated the Board shall endeavor to ensure the member will receive, without loss, all pensions, vacation, and other benefits accrued to him provided always that this provision is subject to the terms of any legislation. The Shelburne Police Services Board shall be responsible for all costs incurred with any changes to service time, benefits, or pensions with the new employer.

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- 32.02 In addition to the foregoing, should the Service be disbanded or reduced in size as a consequence for an agreement with the Ministry of the Solicitor General to have the Ontario Provincial Police assume policing responsibilities for the municipality, each member of the service not offered employment with the Ontario Provincial Police, or whose employment is terminated as a consequence of any agreement with the Ministry of the Solicitor General to have the Ontario Provincial Police assume policing responsibilities shall be entitled to the following:
- a) Four (4) weeks salary for every year of service or part thereof, but in any event no less than twelve (12) weeks salary;
 - b) The full Hospital and Medical Benefit package under this agreement at the date of termination, to continue for two (2) years from the date of termination, or until the member is re-employed and in receipt of such benefits from the member's new employment;
- 32.03 Cash payout of the total number of sick days standing to the credit of each member, based upon the salary rate at the time of termination of employment, up to six (6) month's salary.
- 32.04 The Board agrees that when a member is offered and accepts employment with the Ontario Provincial Police, the Board will pay all costs to ensure that the member shall continue to have the same pensionable service under the Public Service Pension Plan as the member enjoyed under the OMERS Pension Plan.
- 32.05 The Board agrees that on the date of disbandment of the service, each member absent from duty by virtue of illness or injury, or an authorized absence, shall continue to be provided with all of the benefits of this Agreement, unless such benefits are otherwise provided by the Ontario Provincial Police from the date of disbandment.
- 32.06 In the event the Board receives permission to disband the Service and contracts policing to another police service, other than the Ontario Provincial Police, or amalgamates with another police service, the disbandment or amalgamation shall not occur unless all members of the Service are offered the same or similar employment with the new police service. The new employment shall be at the same or higher rank or classification level without loss of seniority, and an equivalent or improved salary and benefits package as provided in this Agreement.
- 32.07 All rights, privileges, benefits, customs, practices and working conditions enjoyed by members prior to the execution of this Agreement, provided they are not in conflict with any of the other provisions of the Agreement, the *Police Services Act* or the regulations made there under by the Lieutenant Governor in Council, shall be continued and no change therein shall be made unless agreed to by the parties.

- 32.08 If policing is totally provided by the Ontario Provincial Police, resulting in the Shelburne Police Service being disbanded, the Board agrees to pay severance packages for all employees. Severance Pay shall be calculated on the basis of service with the Shelburne Police, one (1) week's pay for each year of full time and/or part-time service. Part years are to be calculated proportionately.

ARTICLE 33

PART-TIME UNIFORM MEMBERS

- 33.01 (1) "Part-time Uniform Member" means a sworn constable who is a member of the police service in accordance with the provisions of the *Police Services Act* and, subject to paragraph (2), is fully trained in accordance with the requirements of the *Police Services Act* and Regulations thereto, and who works up to an average of thirty (30) hours per week, or who is required to fill a vacancy created due to the temporary absence of a full-time member not exceeding one (1) year.
- (2) A Part-time Uniform Member shall only be employed by the Service to augment the full-time uniform staff when a full-time member of the Service is off duty as a result of maternity or parental leave, illness, injury, training or vacation, or in urgent situations where the manpower of the Service is insufficient to address the needs and safety of the members and the community.
- (3) Subject to paragraph (2) above, all full-time members shall be given the first right of refusal for additional duties before a person is employed as a Part-time Uniform Member. Under no circumstances shall a Part-time Uniform Member be allowed to perform any duties other than those normally performed by a constable on regular patrol.
- (4) A Part-time Uniform Member shall not be used to circumvent the provisions of this Collective Agreement. Specifically, a Part-time Uniform Member may not be assigned or deployed to avoid or prevent the payment of any premium or benefit that a full-time member would otherwise be entitled to receive.
- (5) Part-time Uniform Members shall not be used to reduce the recognized full-time uniform strength of the Service.
- (6) A Part-time Uniform Member who is subsequently reclassified as a full-time member shall have all hours of service converted to seniority on the basis of 2080 hours equals one (1) year, which seniority shall be applicable to all provisions of the Agreement.
- (7) The salary and benefits including other terms of employment of a Part-Time Uniform Member shall be in accordance with the provisions of this Agreement, subject to the following:

