

WORKING AGREEMENT

BETWEEN

THE WEST GREY POLICE SERVICES BOARD

AND

THE WEST GREY POLICE ASSOCIATION

FOR THE PERIOD FROM

JANUARY 1, 2015

TO

DECEMBER 31, 2019

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AGREEMENT

BETWEEN:

THE WEST GREY POLICE SERVICES BOARD

(the "Board")

AND

THE WEST GREY POLICE ASSOCIATION

(the "Association")

WHEREAS:

The Parties have agreed, following bargaining negotiations, to enter into the following Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants herein contained and other good and valuable consideration, the Parties hereto **COVENANT AND AGREE** each with the other as follows:

ARTICLE 1: DEFINITIONS

In this Agreement:

"Board" shall mean the West Grey Police Services Board;

"Block" shall consist of forty eight (48) consecutive working hours;

"Call Out" shall mean to cause a member to return to duty after their shift has concluded or to attend duty before their shift commences, but shall not include attendance at court;

"Day or Night" shall mean eight (8) hours unless otherwise specified;

"Dependent child" or **"Dependent"** shall mean a member's child who is:

- (i) an unmarried person under the age of eighteen (18) years; or
- (ii) an unmarried person over the age of eighteen (18) years but less than twenty-five (25) years of age and is in full time attendance at a school, community college, university, or other accredited educational institute; or
- (iii) a person over the age of eighteen (18) years of age who, by reason of mental or physical disability, is unable to earn a livelihood and who resides with the member or the member's spouse;

"Member" shall mean members of the West Grey Police Association, subject to Article 2;

“Overtime” shall mean any time worked beyond the regular schedule;

“Part-Time Constable” shall mean a sworn constable who is a member of the police service in accordance with the provisions of the Police Services Act and, is fully trained in accordance with the requirements of the Police Services Act and Regulations thereto, who is required to fill a vacancy created due to the absence of a full time member, including vacation relief;

“Scheduled Leave” shall mean any approved vacation, lieu time, statutory time, overtime or other leave as defined in this Agreement that is requested by the member and approved by the Chief or Deputy Chief, or his designate.

“Service” shall mean the West Grey Police Service;

“Seniority” shall mean the total length of service of a member with the West Grey Police Service, and includes previous service with the Durham Police Service. Continuity of service is referenced adequately in the Police Services Act;

“Shift” shall mean twelve (12), ten (10), or eight (8) hours depending on the duties of the uniformed member;

“Spouse” shall mean a man or woman who:

- (i) are married to each other; or
- (ii) not being married to each other, have cohabited continuously for a period of not less than one year, or are in a relationship of some permanence where there is a child born of whom they are the natural parents and who have cohabited within the preceding year;

“Uniformed member” means any sworn constable or sergeant with the West Grey Police Service;

“Vehicles” includes motor vehicles, All Terrain Vehicles, Snowmobiles, and bicycles;

ARTICLE 2: ASSOCIATION RIGHTS

2.01 It is agreed that any employee of the West Grey Police Service, exclusive of the Chief of Police, Deputy Chief, Prison Guards, and Auxiliary Officers as identified in Article 30, shall become a member of the West Grey Police Association and will be entitled to representation under this Collective Agreement.

2.02 The Board agrees that there will be no discrimination, harassment, restraint, interference, intimidation, coercion, or threats, directly or indirectly, by any of its representatives against any member of the Association in respect of the member’s employment because of the member’s membership or activity with the Association, or as a representative of the Association acting on behalf of a member.

2.03 The Board agrees that a uniformed member shall not permanently occupy a civilian position.

ARTICLE 3: MANAGEMENT RIGHTS

3.01 The Association recognizes that, subject to the provisions of the Police Services Act and Regulations made thereunder by the Lieutenant Governor in Council, it is the exclusive function of the Board or the Chief of Police:

- (i) Maintain order, discipline and efficiency;
- (ii) Hire, discharge, direct, classify, transfer, promote, demote, suspend, or otherwise discipline any member.

3.02 The Board agrees that no member will be dealt with adversely without reasonable cause, and that it will exercise the functions as outlined in Article 3.01 in a fair and reasonable manner and without discrimination, consistent with this Agreement, the Police Services Act and Regulations made thereunder by the Lieutenant Governor in Council, and the Ontario Human Rights Code.

