

COLLECTIVE AGREEMENT

Between:

THE STRATFORD POLICE SERVICES BOARD

-AND-

THE STRATFORD POLICE ASSOCIATION

January 1, 2013 to December 31, 2014

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THIS AGREEMENT made as of this 1st day of January 2013

BETWEEN:

THE STRATFORD POLICE SERVICES BOARD
Hereinafter called the "BOARD"

OF THE FIRST PART

and

THE STRATFORD POLICE ASSOCIATION
Hereinafter called the "ASSOCIATION"

OF THE SECOND PART

ARTICLE 1 SCOPE AND PURPOSE

1.01

- (1) The purpose of the Agreement is to establish the salaries, hours of work, and other working conditions of persons covered by this Agreement, and this Agreement shall cover all full-time members of the Police Service, and all part-time members as set out in Article 12, excepting the Chief of Police and Deputy Chief of Police and those excluded by Statute, or by this Agreement.
- (2) Definitions

"completed years of service" for members hired prior to ratification of this agreement, completed years of service shall mean continuous (unbroken) service as a Sworn Officer with any Federal, Provincial or Municipal Police Service in Canada which has been created by the relevant statute law; this will also include continuous service as a Sworn Officer in the Military Police of the Canadian Armed Forces; for members hired after ratification of this agreement, completed years of service shall mean only all continuous (unbroken) service as a Sworn Officer with the Stratford Police Service.

ARTICLE 2 DURATION

- 2.01 This Agreement between the Board and the Association shall be effective and in force from January 1, 2013 until December 31, 2014, and thereafter from year to year.

ARTICLE 3 RELATIONSHIP

- 3.01 The parties hereto mutually agree that any eligible member of the Stratford Police Service, hereinafter called the "Police Service", may become a member of the Stratford Police Association.

- 3.02 The Board and the Association agree that there will be no discrimination, interference, restraint or coercion exercised or practiced by the parties or their representatives against members of the Police Service, or membership in the Association.

ARTICLE 4 RESERVATION OF ADMINISTRATIVE RIGHTS

The Association acknowledges that subject to the provisions of the Police Services Act, and the regulations made thereunder by the Lieutenant Governor, it is the exclusive function of the Board to

- 4.01 Maintain order, discipline and efficiency.
- 4.02 Hire, discharge, transfer, promote, demote, or discipline employees provided that a claim of discriminatory promotion, demotion or transfer, or a claim that a member of the Police Service has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.
- 4.03 Generally to supervise and administer the affairs of the Police Service. The Board agrees that these functions will be exercised in a manner consistent with the general purpose and intent of this Agreement.
- 4.04 In the event of promotion, when all other things are equal, or relatively so, priority will be given to those with the greatest length of service, although it must be definitely understood that length of service, unsupported by the requisite qualifications of loyalty, activity, intelligence and conduct, cannot entitle members to promotion. Merit and not favour is the basis of advancement. The Chief of Police will post a brief description of any job promotion or transfer on the bulletin board and any interested, qualified applicant may make application in writing within twenty (20) working days.

ARTICLE 5 BARGAINING COMMITTEE

- 5.01 The Bargaining Committee shall consist of three members of the Police Service, who are members of the Stratford Police Association. It is clearly understood that the Bargaining Committee will deal only with such matters as are properly the subject of negotiations, including proposals for the renewal or modification of the Agreement at the proper time.
- 5.02 It is understood and agreed that meetings between the Board and the Bargaining Committee shall take place at mutually agreeable times and at mutually agreeable locations.

ARTICLE 6 GRIEVANCE PROCEDURE

- 6.01 It is the mutual desire of the parties hereto, that complaints of members of the Police Service shall be adjusted as quickly as possible, and it is generally understood that

members have no complaint until they have first given to their immediate supervisor or designate, unless the grievance involves the immediate supervisor or designate then to the next highest rank, an opportunity of adjusting the complaint as provided by the General Orders Manual governing the Police Service.

- 6.02 If such complaint or question is not settled to the satisfaction of the member concerned within four (4) days, then 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:

Step #1

The member may lay the matter in writing before the Association Grievance Committee or its representative who may make such investigation thereof as it thinks necessary. The Association Grievance Committee may then take the matter up with the Chief. The Chief shall give his decision on the grievance in writing within five days from the date of the last representation made by the Association Grievance Committee.

Step #2

If no settlement is reached in Step 1, the Association Grievance Committee or its representative may, at any time within ten (10) days of receipt of the decision of the Chief, submit the grievance to the Board which shall then fix a time within the next six (6) weeks at which time it will hear submissions from one (1) or more members or a representative of the Grievance Committee. The Board will notify the Committee in writing of its decision within ten (10) days of the hearing.

- 6.03 The time limits in this Article may be extended at any stage by mutual agreement of the parties involved.

ARTICLE 7 ARBITRATION

- 7.01 Either party may request that a complaint be submitted to arbitration. All differences between the parties hereto arising from the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or any matter arising from any alleged violation of the Agreement or of any decision or award shall be submitted to arbitration.

Arbitration shall be by a single arbitrator who shall be appointed and act under the provision of the Police Services Act, and the decision of such arbitrator shall be final and binding upon both parties.

- 7.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the complaint.

- 7.03 Each of the parties hereto will bear one-half of the expense of the arbitrator.
- 7.04 No matter shall be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 7.05 The proceedings of the Arbitration Board will be expedited by the parties hereto.
- 7.06 At any stage of the adjustment procedure, including arbitration, the conferring parties may have the assistance of a member or members of the Police Service concerned, and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to confer with the necessary witnesses.

ARTICLE 8 SALARIES

8.01

- (1) The Board shall pay each member the salary set out in Schedule "A" annexed hereto and forming part of this Agreement. A Sergeant shall receive 115% of a First class constable wage.
- (2) Experience Pay shall be applicable only to sworn members as follows:

Effective January 1, 2007:

- Sworn members shall be entitled to 3% of First Class Constable salary only after eight (8) completed years of service;
- Sworn members shall be entitled to 4% of First Class Constable salary only after seventeen (17) completed years of service;
- Sworn members shall be entitled to 5% of First Class Constable salary only after twenty-three (23) completed years of service.

Effective January 1, 2008:

- Sworn members shall be entitled to 3% of First Class Constable salary only after eight (8) completed years of service;
- Sworn members shall be entitled to 6% of First Class Constable salary only after seventeen (17) completed years of service;
- Sworn members shall be entitled to 9% of First Class Constable salary only after twenty-three (23) completed years of service.

Experience Pay is applicable only to salary and does not apply to benefits such as overtime, paid duties, sick bank payouts, specialty pay, etc.

In order to be eligible for Experience Pay, a member must occupy the position of

First Class Constable or a sworn rank above this level.

Experience Pay will not be paid in the following situations:

- (i) a member will not receive Experience Pay while suspended from duty;
 - (ii) a member must be free of a disciplinary conviction for which the confined penalty was the forfeiture of forty (40) or more hours' pay or leave, or forty (40) or more hours' suspension without pay, imposed in the previous twelve (12) months; a member who fails to meet this criteria will revert one (1) Experience Pay level until this criteria is achieved.
- (3) The Board shall not make any deductions from a member's salary unless authorized by statute, court order, an arbitration award or unless there has been a payroll error which is being corrected by way of deduction.
- (4) Members shall be paid by-weekly. The Board shall provide each member with an itemized statement of salary, overtime and other supplementary pay.

8.02 A Fourth Class (probationary) Constable (2), after six months service with the Service, may be promoted to a Fourth Class (probationary) Constable (1) if such service is satisfactory. If it is not, such promotion may be deferred for up to three months. A Fourth Class (probationary) Constable (1) after six months service as such may be promoted to a Third Class Constable (2) if such service is satisfactory. If it is not, such promotion may be deferred for up to three months. If any deferral of promotion occurs, such person shall be advised forthwith in writing of the reason for such deferral and may be counseled by a superior officer in relation thereto. After a Third Class Constable (2) has been in such position for six months, such person shall be promoted to a Third Class Constable (1). After a Third Class Constable (1) has been in such position for six months, such person shall be promoted to Second Class Constable. After a Second Class Constable has been in such position for one (1) year such person shall be promoted to First Class Constable.