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- (a) Salary for a part-time uniform member will be paid at the 4th class rate until they have completed 2080 hours of service with the Shelburne 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.
- (b) The hourly rate of the part-time uniform member shall be equal to the annual rate of the full time constable divided by 2080 hours for the classification or the re-classification which any part time uniform member has achieved.
- (c) The member shall be enrolled immediately upon employment in the OMERS Pension Plan in accordance with Article 18.01 of this Agreement.
- (d) Vacation and Statutory Holidays shall be in accordance with the Ontario *Employment Standards Act, 2000*.
- (e) A \$50,000 life insurance policy with accidental death and dismemberment shall be supplied by the Board. This insurance policy only is effective while the Part Time employee is actually performing police duties.
- (f) Uniforms and appropriate equipment shall be provided at the discretion of the Chief.
- (g) The following articles in the full time Uniform Collective Agreement between the Shelburne Polices Services Board and the Shelburne Police Association shall not apply to the part-time constables:
 - Clauses 4.02 to 4.09 inclusive (Classifications)
 - Clause 5.03 (Retention-Experience Pay)
 - Clause 6.01 (Acting Position)
 - Clause 9.01 (Education)
 - Clause 11.01 to 12.05 inclusive (Hours of Work/Vacation)
 - Clause 13.01 to 13.03 (Statutory Holidays)
 - Clause 14.01 (Uniform & Equipment)
 - Clause 18.01 – 18.04 inclusive (Heath & Welfare Benefits)
 - Clause 19.01 (Post Retirement Benefits)
 - Clause 20.01 (1)(2) (Bereavement Leave)
 - Clause 21.01 – 21.03 (Sick Leave)
 - Clause 22.01 – 22.02 (Survivors Benefits)

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- (8) A Part-Time Uniform Member who is employed to fill a vacancy created due to the temporary absence of a full-time member may be employed to work in excess of up to an average of thirty (30) hours per week, and shall be employed on a specified fixed term not to exceed one (1) year. In the event the employment of the Part-Time Uniform Member employed for a fixed term continues beyond one (1) year, the Part-Time Uniform Member is thereafter a full-time member covered by this Agreement.
- (9) A Part-Time Uniform Member employed in excess of up to an average of thirty (30) hours per week may not be employed for more than a twelve (12) month period.

ARTICLE 34 ANIMALS

- 34.01 No members shall be obligated to chase, pick up or transport animals, except in the case of an emergency.

ARTICLE 35 PREGNANCY/PARENTAL LEAVE

- 35.01 Members shall be entitled to pregnancy leave and/or parental leave in accordance with the provisions of the *Employment Standards Act*. A member intending to go on pregnancy leave shall make written application to and supply the Board with a certificate from a legally qualified medical practitioner stating that she is pregnant and give the estimated date of delivery. A member on maternity and/or parental leave shall receive benefits provided under Article 35.02.
- 35.02 During pregnancy 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 70% of her/his regular rate of pay; and,
 - b) in the case of pregnancy 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 pregnancy benefits the member receives and 70% of her regular rate of pay. The combined weekly payments received from the plan and the weekly rate of employment insurance benefits will not exceed 70% of the member's weekly earnings.
 - 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 equivalent to the difference between the employment insurance parental benefits the member receives and 70% 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 70% 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. 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.
- 35.03 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.
- 35.04 While on pregnancy 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 subject to the rules of the Plans themselves and that the member makes any required contributions.
- 35.05 Pregnancy and parental leave for the natural mother for the purpose of this Article shall not exceed fifty two (52) weeks, not more than seventeen (17) weeks for pregnancy leave and not more than thirty five (35) weeks for parental leave.