3.03 If a member claims that the Board has exercised any of the functions as outlined in Article 3.01 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 defined in the Police Services Act. It may also be dealt with under the procedures as defined in the O. Reg. 421/97, Code of Conduct of Police Services Board members, made under the Police Services Act.

ARTICLE 4: SALARIES

4.01 The following schedule of annual salaries shall be effective during the period of this Agreement. Ranks 1st, 2nd, 3rd, 4th Class Constables, Sergeant & Civilian positions receive a 1.65% increase effective January 1, 2015, a 1.25% increase effective July 1, 2015, a 1.9% increase effective January 1, 2016, a 2.0% increase effective January 1, 2017, a 1.85% increase effective January 1, 2018, and a percentage increase equal to the difference between the 2018 West Grey 1st Class Constable salary and the average of the 2019 1st Class Constable salary for Hanover, Shelburne and Saugeen Shores Police Services.

OFFICERS	January 1, 2015	July 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018	January 1, 2019
Sergeant	\$101,095.15	\$102,358.84	\$104,303.66	\$106,389.73	\$108,357.94	TBD
1 st Class Constable	\$90,181.93	\$91,309.20	\$93,044.08	\$94,904.96	\$96,660.70	TBD
2 nd Class Constable	\$81,162.91	\$82,177.45	\$83,738.82	\$85,413.59	\$86,993.75	TBD
3 rd Class Constable	\$73,046.35	\$73,959.43	\$75,364.66	\$76,871.95	\$78,294.08	TBD
4 th Class Constable	\$65,742.52	\$66,564.31	\$67,829.03	\$69,185.61	\$70,465.54	TBD

CIVILIANS	January 1, 2015	July 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018	January 1, 2019
Records Manager	\$48,316.11	\$48,920.06	\$49,849.54	\$50,846.53	\$51,787.19	TBD
Clerical/Receptionist	\$43,553.81	\$44,098.24	\$44,936.10	\$45,834.82	\$46,682.77	TBD
Special Constable	\$62,455.39	\$63,236.08	\$64,437.56	\$65,726.32	\$66,942.25	TBD

	January 1, 2015	July 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018	January 1, 2019
Cadets	\$40,990.55	\$41,502.93	\$42,291.48	\$43,137.31	\$43,935.35	TBD

The salary for Special Constable will be 95% of the salary of a 4th Class Constable.

- 4.02 The West Grey Police Association reserves the right to bargain for any new rank or position that may be created during the term of this Agreement.

ARTICLE 5: HOURS OF WORK

5.01 Uniformed Members

- (a) Uniformed members shall work a yearly schedule of 2,080 hours. Twelve (12) hour shifts will include a ninety (90) minute break period. Ten (10) hour shifts will include a seventy-five (75) minute break period. Eight (8) hour shifts will include a sixty (60) minute break period. A lunch period or break shall not be taken at the end of a shift.
- (b) Front line patrol officers shall work a twelve [12] hours schedule of two [2] twelve [12] hour days shifts, followed by two [2] twelve [12] hour night shifts, followed by four [4] days off. There is a twenty-four [24] layover period between days to nights in the four [4] day rotation. The normal shift hours shall be:

DAY 06:00 to 18:00 or 07:00 to 19:00
 NIGHTS 18:00 to 06:00 or 19:00 to 07:00

The Chief of Police and an Association Representative shall meet at least annually to review the shift scheduled and determine if it is providing an adequate service delivery to the community. Any proposed schedule changes would have to meet the needs of the community and be agreed upon by the Chief of Police and the Association.

Where circumstances of an exigent and emergent nature exist which cause the Chief of Police or his designate to believe that a current schedule should be temporarily suspended for a set time period, he may direct that an alternate shift schedule be employed immediately. Such exigent and emergent circumstances may include, but will not necessarily be limited to situations where assigned human resources are depleted to such an extent that the current schedule is no longer viable. Before the current schedule is temporarily suspended, the Chief or his designate shall exhaust all reasonable options, including the use of part-time constables, shift changes, and overtime.