All new members of the civilian staff shall have a probationary period lasting three months. The probationary period will commence with the member's first day of employment.

A probationary employee may be terminated by the Chief at his sole discretion upon recommendation to the Board.

8.03 A Special Constable (3), after one year of service, shall be promoted to Special Constable (2) if such service is satisfactory. If it is not, such promotion may be deferred for up to three (3) months. A Special Constable (2), after one year of such service, shall be promoted to Special Constable (1) if such service is satisfactory. If it is not, such promotion may be deferred for up to three months. If any deferral of promotion occurs,

such person shall be advised forthwith in writing of the reason and may be counseled by their supervisor.

- 8.04 Unless otherwise determined by the Board at the time, employment with the Police Service commences as such, a Clerk-Communicator shall start in Category 5, may be promoted to Category 4 after six months, if such service is satisfactory. If it is not, such promotion may be deferred for up to three months. A Clerk-Communicator in Category 4 after six months service may be promoted to Category 3, if such service is satisfactory with the successful completion of the C.P.I.C. Training Course. If it is not, the promotion to Category 3 may be deferred for up to three months. If any deferral of promotion occurs, such person shall be advised forthwith in writing for such deferral and may be counseled by their supervisor in relation thereto. After Category 3 conditions are met, a Clerk-Communicator shall be promoted to Category 2 after twelve months and shall be eligible for promotion on recommendation by the Chief to Category 1 after twelve months in Category 2. Depending on qualifications and previous experience, the Chief may recommend and the Board may approve promotion through the categories of the Clerk-Communicator more quickly than as set forth.
- 8.05 Unless otherwise determined by the Board at the time, employment with the Police Service commences as such, a Recording Clerk shall start in category 3, and shall be promoted to category 2 after one year in category 3. A Recording Clerk in category 2 shall be promoted to category 1 after one year in category 2. The Board may place a person in the Recording Clerk position at a rate higher than the starting rate, and could promote a person to a higher category more quickly than indicated above, if it felt it was appropriate to do so having regard to the experience, qualifications, and performance on the job of such person.
- 8.06 Clerk 3 shall be reclassified to Clerk 2 after completion of six months service or reclassified earlier to a higher rate on recommendation of the Chief of Police. After one year of service, the member shall be eligible on the recommendation of the Chief of Police to be reclassified Clerk 1.

Depending on qualifications, the Chief of Police shall be allowed to start a Clerk at a pay rate higher than Clerk 3 and may, after a trial period, recommend advancement to a higher grade for the position involved.

- 8.07
- (1) Effective January 1, 2007, any afternoon shift for Civilian Members commencing at 2:00 p.m. or later, will have a shift premium of \$0.55 for all hours worked on such shift.
 - (2) For members working ten-hour shifts, shift differential shall be paid to members working shift work at the rate of \$.55 per hour for members working 2:00 p.m. to 12:00 a.m.

- (3) For members working twelve-hour shifts, shift differential shall be paid to members working the night shifts 7:00 p.m. to 7:00 a.m. or overlap 5:00 p.m. to 5:00 a.m. at the rate of \$.90 per hour (with no shift differential being paid to members working the 7:00 a.m. to 7:00 p.m. shift). Effective January 1, 2011, shift differential will be \$.95 per hour. Effective January 1, 2012, shift differential will be \$1.00 per hour.
- 8.08 Shift differential shall be paid on the pay period on or before December 14th, of each year and calculated as of October 31st of each year with shift pay for the months of November and December to be carried forward to the succeeding year.
- 8.09 Members shall be paid their regular wages at bi-weekly intervals.
- (1) Officers engaged in Coach duties shall be paid 108% of a First Class Constable rate for each shift the member is engaged in such duties.
 - (2) When a sworn member of the Police Service is assigned to a position as a CID Constable or Domestic Violence Co-ordinator, the sworn member shall be paid 108% of a First class Constable rate while the sworn member works in that capacity.
 - (3) Intoxilyzer technicians and Emergency Response Containment Team Members shall receive an amount of \$275.00 upon the successful completion of the annual re-qualification. Effective January 1, 2011, this annual stipend will increase to \$300.00
 - (4) Clerk Communicators required to train other Clerk Communicators shall be paid 106% of their wage for each shift the member is engaged in such duties.
 - (5) Effective January 1, 2010, the Senior Civilian rate shall be 103% of the Category 1 rate for their job classification. To be entitled to this higher rate, the Senior Civilian must have a minimum of ten (10) years of service with any police service in Canada.

Effective January 1, 2010, the Senior Civilian rate shall be 104% of the Category 1 rate for their job classification. To be entitled to this higher rate, the Senior Civilian must have a minimum of twenty (20) years of service with any police service in Canada.
 - (6) For the purpose of Section 8.11(e) the inclusion of any Police Service other than the Stratford Police Service is effective 31 October 1995 without retroactive pay.
- 8.10 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 remit it to the Association within 30 days after making each such deduction.

ARTICLE 9 ACTING RANKS

- 9.01 When a member of the Police Service is assigned to a post in an acting capacity, the member shall be paid the wages of that rank while acting in that capacity. Each member will have the option of drawing a cash payment from their Acting Rank on a quarterly basis having given two weeks written notice of such intent.
- 9.02 When a member is temporarily assigned to perform the duties and responsibilities of a position or rank not covered by this Agreement, the member shall retain the member's rights and obligations under this Agreement.

ARTICLE 10 UNIFORMS AND CLOTHING ALLOWANCE

- 10.01 Sworn members of the Street Crime Unit, Criminal Investigation Division and the Domestic Violence Co-ordinator, shall receive a clothing allowance in lieu of uniform of \$900.00 per year. A Community Services Officer and Youth Officer shall receive a clothing allowance in lieu of uniform of \$500.00 per year. A pro-rata sum shall be paid to Officers who work less than full time in plain clothes; and the amount of such sum shall be directly proportionate to the actual number of days so worked by such Officers.
- 10.02 Clothing allowance shall be paid in two installments, the end of January and the end of July.
- 10.03 A member who is entitled to receive clothing allowance, and whose employment is terminated during the course of a year, shall have such clothing allowance adjusted as of the date of termination.

Sworn members of the Police Service shall be entitled to a cleaning allowance of up to a maximum of one hundred and ninety dollars (\$190.00) per year, such allowance not being transferable between members.

ARTICLE 11 TIME OFF FOR OFFICIAL DELEGATES

- 11.01 The Stratford Police Association shall be granted time off to a maximum of 250 hours during the calendar year for the purpose of attendance at Association meetings provided that such absence does not affect the normal operation of the Police Service.
- 11.02 The Association must notify the Police Service at least seven days in advance of the time required for such purposes.
- 11.03 One Police Association Executive Member or their designate shall be granted the necessary time off for the purpose of attending the annual convention of the Police Association of Ontario and shall be allowed necessary travelling time to and from the convention, such time to be part of the total time referred to in Article 11.01.

11.04 One Police Association Executive Member or their designate shall, and two other Police Association Executive members may be granted time off necessary for such person(s) to represent the Association at the three quarterly meetings of the Police Association of Ontario, provided they are not from the same Platoon, such time to be part of the total time referred to in Article 11.01.

ARTICLE 12 HOURS OF WORK AND CONDITIONS

12.01

- (1) The hours of duty for all platoon members, which includes sworn members and Clerk-Communicators, shall average forty (40) hours per week. Members of platoons working the 12-hour shift rotation shall work a schedule of two consecutive twelve (12) hour shifts; off two consecutive twelve (12) hour shifts; work three consecutive shifts followed by two shifts off; work two shifts, three shifts off.

The normal shift hours shall be:
0700 to 1900 or 1900 to 0700

Overlap shift:
1700 to 0500

Schedule "B" in this Agreement shall outline a typical month of the 12-hour shift rotation.

- (2) Each Clerk-Communicator working a 12-hour shift shall receive one 45-minute plus one 30-minute lunch break and two 15-minute breaks in each 12-hour shift, subject to the exigencies of the Service. All breaks shall count as time worked.
- (3) Each sworn member working a twelve-hour shift schedule shall receive one (1) sixty-minute lunch break, one (1) forty-minute lunch break and two (2) fifteen - minute breaks in each twelve-hour shift, subject to exigencies of the Police Service. The sixty-minute lunch break shall be the first lunch break only. All breaks shall count as time worked.