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ARTICLE 36

DURATION OF AGREEMENT


36.01 This agreement shall be effective as of the 1st day of January, 2016 and shall remain in force and effect until the 31st day of December, 2019.

WITNESSED IN THE PRESENCE OF:


PRESIDENT OF THE
SHELBURNE POLICE ASSOC.


CHAIR,
LEN MIKULICH
SHELBURNE POLICE
SERVICES BOARD


SECRETARY OF THE
SHELBURNE POLICE ASSOC.


SANDRA LAWRENCE
MEMBER,
SHELBURNE POLICE
SERVICES BOARD


Jennifer Roach
Member
Shelburne Police Assoc.


RANDY CHAMBERS
MEMBER,
SHELBURNE POLICE
SERVICES BOARD

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SCHEDULE "A"

UNIFORMS AND EQUIPMENT

1. Each full time member shall be issued each year:
 - 3 pairs of wash and wear pants
 - 2 shirts
 - 3 pairs of black dress socks
 - 1 black cotton turtleneck shirt

2. Each full time member shall be issued when needed:
 - 1 pair of winter insulated gore tex pants
 - 1 pair of summer boot/shoe or 1 pair of winter combat boots
 - 1 pair of lined leather gloves
 - 1 dress tunic with shoulder flashes affixed
 - 1 pair of dress cloth pants
 - 1 red cloth belt with buckle
 - 1 white lanyard
 - 1 Patrol Jacket with shoulder flashes affixed
 - 1 black nylon raincoat with shoulder flashes affixed
 - 1 leather police issue belt
 - 1 holster
 - 1 handcuff case
 - 1 set of handcuffs and key
 - 1 40 caliber Pistol as specified in the Police Services Act
 - 3 Magazines and Pouches
 - 1 Canister of Pepper Spray & Case
 - 1 Expandable Baton & Case
 - 1 police identification badge
 - 1 fur winter hat
 - 1 protective vest with nylon vest cover
 - 1 pair white dress gloves
 - 1 winter sweater (maximum one every three years)
 - 1 cap
 - 2 ties
 - 1 white dress shirt
 - 1 pair of black dress boots

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Town of Shelburne

Appendix 1 as referred to Article 18 - Health & Welfare

BENEFIT	All Eligible Uniform Police
LIFE INSURANCE	Manulife Policy 50063, Class 122 - Plan SC
Benefit amount	1 X annual earnings
Maximum / NEM	\$120,000
Benefit Reduction / Termination age	Benefit amount is reduced by 50% at age 65 and terminates the earlier of age 70 or retirement
Supplemental Life	Manulife Policy 50063, Class 122 - Plan SC
Benefit Amount	\$80,000
Termination age	Age 70 or earlier retirement
AD&D	AIG Policy 9133902K
Benefit amount	4 x annual earnings
Maximum / NEM	\$400,000
Benefit Reduction / Termination age	Benefit amount is reduced by 50% at age 65 and terminates the earlier of age 70 or retirement
Weekly Indemnity	
Benefit amount	75% of weekly earnings
Maximum / NEM	\$1,500
Elimination Period	0 day accident / hospitalization; 7 days sickness
Benefit Period	17 weeks
Termination age	Age 70 or earlier retirement
EMPLOYEE ASSISTANCE PROGRAM	
Resilience	Covered
LONG TERM DISABILITY	
Benefit Amount	70% of monthly earnings
Maximum / NEM	\$6,000
Qualifying Period	119 days
Termination age	Age 65 less qualifying period or earlier retirement
EXTENDED HEALTH CARE	
Deductible	\$10 Single & \$20 Family per calendar year (excludes Semi-Private; Vision, Hearing Aids and Travel)
Termination age	Age 70 or earlier retirement
Vision Care	\$350 per 24 months (per 12 months for persons under age 18)