- (c) The Chief of Police or his designate shall have the option to allow a uniformed member to alter the start of their day or night shift at a mutually agreed upon time assigned by the Chief of Police or his designate.
- (d) The Chief of Police or his designate shall have the option to deploy a uniformed relief shift from 1500 hours to 0300 hours which may consist of four (4) consecutive days of said shift.
- (e) Any excess hours worked by a uniformed member assigned to work twelve (12) hour shifts shall be accumulated in a separate bank and will be taken off in lieu of payment. The uniformed member will be given an opportunity to use this banked time at a time mutually agreed upon by the member and the Chief or his designate. If no mutually agreeable time can be reached, the Chief of Police or his designate shall allot such time off. All accumulated time is to be used within the current calendar year.
- (f) Notification of a change in schedule shall be given in writing at least two shifts prior to the change coming into effect, whenever possible, subject to exigent circumstances arising within the Police Service.

5.02 Civilian Members

- (a) The normal shift schedule for the civilian shall be 0900 hours to 1700 hours, Monday to Friday inclusive, except for purposes of training or an agreed to change between the Chief of Police and the civilian member.
- (b) The normal hours of work for civilian employees will be thirty seven and one half hours (37 ½) per week, Monday to Friday, which includes an unpaid lunch break of one half (½) hour.
- (c) Each civilian position will be provided with two fifteen (15) minute paid breaks, which may be combined with the half (½) hour unpaid lunch break in agreement with the member and the Chief of Police or his designate.
- (d) The lunch break and the staggered hours of the eight (8) hour day shifts will be assigned by the Chief of Police or his designate.

ARTICLE 6: HOLIDAYS AND VACATION

6.01 Holidays

- (a) Each member shall receive ten (10) statutory holidays, one (1) designated holidays, and one (1) floating holiday.
- (b) The following days are, for the purposes of this Working Agreement, statutory holidays:

New Years Day, Good Friday, Victoria Day, Canada Day, Civic Holiday Family Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

- (c) The following day is the designated holiday: Remembrance Day.
- (d) At the option of the Member and the Chief of Police or designate, the statutory holidays and the designated holidays shall be taken at one time or individually throughout the year.
- (e) The one floating personal holiday may be any day upon which the Member and the Chief of Police or his designate agree.
- (f) The Chief of Police or his designate shall be permitted to assign officers off on a statutory holiday, subject to minimum staffing requirements and that the safety of officers is not compromised. Selection of officers shall be based on a voluntary basis in the first instance, upon notification at least four (4) weeks prior to the statutory holiday. In the event there are no volunteers, assignment shall be at the discretion of the Chief or his designate, which will be done in a fair and equitable manner throughout the year.
- (g) Further shift schedules, normal shift rotations, and platoon assignments shall not be altered or amended with the intent of avoiding payment of statutory holiday payments specified in this Article.
- (h) Any member who works any of the statutory holidays will be paid at the rate of time and one half (1 ½), or equivalent lieu time at the request of the member.
- (i) At the beginning of each calendar year every member shall receive banked hours equivalent to eight (8) hours for every statutory holiday and designated holiday, plus an additional eight (8) hours for the floating holiday.

6.02 Annual Vacation

- (a) In addition to the statutory holidays, designated holidays, and the floating holiday, the following scale shall apply regarding annual vacation:
 - (i) One full year but less than four full years of service - Two (2) weeks (80 hours) vacation with pay each year;
 - (ii) Four full years but less than ten full years of service - Three (3) weeks (120 hours) vacation with pay each year;
 - (iii) Ten full years but less than fifteen full years of service - Four (4) weeks (160 hours) vacation with pay each year;
 - (iv) Fifteen full years but less than twenty full years of service - Five (5) weeks (200 hours) vacation with pay each year.
 - (v) Twenty full years but less than twenty-five years of service - Six (6) weeks (240

hours) with pay each year.

- (vi) Twenty five years of service or more- Seven (7) weeks (280 hours) with pay each year.
- (b) If a member is called back to duty while on vacation he shall receive his regular remuneration for the call back plus an additional two (2) shifts off, to be taken in days off only, including any traveling expenses incurred for return trip via the most direct route.
- (c) Each member shall be allowed to initially draw a maximum of two (2) consecutive blocks of vacation during the months of July and August. Vacations are to be selected in order of seniority within their Platoon.
- (d) A member shall be deemed to be "on vacation" from their first regular day off duty until the first day of return to duty. All time periods between these days shall be deemed as "on vacation" for the purpose of Article 6(c).
- (e) If a member is required to change platoons during the year the member shall maintain their approved scheduled vacation dates, statutory holidays, lieu time, or overtime.
- (f) The Chief or his designate shall not cancel any scheduled vacation or scheduled leave in an arbitrary manner without consulting the member involved. Before scheduled vacation or scheduled leave is cancelled the employer shall exhaust all reasonable options including the use of part-time constables, shift changes, and overtime.