12.02 Subject to the exigencies of the Service, once a member's shift schedule has been posted, such member's work schedule may not be changed, without the member's approval, for the purposes of avoiding the payment obligations under Article 15, Court Time, which would be required if the member's work schedule remained unchanged.

12.03

- (1) Part time Civilian Members may be hired by the Board at its discretion when the need arises. The Board will not replace any full time civilian member through such hiring. Effective January 1, 2011, there will be a cap of 1300 hours worked during the calendar year for any part time member unless the Chief and the Association agree to waive this cap. Effective January 1, 2013, the minimum shift scheduled for a Part-Time Clerk Communicator will be 6 hours.

- (2) The normal hours of work for any part time civilian shall not exceed annually the normal hours of work for a regular full time civilian performing the same job or similar work during the same period.
- (3) The rate of pay for any part time civilian employee shall be the hourly rate that would be paid to a newly hired full time employee hired at entry level and performing the same or similar duties as set out in Schedule A of the Collective Agreement. Such part time civilian member shall progress through the pay grid under the same conditions as a full time member in the same classification upon the accumulation of hours equivalent to that required by a full time member in the same classification.
- (4) In lieu of annual leave and bereavement leave under Article 16, any benefits under Article 17, Hospitalization and Medical Insurance, Article 18, Life Insurance, Article 19, Sick Leave Plan or Article 27, Survivor Benefit, a part-time civilian member shall receive ten percent (10%) of his or her straight time hourly rate of pay, to be paid bi-weekly. This amount is inclusive of vacation pay under the *Employment Standards Act, 2000*.
- (5) If a part time civilian member works in excess of forty-four (44) hours in a week or works hours such that shift premium would be normally paid to a full time civilian member, this part time civilian member shall be paid overtime at the rate of time and one half his or her straight time hourly rate and any relevant shift premium.
- (6) A part time civilian member shall be entitled to break periods and lunch periods as would be given to a full time civilian member working during the same daily period.
- (7) A part time civilian member on a training course one week or longer in duration, either as a learner or lecturer, shall be paid the same daily allowance that a full time civilian member would be paid for attending such course, as set out in Article 20, Section 20.01.
- (8) A newly hired part time civilian member will be subject to a probationary period during which such member may be terminated either with reasonable cause or without reasonable cause by providing such member with one (1) week of notice of termination or one (1) week of basic salary in lieu thereof. The probationary period for each new member will be five hundred and twenty (520) hours worked by the member subsequent to the completion of the member's initial training period, which may vary from member to member or classification to classification, as determined by the Chief or his designate.
- (9) A part time member may be terminated with reasonable cause as set out in Article 4.

- (10) The Board and the Association agree that the purpose of this section is the employment of part time civilian members either to replace full time civilian members who are absent from work or to meet work load resulting from backlog or unanticipated need. It is not the purpose of this section to replace on a part time basis a position held by the full time civilian member.
 - (11) The Chief and Association shall meet as may be necessary on issues pertaining to part time civilian members. Any discussions that have financial implications to the Board's budget are subject to Board approval.
 - (12) In addition to the above provision, all part time members shall be entitled to the provisions of Article 8.10, Article 13.09 and Article 16.02(1) except that with respect to Article 16.02(1) it is agreed that the part time member who works on a holiday listed in Article 16.01 that is not a statutory holiday under the *Employment Standards Act, 2000*, shall not be entitled to holiday pay for such holiday but shall be entitled to pay at one (1) and one (1) half times the employee's regular rate of pay for hours worked on such holiday.
- 12.04 The hours of duty for all other members of the Police Service shall be forty (40) hours per week and five (5) days per week, except where authorized by the Chief of Police or his designate. All other members of the Police Service shall receive a one (1) hour lunch period in each shift to be counted as time worked.
- 12.05 **NOW ARTICLE 4.04**
- 12.06 No member or new appointee to the Police Service is to be eligible for pay or any rank of the N.C.O. until after completion of four years of service as Police Constable with the Police Service, except for temporary duty not to exceed 10 shifts prior to such four years of service being completed.

ARTICLE 13 OVERTIME

- 13.01 Overtime shall be deemed to be any time spent in the service of the Police Service in excess of the member's normal tour of duty, excepting such time as is defined as court time.
- 13.02 When a member is required to be on duty for any period in excess of fifteen minutes after the normal tour of duty, such time shall be accumulated and credited to the member as overtime. Any overtime must be authorized and shall be in multiples of 15 minutes. There shall be no over-time credited for the first fifteen minutes, but after fifteen minutes, up to the first half hour worked, the member shall be entitled to a full half hour overtime credit.
- 13.03 A member shall receive overtime for the total number of hours worked, subject to 13.02. The member shall have the right to elect:

- 1) To receive lieu time off at the rate of one and one-half hours for each hour worked.
 - 2) Payment for the amount of time worked at the rate of time and one-half of the member's hourly rate of pay.
 - 3) To replace sick leave used at the rate of one and one-half for each hour worked.
 - 4) To take accumulated overtime with annual or statutory leave in accordance with Article 16.03(1)(f) at the rate of one and one-half hours for each hour worked.
- 13.04 A member upon application to the Chief of Police, at least fourteen (14) days in advance, shall receive the requested lieu time off, excluding the months of June, July, August and September, unless sanctioned by the Chief of Police. Provided that such time off does not affect the normal operation of the Police Service. Once time off has been granted, it will not be rescinded except by mutual agreement between the member and the Chief of Police.
- 13.05 The Police Service shall not change a member's shift, without having given 48 hours notice, except in the case of an emergency, in which case time and one-half shall be paid.
- 13.06 Accumulated overtime shall be, at the member's choice, either taken off or paid on a quarterly basis. Overtime accumulated in December shall be carried over the next year.
- Quarterly means:
December 1 to February 28/29
March 1 to May 31
June 1 to August 31
September 1 to November 30
- Accumulated overtime shall be taken off or paid by the first pay period in the following quarter. A member may carry over a maximum of thirty-six (36) hours of overtime from period to period.
- 13.07 Upon leaving the Police Service, a member shall be paid for all accumulated overtime at the rate of time and one-half the member's hourly rate of pay.
- 13.08 When a member is required to work a shift on any Statutory Holiday incurring overtime, such overtime shall be paid at the maximum rate of three times the straight or normal rate of pay.
- 13.09 Members working Christmas Eve Day 0000-2359 hours and New Years Eve Day 0000-2359 shall be paid at a rate of time and one quarter. The intent of this does not create an extra statutory leave.

ARTICLE 14 CALL OUT

- 14.01 For the purpose of this section, call out is defined as the call out of a member, after reporting off duty, and before the member's next tour of duty.
- 14.02 Call out shall be deemed to be a minimum of four hours for each call out, and hour for hour or portion thereof thereafter.
- 14.03 Payment for call out shall be made at the rate of time and one-half except that on Christmas and New Year's Days, it shall be at the rate of double time.
- 14.04 Payment for call out shall be as for overtime as in Section 13.03,13.06 and 13.07.
- 14.05 If a member reports for call –out during annual leave or statutory leave, such member shall be credited a minimum of four hours and thereafter, hour for hour or portion thereof in excess of four hours actually worked. Payment for call-out on annual or statutory leave shall be made at the rate of double time. In addition, the member shall receive a compensatory day off, mutually agreed upon by the Chief of Police or designate and the member. For greater certainty, with regard to the granting of the compensatory day off, only the scheduled shifts taken off as leave shall apply and not the days off before and after. Members are deemed to be on annual and statutory leave upon completion of their last scheduled shift before annual leave/statutory leave until they return for their first scheduled shift after annual/statutory leave. For greater certainty, a member completes their last scheduled shift when they have reported off duty and have physically left the police facility. The member has the right to elect:
- 1) To receive lieu time off at the rate of double the number hours worked, or;
 - 2) Payment for the amount of time worked at the rate of double time, or;
 - 3) To replace sick leave used at the rate of double the hours worked.