Uniform Collective Agreement – 2016-2019

Eye Examinations	One exam per 24 months (included in vision care maximum)
Hospital	Semi-private
Private Duty Nursing	\$25,000 per 36 months
Drug Plan Description	Prescribed (includes OTCs)
- Deductible / Co-payment	Nil / 100%
- Capped Dispensing Fee	\$9.00
- Generic Substitution	Mandatory generic with exception process
- Limitations	Anti-obesity - \$3,500 per lifetime
- Exclusions	Fertility drugs, Smoking Cessation, ED drugs
Chiropractor	\$500 per calendar year plus \$50 x-rays per calendar year
Osteopath, Podiatrist, Chiropodist, Naturopath, Speech Therapist, Physiotherapist, Massage	\$500 per calendar year per practitioner
Clinical Psychologist/Marriage and Family Therapist	\$1,000 per calendar year combined
Dietician	\$280 per calendar year
Orthopedic Shoes or Boots	1 pair per calendar year up to R & C
Custom-Molded Orthotics	2 pairs per calendar year up to R & C
Hearing Aids	\$500 per 60 months
Travel / Out of Country	\$1,000,000 per trip maximum, 60 day trip duration
DENTAL	
Deductible	Nil
Benefit	Basic/Supplementary Services -100% - Unlimited
	Dentures & Major Restorative Services - 50% - \$2,000 per calendar year each
	Orthodontic Services - 50% - \$2,000 per lifetime
ODA Fee Schedule	Current -1 year
Recall Frequency	once per 9 months (per 6 months for dependents under 22)
Termination age	Age 70 or earlier retirement

Town of Shelburne

Appendix 2 as referred to Article 19 - Post Retirement Benefits

BENEFIT	All Eligible Uniform Police - Early Retirees
EXTENDED HEALTH CARE	
Deductible	\$10 Single & \$20 Family per calendar year (excludes Semi-Private; Vision, Hearing Aids and Travel)
Termination age	age 65
Vision Care	\$350 per 24 months (per 12 months for persons under age 18)
Eye Examinations	One exam per 24 months (included in vision care maximum)
Hospital	Semi-private
Private Duty Nursing	\$25,000 per 36 months
Drug Plan Description	Prescribed (includes OTCs)
- Deductible / Co-payment	Nil / 100%
- Capped Dispensing Fee	\$9.00
- Generic Substitution	Mandatory generic with exception process
- Limitations	Anti-obesity - \$3,500 per lifetime
- Exclusions	Fertility drugs, Smoking Cessation, ED drugs
Chiropractor	\$500 per calendar year plus \$50 x-rays per calendar year
Osteopath, Podiatrist, Chiropracist, Naturopath, Speech Therapist, Physiotherapist, Massage	\$500 per calendar year per practitioner
Clinical Psychologist/Marriage and Family Therapist	\$1,000 per calendar year combined
Dietician	\$280 per calendar year
Orthopedic Shoes or Boots	1 pair per calendar year up to R & C
Custom-Molded Orthotics	2 pairs per calendar year up to R & C
Hearing Aids	\$500 per 60 months
Travel / Out of Country	\$1,000,000 per trip maximum, 60 day trip duration
DENTAL	
Deductible	Nil
	Basic/Supplementary Services -100% - Unlimited
Benefit	Dentures & Major Restorative Services - 50% - \$2,000 per calendar year each
	Orthodontic Services - 50% - \$2,000 per lifetime
ODA Fee Schedule	Current -1 year
Recall Frequency	once per 9 months (per 6 months for dependents under 22)
Termination age	age 65

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MEMORANDUM OF UNDERSTANDING

BETWEEN:

SHELBURNE POLICE SERVICE BOARD

(the "Board")

-AND-

THE SHELBURNE POLICE ASSOCIATION

(the "Association")

WHEREAS the previous Collective Agreement between the Board and the Association expired December 31, 2015 (the "Previous Agreement");

AND WHEREAS this Memorandum of Understanding outlines the amendments to the Previous Agreement;

AND WHEREAS this Memorandum of Understanding read in conjunction with the Previous Agreement will constitute the new Collective Agreement between the Board and the Association;

NOW THEREFORE, the Board and the Association agree to the following amendments:

ARTICLE 8 – Add 8.02

8.02 A member will be deemed to have worked 10 hours per day for any training course/seminar that requires an overnight stay.