ARTICLE 7: EXPERIENCE PAY AND CIVILIAN SERVICE PAY

7.01 Uniformed Member Experience Pay

- (a) Uniformed members shall be entitled to the following experience pay allowance:
 - (i) 3% of the First Class Constable salary only after 8 years completed years of continuous service;
 - (ii) 6% of the First Class Constable salary only after 17 years completed years of continuous service;
 - (iii) 9% of the First Class Constable salary after 23 years of completed years of continuous service;
- (b) To be eligible for Uniformed Member Experience Pay, an officer shall meet the following criteria:
 - (i) Have attained the rank of First Class Constable, or above, and
 - (ii) Have attained the years of consecutive service as a sworn Police Officer in Canada, with members as of July 1, 2009 grandfathered in terms of consecutive service; and

- (iii) Experience pay will qualify as pensionable earnings and be included in computing overtime, court time, call backs, statutory holiday pay, maternity, or parental leave entitlements, sick leave, WSIB benefits, and secondments, and
 - (iv) All members joining the West Grey Police Service after the signing of this Agreement will be eligible for Experience Pay for service only with the West Grey Police Service unless otherwise jointly agreed to by the Board and the Association, and
 - (v) Experience Pay re-classification will commence on the anniversary date that the member attains the requisite service for each level of the Experience Pay grid, and
 - (vi) Experience Pay will be based on a 1st Class Constable rate of pay and the grid percentage increases will be non-cumulative. For example, the Experience Pay at any level shall not be compounded with the Experience Pay payable at any other level, and
 - (vii) Have attained a passing mark of 70% on the Ontario Police College Sergeant's examination.
- (c) Experience pay shall not be paid to any member:
- (i) who is convicted or found guilty of an offence under the Criminal Code of Canada for the period of two (2) years subsequent to such conviction or such finding of guilty under the Criminal Code of Canada.

7.02 Civilian Service Pay

- (a) All members shall receive in the first pay period of December of each year the sum of \$100 for every five (5) years of continuous service with the West Grey Police Service.

ARTICLE 8: OVERTIME AND COURT ATTENDANCE

- 8.01** Overtime shall be paid on a monthly basis at the member's request, at a rate of time and one-half (1 ½) for each straight hour of overtime. A member may take days off in lieu of overtime payment at a rate of time and one-half (1 ½) for each straight hour of overtime.
- 8.02** A maximum of forty eight (48) hours may be carried over into the following year; any exception to this will be upon approval of the Chief of Police or his designate.
- 8.03** Any member called out before the commencement of, or after completion of their regular shift, or on their day off, shall be compensated as follows:
- (i) for call out one hour or less before the commencement of their regular shift, they shall be paid for one hour at time and one half (1 ½);
 - (ii) for call out more than one hour but less than two hours before the commencement of their regular shift, they shall be paid two hours at time and one half (1 ½);

- (iii) for call out more than two hours before the commencement of their regular shift, or after completion of their regular shift, or on their day off, they shall be paid for a minimum of four hours at time and one half (1 ½).

The hours of a member's shift shall not be changed to circumvent the provisions of this section.

- 8.04** Any member required to attend court in their capacity as a police officer during scheduled off duty hours shall be paid at the rate of time and one half (1 ½) for a minimum of four hours regardless of the actual time such court attendance required. If the four hour period noted above includes regular on-duty hours, the member shall receive time and one half (1 ½) for only the actual off-duty hours such court attendance required.
- 8.05** A member who is directed by the Chief of Police or his designate to be on standby duty, for any reason, shall be paid at the rate of one and one half (1 ½) times the regular rate of pay until the member is notified to stand down. "Standby Duty" means that the member is immediately available for active duty outside of the member's normal tour of duty.
- 8.06** A member who is assigned by the Chief or his designate to on-call duty shall be paid at the rate of one half (1/2) of the member's regular rate of pay while on call. In the event the member is recalled to active duty, the member shall be paid at the call back rate, or the overtime rate, as may be applicable. "On-Call duty" means that the member is reasonably available at the member's home or elsewhere ready to be called back to active duty. It is the responsibility of the member to ensure they may be contacted in order to report for active duty within one hour of being notified for recall.
- 8.07** A member who is required to appear in court on the morning after having completed a midnight shift shall, at the option of the member, be granted such time off as necessary to allow eight (8) clear hours off, after having been excused from court and having reported back to the station, before being required to report for the remainder of his or her next regularly scheduled shift, provided that the hours that the member is not present during his or her next regularly scheduled shift will be taken from any of the member's leave banks except the sick leave bank.
- 8.08** A member will be paid the following meal allowance while on Department business that requires them to travel 40 km outside the boundaries of the Municipality of West Grey, with the submission of receipts. The 40 km boundary limitation does not pertain to training courses or courses authorized by the Chief of Police or his designate.