Payment shall be received as in Section 13:06. Upon leaving the Police Service, the member shall be paid accumulated time under this section at the rate of double the hours worked.

- 14.06 When a member reports for call-out on a Statutory Holiday the member shall be paid up to the maximum rate of three times the straight or normal rate of pay for a regular shift. This clause shall not be overridden by any other clause in the Collective Agreement.

ARTICLE 15 COURT TIME

- 15.01 Court time shall be deemed to be time spent by a member during off duty hours, as a witness in attendance at any Court of Criminal, Civil or Family jurisdiction or Inquest, in litigation of any description, as a result of performing services to the Police Service.

- 15.02 When a member is required to attend Court as a witness during a normal tour of duty and is prevented from going off duty at the normal time, such time that is spent in the service of the Police Service shall be credited, at time and one-half, to the member's accumulated court time.
- 15.03 A member required to attend Court as a witness during off duty hours, shall receive compensation thereof. Four hours court time for each morning appearance, or for each afternoon appearance. A member required to spend the full day in Court, during off duty hours, shall be credited with eight hours of court time.
- 15.04 Payment for court time shall be as described in Sections 13.03, 13.06 and 13.07.
- 15.05 Witness fees shall be paid to the Police Service.
- 15.06 Payment for court time shall be as described in Sections 13.03, 13.06 and 13.07.
- 15.07 A member required to attend Court during annual or statutory leave, shall receive credit for double the amount of hours worked as in Section 15:03, payment as in Section 13:06, and the right to elect payment as in Section 14:05. In addition, the member shall receive a compensatory day off, mutually agreed upon by the Chief of Police or designate and the member. Annual leave and statutory leave shall include the days proceeding and following the regular shifts the member would have normally worked. The days off on either side of any annual leave or statutory leave periods chosen shall be deemed to be leave days for the purpose of scheduling court. A morning appearance is deemed to be any time spent in court prior to 1:00 pm. The afternoon appearance is deemed to be any time spent in court after 1:00 pm.

ARTICLE 16 ANNUAL LEAVE AND STATUTORY LEAVE HOLIDAYS

16.01 Annual Leave

- (1) Every member shall receive annual leave on the following basis:
- (a) In the year of being hired, the member is entitled to a pro-rated amount of vacation based on his/her start date, until December 31 of that year. This pro-rated amount shall be taken in that year. Effective January 1 of the following year, the member receives the yearly allocation of annual leave for the next four (4) consecutive years before increasing the period on January 1 of the fifth year, and so on, until the maximum amount of leave is reached.
 - (b) In the event that a member's employment with the Police Service is terminated prior to one full year of service as aforesaid, such member shall be entitled to be paid vacation pay at the rate of 4% of the member's pay during the period worked up to the date of termination, less the value of any annual leave actually taken by the member by agreement as aforesaid.

After completion of one full year of service with the Police Service, such member shall be entitled to take annual leave of 80 hours less any leave previously taken by agreement with the Chief as aforesaid.

- (c) During the second to fourth years (inclusive) of continuous service with the Police Service, the member shall earn annually 80 working hours leave.
 - (d) During the fifth to ninth years (inclusive) of continuous service with the Police Service, the member shall earn annually 120 working hours leave.
 - (e) During the 10th to 14th years (inclusive) of continuous service with the Police Service, the member shall earn annually 160 working hours leave.
 - (f) During the 15th to 19th years (inclusive) of continuous service with the Police Service, the member shall earn annually 200 working hours leave.
 - (g) During the 20th to 24th years (inclusive) of continuous service with the Police Service, the member shall earn annually 240 working hours leave.
 - (h) During the 25th and succeeding years of continuous service with the Police Service, the member shall earn annually 280 working hours leave. This is in recognition of 25 years continuous service with the Stratford Police Service. This article is non-negotiable. This clause is effective January 1, 1996.
- (2)
- (a) Any sworn member hired on or after the 1st day of January 1996 with continuous police service experience shall be entitled to and granted his/her annual leave based on his/her seniority with the previous police service. This new member shall choose the dates on which to take his/her annual leave as per section 16.03.
 - (b) Commencing January 1, 2003, members of the Police Service with continuous previous police service experience shall have their seniority recognized for the granting of annual leave pursuant to this Article. The member's seniority from his/her previous police service shall not count as seniority as per this contract for the purpose of choosing the dates on which to take his/her annual leave.
- (3) Except with the approval of the Chief, a member to which either of clauses I b) and c) applies, shall not be entitled to take more than two work weeks annual leave in advance of the anniversary date of the year of service in which such leave is earned, and such leave may only be taken within the six months prior to such anniversary date. Any annual leave taken by a member during the year in which

such leave is being earned shall be deducted from the member's entitlement to annual leave at the conclusion of such year of employment.

- (4) Any member other than one referred to in Article 16.01(1)(a) hereof whose employment is terminated or who retires or dies shall be entitled to annual leave (or pay in lieu thereof at the appropriate rate) on a pro rata basis for the period from the member's last anniversary date of employment to the date of termination of employment or retirement or death, together with any annual leave earned prior to the member's last anniversary date of employment but not taken, less any annual leave taken since the last anniversary date of the member. If the amount of annual leave taken by such member exceeded the amount actually earned to the date of termination of employment or retirement or death, the member shall be liable to repay to the Police Service the value of any such annual leave taken but not earned, and the Police Service may set off such amount against sums otherwise owing to the member.

16.02 Statutory Leave

- (1) Every member shall receive statutory leave for the following statutory holidays:

New Year's Day, Family Day (effective 2008), Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, one-half day for Christmas Eve, Christmas Day, Boxing Day, one-half day for New Year's Eve, plus any other day officially designated as a statutory holiday by Order in Council of the Provincial or Federal Government.

Sworn members and Clerk Communicators required to work a shift on any statutory holiday shall be paid one and one-half times the regular rate of pay for such shift or any part thereof actually worked.

The Chief of Police has the right to decide how many of those in a Platoon scheduled to work on Christmas and New Year's will be required to work on such day, including the need for an intoxilyzer operator. The opportunity to work shall be voluntary and offered on a seniority basis within the Platoon, with the Officer having the most seniority having first choice, and so on down until the required number are obtained. If not enough volunteer to work on such day, the Chief shall complete the roster requirement in reverse order of seniority. Those members of the Platoon not required to work will be debited one statutory holiday, or 12 hours overtime, or 12 hours accrued time, at their choice. There shall be no overlapping shifts of which a part shall be either on Christmas or on New Year's Day.

- (2) With respect to Christmas and New Year's Days, and Clerk Communicators, the following provisions shall apply:

The Chief of Police has the right to decide how many Clerk Communicators regularly scheduled to work on either such day will be required to work on any

such day. Time off on either such day will be offered on a seniority basis. The Clerk Communicator having the most seniority of those regularly scheduled to work on any such shift shall have the first choice of taking either Christmas or New Year's Day off, but not both. Those Clerk Communicators not required to work on any such day will be debited one statutory holiday, or twelve hours overtime, or twelve hours accrued time, at their choice. There shall be no overlapping shifts of which a part shall be either on Christmas or New Year's Day.

- (3) All sworn members of the Police Service and Clerk Communicators will be given 104 hours statutory leave in lieu of statutory holidays. The Identification Officer, the Community Services Officer, the C.I.D. 8-hour dayshift officer, Training Officer, Administrative Sergeant, Youth Officer, Domestic Violence Co-ordinator and Special Constable shall take statutory holidays as they fall throughout the year. Clerks, including the Recording Clerk and RMS Co-ordinator shall take statutory holidays on the day of the holiday, or with the approval of the Chief, may elect to work the statutory holiday receiving 8 hours off at a later date, to be agreed upon by the Chief and the member. If a statutory holiday falls on a scheduled day off, the member shall receive one day off, the day to be agreed upon by the Chief and the member.
- (4) If any member who has scheduled statutory leave, which leave has been approved, is unable to take such leave prior to December 31st in each year because it has been cancelled by the Chief and the member has not been able to have it rescheduled and approved so as to be taken by such time, such member shall be paid for such statutory leave at one and one-half times the regular rate of Pay.
- (5) Any member whose employment is terminated or who retires or dies shall be entitled to statutory leave (or pay in lieu thereof at the appropriate rate) for the statutory holidays which fell within the member's period of employment, but for which statutory leave has not been taken, or if the amount of statutory leave taken by such member exceeded the amount actually earned to the date of the termination or retirement or death, the member shall be liable to repay to the Police Service the value of any such statutory leave taken but not earned, and the Police Service may set off such amount against sums otherwise owing to the member.