ARTICLE 11 – Add Article 11.1

11.1 Each full time member assigned to a twelve (12) hour shift shall work four (4) twelve (12) hour shifts in a row, subject to being on call, and shall report to the Police Station ten minutes prior to the starting time of his/her shift.

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ARTICLE 11 – Add Article 11.2 to substitute twelve hour shift for ten hour shift

11.2 Any member being required to work in excess of his/her normal twelve hour shift shall be paid at the rate of one and one-half times his/her then current rate of pay which shall commence after thirty minutes of the hour in which he/she is working. In the event that any member concludes his/her tour of duty at any time beyond the first thirty minutes of the hour in which he/she is working he/she shall be credited for the full hour. This amount shall be payable monthly.

ARTICLE 11 – Add the following articles

11.05 Time off or schedule changes or requests for changes shall be made 7 days prior to the date affected. If a member requests a shift change with less than 7 days' notice, the member making the request must get approval from the affected officer by the shift change.

a) This clause only applies if the shift change causes a violation of the mandatory Double Coverage rules.

For clarity, this addresses a common member complaint in regards to numerous short notice shift changes or adjustments. With the exception of exigent emergency circumstances no officer should be forced to make a shift change under short notice. The officer does have the option of agreeing to a requested shift change at their own discretion.

11.06 When scheduling, Double Coverage must be maintained as per the Double Coverage rules. The following lists the priority in which schedule changes will be made to accommodate Double Coverage rules:

- i. Shift bump from Days to Nights or Nights to Days
- ii. Scheduling a part-time officer
- iii. Calling an officer in on overtime

11.07 Due to the 12 hour shift schedule, officers may work up to 104 hours extra per year. These hours are to be taken as Lieu Time Off. Lieu Time Off is to be taken in two (2) hour slots at the beginning or end of any shift, once per week, so long as Double Coverage rules are not violated.

For clarity, the two (2) hours per week are to be taken off at the beginning or the end of any shift in the week, as long as the Double Coverage rules are not violated. There should be many opportunities within each week to take these two (2) hours off.

Lieu time off shall be scheduled to optimize effective shift coverage and to assist with officer safety. The lieu time off will in no way create additional costs to the Shelburne Police Service.

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ARTICLE 12 - Amend Article 12.01

12.01 Vacation with pay shall be granted on the following basis:

- (1) Members with more than one year of service but less than three years' service shall receive 80 hours/two weeks' vacation with full pay.
- (2) Members with more than three years' service but less than eight years' service shall receive 120 hours/three weeks of vacation with full pay.
- (3) Members with eight years' service but less than sixteen years' service shall receive 160 hours/four weeks of vacation with full pay.
- (4) Members with sixteen years' service but less than twenty-five years' service shall receive 200 hours/five weeks of vacation with full pay.
- (5) Members with twenty-five years or more service shall receive 240 hours/six weeks of vacation with full pay.

Notwithstanding clause 12.01, years of service will not apply to time spent as a cadet-in-training.

- (a) Any Lieu Time Off (as a result of the twelve (12) hour shift) will be subtracted from vacation or overtime hours taken, when a member takes a set of four (days) off at a time.

For clarity, when a member takes a set of four days of vacation, that will only cost the member 46 hours of vacation. This is because the member's two (2) hours of Lieu Time Off are deducted from the forty-eight (48) hours (four twelve hour shifts) of vacation time.

ARTICLE 21 – Add the following sub-articles to Article 21.01

- (a) Each member is to maintain 8 sick days (total of 80 hours)
- (b) In the event that a member takes a 12 hour sick day, only 10 hours will be deducted from that member's sick bank.

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ARTICLE 37 – Replace 37.01 with the following:

37.01 This agreement shall be effective as of the 1st day of January, 2016 and shall remain in force and effect until the 31st day of December, 2019.

Signed, sealed and delivered this 9th day of December, 2016.

Shelburne Police Services Board Per:	Shelburne Police Association Per:
<i>SPB</i> Mayor CHAIR	President
Member	Secretary
Member	Member
Secretary	

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