\$15.00 - Breakfast

\$20.00 - Lunch

\$25.00 - Dinner

ARTICLE 9: USE OF MEMBERS' PERSONAL VEHICLE

- 9.01** Upon the filing of a report with the Chief of Police or his designate of an accident involving a member's personal vehicle while its use was authorized by the Chief of Police or his designate, the Board will, on recommendation of the Chief or his designate, reimburse the member for the insurance deductible to a maximum of \$500.00 per incident, or the actual cost of repair if less than \$500.00. The recommendation of the Chief or his designate shall not be unreasonably withheld.
- 9.02** Where a member is authorized by the Chief of Police or his designate to use their own vehicle in requirement of the Service, the Municipality's rate per kilometre shall be paid to the member.

ARTICLE 10: SICK LEAVE

- 10.01** Each member shall be entitled to 10 days per annum sick leave and shall, while absent from duty through accident not related to their employment, be entitled notwithstanding such absence to be paid for such days at their normal rate of pay provided, however, that if a member is so absent from duty and eligible for accident and/or sickness benefits with respect to any portion of such days, the amount of such benefits shall be paid to and/or assigned by the member to the Board. For the purposes of this article, a "day" will be equal to the member's regular shift.
- 10.02** Each member shall be entitled to accumulate sick leave to a non-refundable maximum of 680 hours or 17 weeks as a top-up for the explicit use of short term disability as set out in Article 12.02 and/or as a top-up for LTD to their net take-home pay pre-injury or illness. Any unused portion over and above the 680 hours will be paid out at the rate of 25% of the member's regular rate of pay on the first pay in January of the following year.
- 10.03** Any member who is off duty for medical reasons for a period of more than four consecutive shifts shall be required to submit a physician's statement that they are fully fit for duty before being allowed to return to duty. This provision may be waived at the option of the Board or the Chief of Police or his designate.
- 10.04** The cost of a physician's statement only shall be the responsibility of the Board.
- 10.05** In the event of sickness within the member's immediate family, time may be deducted from the member's sick credits up to a maximum of 3 days per annum. For the purposes of this Article, "immediate family" shall mean the member's spouse if the spouse resides with the member, or dependent child, or dependent parent who resides with the member.

ARTICLE 11: RANK STRUCTURE

- 11.01** A Fourth Class Constable is eligible to be reclassified to Third Class Constable following the completion of eighteen (18) months of service as a Fourth Class Constable, subject to Article 11.04 and Article 11.05.
- 11.02** A Third Class Constable shall be reclassified to a Second Class Constable following the completion of eighteen (18) months of service as a Third Class Constable, subject to Article 11.04 and Article 11.05.
- 11.03** A Second Class Constable shall be reclassified to a First Class Constable following the completion of eighteen (18) months service as a Second Class Constable, subject to Article 11.04 and Article 11.05.
- 11.04** Any member, including Part-Time Constables who are subsequently hired as a full time member, who was employed with the West Grey Police Service on or before December 31, 2016, shall be reclassified after twelve (12) months not eighteen months as set out in Articles 11.01 to 11.03.
- 11.05** If any member is not reclassified in accordance with the provisions of Article 11.01, Article 11.02 or Article 11.03 within one month (30 days) after the date on which they became eligible for such reclassification by reason of having served the requisite period of time, they shall be notified by the Chief of Police or his designate, in writing, as to the reason why they did not receive such reclassification.
- 11.06** Any person joining the West Grey Police Service who has no previous police experience, and has not graduated from the Recruit Training Course at the Ontario Police College (OPC), shall be appointed as a "Cadet in Training". The member's reclassification to Fourth (4th) Class Constable will be implemented upon the member's successful completion of the OPC Recruit Training Course.
- 11.07** A Special Constable shall be entitled to all articles as stated in the current Agreement, except where provided otherwise in this Article. The Special Constable shall be a full time civilian member of the West Grey Police Service and shall not be subject to lay-off, or a reduction of hours worked or salary paid, unless authorization for reinstatement is denied by the Policing Services Division, Ministry of Public Safety and Security.
- (a) The Special Constable shall work a scheduled 40 hour week, Monday to Friday. The hours of work will be 8:30 a.m. to 4:30 p.m. The Special Constable shall be entitled to a one (1) hour paid lunch period. The meal allowance as per Article 8.08 of the Collective Agreement shall not apply for days worked in the Walkerton Court. The Special Constable shall take the statutory holidays and the designated holidays on the dates they fall.