16.03 General Leave Provisions Relating— to Annual and Statutory Leave:

- (1) The following provisions shall apply to the taking of annual leave and statutory leave:
 - (a) No more than one Constable shall be on leave from any Platoon at one time except if the Sergeant and Acting Sergeant are not on leave, then two Constables may select leave.

- (b) The following provisions will apply to members assigned to Support Services:
- (i) If the member is working a ten-hour shift, only one member may be on leave at any time.
 - (ii) Only one of the C.I.D. eight-hour day shift Officer or the D.V.C. Officer or the Identification Officer may be on leave at any given time.
 - (iii) Only one of the Street Crime Unit Sergeant or the Acting Sergeant may be on leave at any one time.
 - (iv) No more than one Street Crime Unit Constable shall be on leave at one time except when the Sergeant and Acting Sergeant of the Street Crime Unit are not on leave, then two of the Street Crime Unit Constables may select leave.
 - (v) The Youth Officer and the Community Services Officer shall pick leave amongst themselves with only one member being off at any given time.

During the term of this collective agreement, should changes occur in the structure of the C.I.D. office, not covered by the aforementioned, leave choices shall be at the discretion of the Inspector Support Services with the approval of the Chief of Police.

- (c) Only one of the Clerk Communicators may be on leave at any one time.
- (d) Only one amongst the Recording Clerks and Clerks 1, 2 and 3 may be on leave at any one time. Only one of the Front-office Clerks may be on leave at any one time.
- (e) Recording Clerk(s) and Special Constables shall have a choice amongst themselves and only one may be on leave at any one time.
- (f) A member may split annual leave or statutory leave into as many work week units as are available to such member. Members shall post for leave on the basis of full work weeks. If any leave remains in a multiple of less than one full work week, such leave may be taken by the member one day at a time. If a member wishes to add to a multiple of days of annual leave of less than one full work week, such number of days as are necessary to bring such number up to a full work week during which the member wishes to take annual leave, such member may use days of statutory leave (of any) available to such member, or may use accumulated overtime instead of being paid such overtime or may use such overtime to increase

remaining leave up to a full work week for the purpose of taking leave, and Article 13.04 does not apply to such overtime.

- (2) With preference going to those sworn members with the higher rank, and then the greatest seniority in each category, annual leave shall be chosen as follows:
- (a) Platoon Sergeants and Acting Sergeants on each respective Platoon shall have a choice amongst themselves. The Administrative Sergeant and Training Sergeant shall have a choice amongst themselves.
 - (b) Constables in each Platoon shall have a choice amongst themselves.
 - (c) Members of the C.I.D. shall have a choice amongst themselves.
 - (d) Clerk Communicators shall have a choice amongst themselves.
 - (e) Recording Clerks or Clerks 1, 2 and 3 may choose their periods of annual leave without regard to annual leave taken by any of the other classes of members mentioned above.
 - (f) When posting for leave the senior members shall be entitled to post first for only one continuous period of leave, after which all other members in order of seniority shall be entitled to post for only one continuous period of leave, after which this process will be repeated as necessary until all periods of leave have been assigned.
 - (i) Where a member is entitled to more than 120 hours annual leave, the first choice of such member may not be more than three consecutive work weeks of annual leave during the public elementary school summer vacation period. The Chief shall have discretion to grant to members variations of the provisions relating to annual leave taken during the summer school vacation if a member seeks a longer period of time for the purpose of a special vacation.
 - (ii) When a member who is assigned to a platoon is entitled to more than 120 hours annual leave, the first choice of such member may not be more than four (4) consecutive blocks of annual leave during the public elementary school summer vacation period. The Chief of Police shall have discretion to grant to members variations of the provisions relating to annual leave taken during the summer school vacation if a member seeks a longer period of time for the purpose of a special vacation.
 - (iii) Recording Clerks 1, 2, 3, Clerks 1, 2, 3, Identification Officer, In-Service Training Officer and Community Services Officer may,

with the approval of the Chief of Police and/or his designate, split their leave into multiples of one, two three, or four days, as long as the split does not interfere with another member's pick of a full week (5 working days) and does not interfere with the normal operations of the Stratford Police Service.

- (g) If a member has chosen a period of leave which is approved, and if the member is then transferred to another Platoon and the period of leave approved for such member conflicts with the leave already approved for another member of that Platoon, such leave will be allowed notwithstanding the other provisions of this Article. If a member has chosen a period of Leave which is approved, and if the approved Leave is cancelled for any reason, notwithstanding other provisions of this Article, the member may request to have that leave rescheduled to another time in the same calendar year, with the exception of any block that includes December 24, 25 and 26.
 - (h) Leave shall be deemed to be approved for a member 15 days after receipt by the proper administrative staff of the proposed leave schedule, unless prior to that time objection is made to such member that leave cannot be taken at the time requested.
- (3) Statutory leave for sworn members of the Police Service and Clerk Communicators shall be chosen after annual leave has been chosen with the same limitations on the absences of members, but according to reverse seniority. Members who are being accommodated in their work schedule due to disability or other reasons must observe their statutory leave on the date of such leave.
 - (4) The Chief shall have the discretion to permit more persons to take leave at any one time than those outlined in the preceding paragraphs, if, in the opinion of the Chief, the efficiency of the Police Service will not be adversely affected by the absence from duty of those numbers of members.
 - (5) All leave sheets shall be distributed by October first. Sergeants and Acting Sergeants shall complete their picks no later than October 31. All other leave sheets shall be completed and returned by December first.

16.04 Bereavement Leave

- (1) In the event of the death of a member's child, step-child, spouse, common-law spouse or partner, such member shall be granted absence from work for not more than (4) four shifts with pay.
- (2) In the event of the death of a member's mother, step-mother, father, step-father, sister, stepsister, brother or step-brother, such member shall be granted absence from work for not more than (3) three shifts with pay.

- (3) In the event of the death of a member's mother-in-law, father-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchild or step-grandchild, such member shall be granted absence from work for not more than (2) two shifts with pay.
- (4) This agreement shall include the day of the funeral/memorial service in all categories.
- (5) In the event of the death of a member's uncle, aunt, first cousin, nephew, niece, sister-in-law or brother-in-law, such member shall be permitted one shift off with pay for the purpose of attending the funeral/memorial service.
- (6) The Chief of Police may extend the bereavement leave on the application of the member and any extra time off will be deducted from the member's overtime, accrued time or sick time, at the member's choice. The number of sick days that can be used for bereavement leave in any given year is limited to six (6).
- (7) A member, on application to the Chief of Police, may be permitted to split the applicable bereavement leave into no more than two parts.

16.05 Work Instead of Leave

By agreement between the Chief of Police and a member, a member may work during any leave period and be paid the regular rate of pay which would apply for such period worked.

ARTICLE 17 HOSPITALIZATION AND MEDICAL INSURANCE

17.01 The Board will pay 100% of the premium cost for semi-private hospitalization costs, effective at the commencement of the month following ratification of this Agreement.

17.02

- (1) The Board shall pay 100% of a drug plan, mutually agreed upon by the Board and the Association. The deductible per prescription shall be \$1.00 effective January 1, 2008.
- (2) The Board shall pay 100% of the premiums of a dental plan mutually agreed upon by the Board and the Association based on the ODA fee schedule for the year preceding the year covered by this Agreement. This plan will include Orthodontic Services, which are subject to 50% reimbursement by the plan. The lifetime maximum for Orthodontic Services is \$2,000.00 per eligible person. Effective January 1, 2009, the lifetime maximum will be increased to \$2,500.00 per eligible person.