- (b) The Special Constable shall only perform the duties of a Court Security Officer/Court Case Manager as authorized by the Policing Services Division, Ministry of Public Safety and Security. The Special Constable shall not perform any police duties that are performed by a Uniformed Member.
- (c) There shall be no change to the appointment or authorities of the Special Constable, unless requested by the Policing Services Division, without the express written consent of the Association.
- (d) The Special Constable shall not be dually employed as an Auxiliary Constable by the Board.

ARTICLE 12: GROUP MEDICAL PLAN, VISION, AND DENTAL PLAN

- 12.01** The Board shall provide the Group Medical Insurance Plan currently in place and pay 100% of Employer Health Tax, at no cost to the member, and acknowledges that long term disability coverage under such plan shall be according to the current policy in effect for the West Grey Police Service, while the member is unable to perform their normal duties.
- 12.02** For short term disability the member shall be covered under the benefits provided to all employees of the Municipality of West Grey plus any additional amount whereby a member of the Police Service receives 75% of their normal salary for the 17 week coverage period. It is recognized that the 75% reflects the terms and conditions of the Municipality's insurance carrier.
- 12.03** At the commencement of long term disability the percentage of normal salary is 75%.
- 12.04** A member who is absent from duty as a result of illness or injury occasioned by or as a result of those duties shall:
- (i) continue to receive the member's regular salary until the member begins to receive W.S.I.B. income replacement benefits or such benefits as are payable, and thereafter shall continue to receive one hundred per cent (100%) of net salary (gross income less net tax deductions), and shall remit, where applicable, to the Board any remuneration received from the W.S.I.B. in relation to the net salary, but remuneration does not include any other payments.
 - (ii) continue to receive full coverage of this Agreement, and the Board shall continue to pay all benefit and pension contributions as if the member were not absent from duty.
 - (iii) Notwithstanding the provisions of Article 6, members on Short Term Disability (STD) for the entire seventeen (17) weeks, which transitions into any period of Long Term Disability (LTD), or on Long Term Disability (LTD) shall not earn

statutory holiday leave during the period of their disability. Members on LTD shall not earn annual vacation leave.

Members who are on STD or LTD as of December 31, 2014 will be grand-parented for the purposes of this article, and continue to accumulate vacation and statutory holidays and, at the member's option, shall receive such accumulation upon return to duty in time off or as pay in lieu thereof.

- (iv) Effective January 1, 2017 members who go on WSIB shall earn annual vacation leave, in accordance with Article 6.02 (a), to a maximum of two (2) years entitlement. Members shall not earn statutory holiday leave on WSIB.

Members who are on WSIB as of December 31, 2016 shall continue to accumulate annual vacation leave and statutory holiday leave until 31 December, 2017 or their two year anniversary on WSIB, whichever is later.

- 12.05** The Board agrees to reimburse each member the amount actually expended for eyeglasses, to a maximum amount of \$200.00 every 24 months upon submission of receipts. This extra provision shall apply to members only. This amount shall be in addition to any amounts payable to the member through insurance coverage provided by the Board through the vision benefit package, by which the Board provides for \$100.00 every 24 months for prescription glasses or \$200.00 every 24 months for prescription contact lenses, for a member, spouse, and dependents.
- 12.06** The Board agrees to reimburse each member \$50.00 for a complete eye examination, once in every 24 month period upon submission of receipts.
- 12.07** The Board agrees to provide all members, their spouse, and their eligible dependents, after three (3) months of service, the dental plan as detailed in the Municipality of West Grey, Group #100939 agreement with Sun Life, at the time of this Working Agreement, at no cost to the member.
 - (i) There is no deductible;
 - (ii) Overall dental maximum is \$1,500 per person per calendar year;
 - (iii) Lifetime maximum for Orthodontic benefits is \$1,500;
 - (iv) Coverage is 100% for Basic Services, 100% for Comprehensive Basic Services, 50% for Major Restorative Services, and 60% for Orthodontic Services;
 - (v) Applicable lab, drug and other expenses are eligible to a maximum of 40% of the professional fee;
 - (vi) All eligible claims will be reimbursed in accordance with the Current Ontario Dental Association's Fee Guide for General Practitioners.
- 12.08** An information booklet providing an outline of all benefits will be provided to all members as soon as practicable.

ARTICLE 13: LIFE INSURANCE COVERAGE

- 13.01** The Board shall maintain in force supplemental life insurance coverage for each member of \$50,000.00. This amount is in addition to the life benefits provided by the Municipality's insurance carrier of 1.5 times the member's salary to a maximum of \$200,000.00 and includes Accidental Death & Dismemberment coverage equal to life amount.
- 13.02** The Board shall bear 100% of the cost of providing such insurance coverage.

ARTICLE 14: LEAVE

- 14.01** A member shall be granted a leave of up to four shifts in the case of death of the spouse or a child of the member. A member shall be granted a leave of up to three shifts in the case of the death of his/her father, mother, sister, brother, or persons standing in loco parentis, or in the case of the death of his/her current spouse's father, mother, sister, brother, or persons standing in loco parentis. A member shall be granted a leave of up to two shifts in the case of the death of a grandparent of the member or of the member's current spouse. A member shall be granted a leave of one shift in the case of a death of an aunt or uncle of the member or of the member's current spouse. In addition, the Chief or his designate may, at his discretion and with the consent of the Board, grant such additional bereavement leave as may be deemed appropriate having regard to the specific circumstances of the member or his/her current spouse.
- 14.02** A member shall be granted three (3) shifts' leave for the purpose of becoming married.
- 14.03** There shall be a bank of seven-two (72) hours per year to allow members of the West Grey Police Association to attend, without loss of pay, meetings or training of the Police Association of Ontario or Canadian Police Association. A maximum of twenty-four (24) hours of such bank may be used to allow members to conduct Association business. Association business to include meetings with the Employer relative to discipline or grievance processes or procedures or negotiation meetings with the Board, not including mediation or arbitration.

ARTICLE 15: MATERNITY AND PARENTAL LEAVE

- 15.01** Members shall be entitled to maternity leave or parental leave in accordance with the provisions of the Employment Standards Act, 2000. A member intending to go on maternity or parental leave shall make written application, within 60 days of taking such leave, to the Board with a certificate from a legally qualified practitioner stating the estimated date of delivery. A member on maternity/parental leave shall receive benefits provided under Article 15.02, notwithstanding the provisions of the Employment Standards Act, 2000, of fifty-two (52) weeks for maternity/parental leave and subject to the Regulations of Employment Insurance (E.I.), Human Resources Development Canada.

15.02 During maternity/parental leave, the Board shall provide a Supplementary Employment Insurance Benefit (SEB) Plan as follows:

- (i) during the first two(2) weeks of employment insurance waiting period, pay the member 75 % of their regular rate of pay: and
- (ii) in the case of maternity leave, during the following fifteen (15) weeks or such shorter period if the member returns to work, pay the member at a rate equivalent to the difference between the employment insurance maternity benefits the member receives and 75% of the regular rate of pay.
- (iii) in the case of parental leave, during the ten (10) weeks or such shorter period if the member returns to work, pay the member at a rate equivalent to the difference between the employment insurance parental benefits the member receives and 75% of the regular rate of pay. The combined weekly payments received from the supplemental plan provided by the Board and the weekly employment insurance benefits will not exceed 75% of the member's weekly earnings.
- (iv) the member must provide proof of application for and receipt of employment insurance benefits in order to receive payment under SEB Plan, unless serving the two (2) week employment insurance waiting period. Proof shall be copies of employment insurance benefits stubs.
- (v) SEB payments are paid only for the supplementation of employment insurance benefits for the employment period as specified in the plan for pregnancy/parental leave.
- (vi) 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 this plan.
- (vii) this benefit is to be fully paid out of the Board's general revenues. A separate record of SEB payments shall be kept by the Board.
- (viii) the plan shall remain in effect with this and subsequent Agreements.