- (3) The Board shall pay up to a maximum of \$750.00 per year for physiotherapy services and up to a maximum of \$650.00 per year for each of chiropractic services and massage therapy. Effective January 1, 2014, the annual maximum for chiropractic services and massage therapy shall increase to \$675.00.
- (4) The Board shall pay 100% of the cost of eye examinations, up to a maximum of \$90.00, once every two (2) years for each of the member and the member's spouse. Effective January 1, 2011, the Board shall pay 100% of the cost of eye examinations, up to a maximum of \$100.00, once every two (2) years for each of the member and the member's spouse.
- (5) The board shall provide a vision care plan which reimburses eligible persons up to a maximum of \$300.00 per 24 consecutive months for the purchase of eye glasses or contact lenses when prescribed by a doctor, ophthalmologist or optometrist. Effective January 1, 2014, the maximum limit will increase to \$350.00 per eligible person. This amount may also be applied one time to the cost of Laser Eye Surgery for the purpose of vision correction.
- (6) The Board shall pay 100%, up to a maximum of \$1,000.00 every three (3) years, for periodontal services.
- (7) Effective January 1, 2014, Orthotics/Surgical Stockings Coverage:

Members:

Orthotics Coverage – No change

Surgical Stockings Coverage – 3 pairs per annum

Spouses:

Orthotics Coverage – 1 pair per annum to a maximum of \$400

Surgical Stockings Coverage – 3 pairs every two years or bi-annually

Dependents:

Orthotics Coverage – 1 pair per annum to a maximum of \$400

Surgical Stockings Coverage - not applicable

17.03 Benefits after Retirement:

- (1) If a member retires prior to age 65 on an OMERS pension, then during the period between the date of retirement and the member reaching age 65, the Board shall pay:
 - (i) 100% of the Health Care premiums for semi-private coverage until December 31, 2007; effective January 1, 2008, 100% of the Health Care premiums for basic ward coverage. Insurance premium costs for hospitalization coverage which is superior to basic ward

coverage (example: semi-private or private) will be the responsibility of the member effective January 1, 2008;

- (ii) 100% of the drug plan premium, of such person;
- (iii) 100% of the dental plan premium, of such person;
- (iv) 100% of the premiums for the Group Life Insurance Plan, of such person;

provided that if such person obtains employment during such period where the costs of such benefits (or any part thereto) is usually paid by the new employer or such person as a regular term of employment, then, to the extent that the costs of such benefits are to be paid by the new employer, the obligation of the Board for such coverage shall be suspended while the retired member is receiving the same coverage through other employment.

- (2) (The coverage in paragraphs 17.03 (a) (i), (ii) and (iii) shall continue to the spouse of the member until sixty-five (65) years of age.

17.04 Where a sworn officer is compelled to retire on full disability pension because of illness, the Board shall pay 100% of a drug plan premium from date of disability to age 65.

17.05 Effective January 1st, 2011, the Board will establish a Health Care Spending Account in accordance with the relevant requirements of the *Income Tax Act* for all eligible Members who retire subsequent to January 1, 2010, subject to the following conditions of eligibility:

- (1) The member must have retired on an unreduced OMERS pension or an OMERS disability pension subsequent to January 1, 2010;
- (2) The Civilian Member must have attained fifty-five (55) years of age as of retirement;
- (3) The Police Member must have attained fifty (50) years of age as of retirement;
- (4) The retiring or disabled Member must have a minimum of twenty (20) years continuous service with the Stratford Police Service at the time of the retirement;
- (5) 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.
 - (i) The HCSA shall provided at an annual maximum amount of \$2,000.00 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 \$2,000.00 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.)

- (ii) The annual HCSA is not accumulative from year to year.
- (iii) The HCSA may be used by the eligible Member, or any dependent recognized by Canada Revenue Agency rules, regulations and definitions.
- (iv) 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.
- (v) 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.
- (vi) 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 1, 2011.
- (vii) 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.
- (viii) 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 a comparable benefit with a different Carrier.

ARTICLE 18 INSURANCE

- 18.01 The Board shall pay 100% of the cost of life insurance and shall provide life insurance on the life of each member of the Association to the extent of two (2) times the salary of each such member of the Association as set out in Article 8.01 of this Agreement.
- 18.02 The Board shall pay 100% of the cost, of accidental death and dismemberment insurance on each member of the Association in an amount of five (5) times the salary of each such member of the Associations set out in Article 8.01 of this Agreement.
- 18.03 If the Board chooses to change any or all insurance carries, the Board shall first notify the Association in writing of it's intent and when changing any or all insurance carriers shall provide the Association with coverage which either exceeds or matches the previous coverage.

ARTICLE 19 SICK LEAVE PLAN

- 19.01 Members off sick as a result of an accident incurred in the performance of their duties, or an occupational illness caused by the performance of their duties and so designated by the Workplace Safety and Insurance Board, shall be paid full salary during such period off duty, limited, however, to one year's salary, except if they are receiving Workplace Safety and Insurance Board benefits as a result of such accident or illness, the amount to be paid by the Police Services Board herein during such year shall be the difference between their full salary for such year and the amount of such compensation award during such year. Time off duty for an accident or illness of the above nature shall not be charged to a member's sick leave.
- 19.02 Each member shall receive sick leave credits for each full month's employment at the rate of one and one-half days sick leave credits for each full month of employment.
- 19.03 Time lost by members through accident or sickness other than as caused by accident incurred in the performance of their duties as dealt with in Section 19.01 shall be charged to the member's sick leave credits as hereinafter set forth, but a member shall be paid at this regular rate for such time lost provided the member had adequate sick leave credits to cover same. The accumulated sick leave credits, to the extent that they are not used for sick leave as aforesaid, shall be accumulated and carried forward by each member.
- 19.04 Upon termination of employment of a member with five years or more service, or upon the death of a member while employed, regardless of length of service, such member or the estate shall be entitled to receive in cash an amount equal to one-half the number of days (sick leave days standing to the member's credit), and in any event not in excess of the amount of one-half year's salary, including service pay, at the rate received immediately prior to termination of employment.

- 19.05 If a member has used up all accumulated and current sick leave credits, the Board shall review and consider the case and may in its discretion advance prospective sick leave credits to such member for such length of time as it may see fit, but in such event any sick leave so advanced shall be deducted from a member's sick leave credits as they are earned.
- 19.06 If a member has used up all accumulated sick leave credits, other members shall be allowed to donate their own time while off duty to work the normal shift of the sick member. It is the responsibility of the Association to provide to the Chief initially and at the beginning of each month a list of the names and signatures of those members who will donate their time off and on what shifts they will work for the member off sick. It is understood that members who volunteer to work a shift for a sick member, do so without remuneration for that shift and that the sick member shall receive payment for the shift as if it was worked by the sick member.

ARTICLE 20 TRAINING COURSES

- 20.01 A member on a training course away from Stratford a distance greater than 150 km. shall receive reimbursement for a return trip home every two weeks based upon the cost of a railway ticket as the standard cost no mailer what form of transportation is used.

When a member is on a training course as either a learner or lecturer and the course is one week or longer in duration, the member shall be paid an additional \$15.00 for each day of approved instruction.

20.02 Special Courses of Instruction

On the recommendation of the Chief of Police, the Board may pay expenses for attendance at such special courses as it may consider advisable.

- 20.03 Upon receipt of advance approval by the Chief of Police, any member who completes a course of study successfully from a recognized educational institution and such course is related or beneficial to the Police Service, shall be paid an amount equal to 100% of the cost of such course, effective for courses successfully completed in 1998 and every year thereafter.

ARTICLE 21 PENSIONS

- 21.01 All members shall participate in the OMERS Primary Pension Plan, as defined by the *Ontario Municipal Employees Retirement System Act, 2006* (OMERS Act, 2006) and its Regulations, in accordance with the terms and provisions of this Act.
- 21.02 Member and Board contributions to the OMERS Primary Pension Plan shall be in accordance with the OMERS Act, 2006.

- 21.03 Effective January 1st, 1976, the compulsory age for retirement of all members of the Police Service, excepting the Chief, Deputy Chief, Senior Officers, and all civilian members, shall be the first day of the month following the member's 60th birthday. Civilian members to retire on the first day of the month following the member's 65th birthday.
- 21.04 Police Officers of the Police Service may on mutual agreement between the Board and the members, have their service with the Police Service extended to the maximum of three months past the first day of the month following their 60th birthday.

ARTICLE 22 REGIONAL GOVERNMENT

- 22.01 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 entity to govern the Police Service, the Board shall endeavour to procure that the benefits to be provided to each member in respect of past service and respect of future service, are not less than the benefits provided under this Agreement.

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

ARTICLE 23 PREGNANCY AND PARENTAL LEAVE

- 23.01 A member shall be entitled to the full coverage of the pregnancy and parental leave provisions of the Employment Standards Act, 2000, as amended, in accordance with the requisite service requirements specified therein.
- 23.02 Notwithstanding any of the terms of this Agreement, a Police Officer becoming pregnant shall forthwith notify the Chief of Police and advise of the date of her expectancy. Benefits shall continue for medical and life insurance for the duration of the pregnancy leave period unless the member elects not to, and so notifies the Chief in writing.
- 23.03 During pregnancy leave the Board shall:
- (1) during the first two (2) weeks, pay the member seventy-five (75) percent of her regular rate of pay, and
 - (2) 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 unemployment insurance benefit and seventy-five (75) percent of her regular rate of pay.
- 23.04 In the event the total leave of absence exceeds:

- (1) One year from the date such pregnancy/parental leave commenced; or
- (2) The Board extends said fifty-two-week period of pregnancy and parental leave, and the Member fails to return to duty; the Board may, in its absolute discretion, terminate the services of the Member forthwith.

ARTICLE 24 LAY-OFF AND RECALL PROVISIONS

- 24.01 Where the Board has made a decision to reduce the complement of sworn members of the Police Service, and such reduction of personnel cannot be accommodated through attrition, and where such action is not in contravention of the Police Services Act, the lay-off of such members shall occur by inverse order of seniority. When a vacancy in the sworn complement of the Police Service occurs thereafter, which the Board wishes to fill, such members on lay-off who are qualified to fill such position shall be sent recall notices with respect to such position in order of seniority.
- 24.02 Where the Board has made a decision to reduce the complement of civilian employees of the Police Service, and such reduction of personnel cannot be accommodated through attrition, the lay-off of such members shall occur by inverse order of seniority, by job classification within the civilian employees. When a vacancy in the complement of the Police Service occurs thereafter, which the Board wishes to fill, the members on lay-off who are qualified to fill such position shall be sent recall notices with respect to such position in order of seniority.
- 24.03 Members of the Police Service who are laid off shall retain their right of recall for a period of two years from the date of such lay-off. In the event that a recall is to be made, a recall notice requesting the member to return to work shall be forwarded by registered mail to such member at the last known address of such member, specifying a date to return to work not less than 15 days after the date of mailing such notice. Civilian members will be recalled by seniority within job classification. If such member does not return to work in accordance with such notice, the Board shall then be entitled to forward a recall notice to the next qualified person entitled thereto by virtue of seniority, and to continue with the foregoing process until the position is filled, or until there are no other persons on lay-off qualified to hold the position, after which, the Board shall be entitled to fill the position as it sees fit. If a member to whom a recall notice has been sent does not return to work in accordance with such notice, such member shall be deemed to have severed service with the Board and shall forfeit all seniority rights, provided however, that if the failure to return to work in accordance with any such notice is because of the sickness of the member, or any other just cause relating to such member which the Board agrees excuses the member from answering the recall to work, the member shall retain the right of recall for other positions for a total period of two years from the date of the original lay-off.

ARTICLE 25 INDEMNIFICATION FOR LEGAL COSTS

- 25.01 Subject to the other provisions of this Article,

Where a member or former member, because of any act done by the member while on duty and in the attempted performance in good faith of duty as a Police Officer,

- (1) has been charged with and finally acquitted of a criminal or statutory offense, or
- (2) is made a defendant in a civil action for damages where the Chief of Police has not been made a party to the action pursuant to Section 50 of the Police Services Act, 1990; the member or former member shall be indemnified for the necessary and reasonable legal costs incurred in the defense of such charge or action.

25.02 Notwithstanding the foregoing, the Board may refuse payment for such legal costs where the actions of the member which gave rise to the charge or civil claim amounted to a dereliction of duty, abuse of the powers of the member as a Police Officer, or conduct of a discreditable nature.

25.03 Members shall not be entitled to indemnification for legal costs with respect to:

- (1) grievances or complaints under the collective agreement between the Board and the Association, or under the Police Services Act or regulations made thereunder or any other statute regulating police activity;
- (2) the acts or omissions of a member in the capacity of a private citizen;
- (3) proceedings and disciplinary charges against a member under the Police Services Act or the regulations thereunder.

25.04 With respect to a civil claim against a member within the meaning of paragraph 25.01, where the Board has insurance coverage responding to any such claim, the insurer shall be entitled to defend and/or settle any such claim without the concurrence of the member. If the member does not concur with the action taken or to be taken with respect to such claim by the Board's insurer and independently defends such claim, neither the Board nor its insurer shall have any liability to the member for any legal costs incurred by the member, or for any amounts that might be found payable by the member.

25.05 With respect to a charge against a member within the meaning of paragraph 25.01, a member shall not be deemed to be "finally acquitted" if the member is found guilty of or pleads guilty to another charge arising out of the same incident.

25.06 Where a member intends to apply to the Board for indemnification hereunder, the member must have notified the Board in writing within ten days of being notified of any charge or other legal proceeding referred to above. The level of compensation to be paid to the member's counsel must be approved by the Board prior to any liability therefore arising under this Article.

25.07 The amount of the member's counsel to be considered for payment by the Board shall be only for "necessary and reasonable legal costs" relating to the charge or civil claim, and shall be subject to the prior approval of the solicitor of the Board.

25.08

- (1) Where an investigation or inquiry with respect to the Stratford Police Service is made under Section 25 of the Police Services Act, 1990, or under any successor legislation, and if notice has been given by the Ontario Civilian Commission on Police Services to any member such that the member applies for and is given status to participate in such inquiry through counsel, the member may apply to the Board for indemnification for necessary and reasonable legal costs incurred by such member in participating in such inquiry.
- (2) Where a member becomes involved, either directly or indirectly, in a Special Investigation Unit (SIU) investigation, the member may apply to the Board for indemnification for necessary and reasonable legal costs incurred by such member involved in such investigation at a rate pre-established in a Memorandum of Understanding, to be annually reviewed with the Board. Neither the Board nor the Chief shall provide reimbursement for legal counsel after the completion of the investigation or after the laying of information(s) as Clause 25.01 is intended to govern such matters.
- (3) The Board agrees to pay such legal costs, subject to the other provisions of this Article 25.08(a) if the report of the Ontario Civilian Commission on Police Services finds that the actions of the member which were the subject of inquiry did not amount to a dereliction of duty, an abuse of the powers of the member as a Police Officer, or conduct of a discreditable nature.
- (4) No legal costs shall be paid if incurred by a person while such person is not a member.
- (5) Where a member intends to apply to the Board for indemnification hereunder, the member must have notified the Board in writing as soon as possible after the notice referred to in subparagraph 25.08(a) have been given to the member. The level of compensation to be paid to the member's counsel must be approved by the Board prior to any liability therefore arising under this Article.
- (6) No amount shall be payable for a member's legal costs if the member applies for but is not granted status to participate in such inquiry.
- (7) The account of the member's counsel to be considered for payment by the Board shall only be for "necessary and reasonable" legal costs relating to participation in that part of the inquiry dealing with the matters in respect of which notice has been given by the Ontario Civilian Commission on Police Services to such member. The account shall be subject to the prior approval of the solicitor of the Board.

ARTICLE 26 ENTITLEMENT ON TERMINATION OF EMPLOYMENT

Any member whose employment is terminated or who retires or dies (hereafter called "termination") shall, subject to the right of the Police Service to be repaid any amounts properly owing to it, be entitled to the following:

- (1) SICK LEAVE PLAN. If a member has five or more years employment, or dies while employed regardless of length of service, the member or their estate shall be entitled to receive in cash an amount equal to one-half the number of sick leave days standing to their credit, and in any event, not in excess of the amount of one half year's salary, at the rate earned by such member immediately prior to termination. For the purpose of such calculation, salary shall be the amount indicated in Section 8.01 for the position held by the member immediately prior to termination.
- (2) Any court time, overtime, or call back that the member has earned but has not taken off and has not received payment for.
- (3) Any shift differential that the member has earned and not received payment for.
- (4) Any annual or statutory leave that the member has earned but not taken, at the basic salary rate earned by the member immediately prior to termination.
- (5) Plain clothes allowance, if applicable, at the rate earned by the member immediately prior to termination, on a pro rata basis from the beginning of the calendar year to the date of termination.

ARTICLE 27 SURVIVOR BENEFITS

27.01 In this Article,

- (1) "Spouse" shall mean:
 - (i) the legally married spouse of the employee; or
 - (ii) a person of the opposite or same sex who has continuously lived with the employee in a conjugal relationship outside marriage.
- (2) "Dependant Child" shall mean the natural, legally adopted, step or foster child of the member or spouse, who is unmarried, not engaged in active employment, dependent on the member or spouse for financial support and under age twenty-one (21). However, a child aged twenty-one (21) or older who meets all other requirements of this definition will continue to be eligible for coverage under this benefit plan provided the child is:

- (i) under age twenty-five (25) and enrolled in a full-time attendance at an accredited educational institution which provides a recognized certificate of accreditation on completion; or
- (ii) incapable of self-support due to mental or physical infirmity commencing prior to attaining the stated limiting age. Satisfactory proof of such infirmity is to be given to the current benefits provider within thirty (30) days of attaining the limiting age and must be given as often as the current benefits provider may reasonably require thereafter,

27.02 Where a member is killed or dies as a direct result of injuries received in the performance of their duties as a police officer, leaving a spouse and/or any dependent child or children, the Board shall pay to such spouse and/or dependent child or children, as the case may be, benefits specified in Article 17 of this Agreement for Health Services, Semi-private Ward Hospital Accommodation, Comprehensive Medical Protection, Vision Care, and Dental Care.

27.03 This provision will be provided to widows/widowers outlined above only if they can demonstrate that they have no other means of access to the above benefit coverage. In the event the widow/widower becomes a spouse or when they reach the age of sixty-five (65), the benefits shall cease. This provision will be provided to dependents outlined above only if they can demonstrate that they have no other means of access to the above benefit coverage and in any event until the dependents reach the age of twenty-one (21).

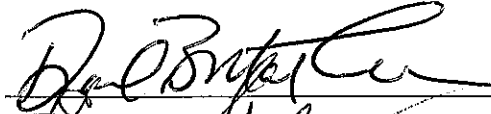
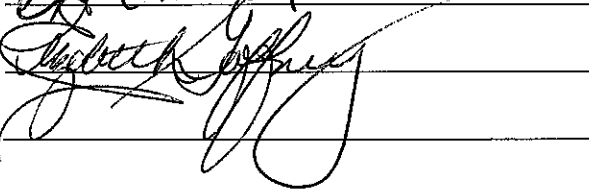
27.04 If one or more of a deceased member's dependent children is or are below the age of majority or otherwise under legal disability, the Board may, in its discretion, pay the benefits herein provided for either to the guardian or other legal representative of such child or children or to the Public Trustee for the benefit of such child or children.

GENERAL:

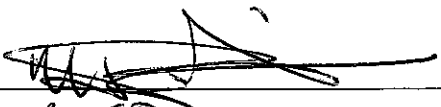

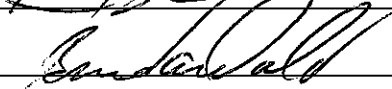
All other terms and conditions of employment as now existing and except as altered or specified in this Agreement, shall continue as at present.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 20 day of NOVEMBER, 2013.

**STRATFORD POLICE SERVICES
BOARD**

**STRATFORD POLICE SERVICES
ASSOCIATION**

SCHEDULE "A"

Classification	July 2012 Contract	July 2012 E.E.	Jan 2013 Contract-1.50%	July 2013 Contract (1.2%)	Nov 2013 Contract (1%)	Jan 2014 Contract (1.5%)	July 2014 Contract (1.2%)
Sergeant	98,492.38		99,969.77	101,169.40		102,686.94	103,919.19
CID Constable	92,497.19		93,884.65	95,011.26		96,436.43	97,593.67
1 st Class Constable	85,645.54		86,930.22	87,973.39		89,292.99	90,364.50
2 nd Class Constable	80,820.25		82,032.55	83,016.94		84,262.20	85,273.34
3 rd Class Constable (1)	75,791.32		76,928.19	77,851.33		79,019.10	79,967.33
3 rd Class Constable (2)	67,222.15		68,230.48	69,049.25		70,084.99	70,926.01
4 th Class Constable (1)	58,651.25		59,531.02	60,245.39		61,149.07	61,882.86
4 th Class Constable (2)	51,331.19		52,101.16	52,726.37		53,517.27	54,159.47
Clerk-Communicator 20 Yr	61,172.82	62,350.70	63,285.96	64,045.40	64,685.85	65,656.13	67,100.57
Clerk-Communicator 10 Yr	60,584.62	61,751.18	62,677.45	63,429.58	64,063.87	65,024.83	66,455.38
Clerk-Communicator 1	58,820.02	59,952.60	60,851.89	61,582.11	62,197.93	63,130.90	64,519.78
Clerk-Communicator 2	53,533.59	54,564.38	55,382.85	56,047.44	56,607.91	57,457.03	58,721.09
Clerk-Communicator 3	50,178.72	51,144.91	51,912.08	52,535.03	53,060.38	53,856.28	55,041.12
Clerk-Communicator 4	45,659.87	46,539.05	47,237.14	47,803.98	48,282.02	49,006.25	50,084.39
Clerk-Communicator 5	41,551.02	42,351.08	42,986.35	43,502.18	43,937.20	44,596.26	45,577.38
Recording Clerk 20 Year	55,674.93	56,388.62	57,234.45	57,921.26		58,790.08	59,495.56
Recording Clerk 10 Year	55,139.60	55,846.42	56,684.12	57,364.33		58,224.80	58,923.49
Recording Clerk 1	53,533.59	54,219.83	55,033.13	55,693.52		56,528.93	59,207.27
Recording Clerk 2	49,626.38	50,262.53	51,016.47	51,628.67		52,403.10	53,031.93
Recording Clerk 3	44,112.88	44,678.35	45,348.53	45,892.71		46,581.10	47,140.08
Senior Clerk 20 Year	49,262.49	49,725.56	50,471.44	51,077.10		51,843.26	52,465.38
Senior Clerk 10 Year	48,788.81	49,247.43	49,986.14	50,585.98		51,344.76	51,960.90
Senior Clerk 1	47,367.78	47,813.04	48,530.24	49,112.60		49,849.29	50,447.48
Senior Clerk 2	39,434.73	39,805.42	40,402.50	40,887.33		41,500.64	41,998.65
Senior Clerk 3	37,250.67	37,600.83	38,164.84	38,622.82		39,202.16	39,672.59
RMS Coordinator 20 Yr	55,674.93	56,388.62	57,234.45	57,921.26		58,790.08	59,495.56
RMS Coordinator 10 Yr	55,139.60	55,846.42	56,684.12	57,364.33		58,224.80	58,923.49
RMS Coordinator 1	53,333.59	54,219.83	55,033.13	55,693.52		56,528.93	59,207.27
RMS Coordinator 2	49,626.38	50,262.53	51,016.47	51,628.67		52,403.10	53,031.93
RMS Coordinator 3	44,112.88	44,678.35	45,348.53	45,892.71		46,581.10	47,140.08
Special Constable 20 Yr	56,388.62		57,234.45	57,921.26		58,790.08	59,495.56
Special Constable 10 Yr	55,846.42		56,684.12	57,364.33		58,224.80	58,923.49
Special Constable 1	54,219.83		55,033.13	55,693.52		56,528.93	57,207.27
Special Constable 2	50,831.08		51,593.55	52,212.67		52,995.86	53,631.81
Special Constable 3	47,442.32		48,153.95	48,731.80		49,462.78	50,056.33

SCHEDULE "B"

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	D	OFF	OFF	N	N	OFF	OFF
2	OFF	D	D	OFF	OFF	N	N
3	N	OFF	OFF	D	D	OFF	OFF
4	OFF	N	N	OFF	OFF	D	D