15.03 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 and a person who is in a relationship of some permanence with the parent of the child, and who intends to treat the child as the member's own child.

15.04 While on maternity/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 vacation and statutory holiday credits, insurance, welfare, medical, dental, pension contribution, and all other benefits specified by the Agreement.

15.05 Maternity Leave and Parental Leave may be combined for the purpose of this article but shall not exceed fifty-two (52) weeks.

15.06 A member who provides a certificate from a legally qualified medical practitioner stating that she is pregnant and recommending that she be placed on other-than-normal duties,

shall be accommodated by the Board and shall be provided subsequent duties, with no change in salary or benefit status, until the member elects to terminate the maternity leave.

ARTICLE 16: LAW ENFORCEMENT COURSES

16.01 Any member of the West Grey Police Service who receives consent of the Board to participate in any educational courses directly related to police work shall, upon successful completion of said course, receive reimbursement from the Board in the amount of 100% of the tuition fee paid by the Member concerned.

16.02 The Board agrees to provide members who are registered to attend Basic Recruit Training at the Ontario Police College an interest free loan in the amount of the actual tuition charged by the Ontario Police College. The member will be required to sign an agreement with the Board outlining the conditions of the loan and its repayment, as outlined in the Letter of Understanding: Cadet Loan in this Agreement.

ARTICLE 17: POLICE COLLEGE

17.01 Each member while attending a course at the Ontario Police College (OPC) or an accredited police training facility shall receive \$50.00 per week in addition to the member's normal salary. Members shall not be penalized time while attending a course at the OPC or other accredited police training facility. A member shall be granted three (3) hours of lieu time while traveling from Durham to the OPC or any accredited course or training facility while not on duty. For travel distance of longer than three (3) hours, for courses other than recruit training, when approval for the course has been granted by the Chief of Police or his designate, lieu time will be provided which will reflect reasonable travel times from Durham to the course.

ARTICLE 18: UNIFORMS AND CLOTHING

18.01 Each member normally assigned uniformed duties may, without cost to them, upon request be supplied with the following items of new or professional cleaned clothing (uniforms) within the timeframe specified. If in the discretion of the Chief a member's request is unreasonable and the Chief can demonstrate the request is unreasonable, the member's request may be denied. Notwithstanding the timeframe specified for annually supplied items, the member and the Chief may agree, at the member's request, that the particular uniform or clothing item is not required at that time by the member given the member's current inventory of items. Any equipment to be replaced prior to the specified timeframe or noted "as required" will be supplied at the discretion of the Chief of Police or his designate. Permission will not be unreasonably withheld.

- (1) Two pair of pants per year
- (2) One police cap per year
- (3) One pair of summer boots and one pair of winter boots, issued biannually on

alternate years, of a type and model to be selected in consultation with the Association.

- (4) One tactical web belt with full duty equipment when required
- (5) One winter coat as required
- (6) One pair winter gloves each year
- (7) One raincoat, when required
- (8) Four (4) shirts each year (long or short sleeve)
- (9) Regulation ties as required
- (10) One winter toque
- (11) Body Armor shall be replaced with Ministry approved equipment as required
- (12) Any other equipment agreed upon by the Chief following consultation with the West Grey Police Association executive.
- (13) One full dress uniform
- (14) One pair Kevlar/leather search gloves as required
- (15) One lined police sweater as required
- (16) One pair of fatigue pants as required
- (17) One POLICE raid shirt as required
- (18) One POLICE ball cap as required
- (19) One faux fur Yukon hat to meet code as required
- (20) One lithium powered duty belt flash light with carrying case
- (21) Two sets of lithium batteries per year
- (22) One police dickie or turtleneck embroidered with WGPS as required.

18.02 Ties will be worn for criminal court and special occasions.

18.03 A uniformed member who is required to provide and wear ordinary clothing (plainclothes) as part of their regular duties shall be reimbursed by the Board for expenses incurred in the purchase of such clothing, upon presentation of the appropriate receipts. Such reimbursement shall be in an amount not to exceed nine hundred dollars (\$900.00), or a pro-rated part of that sum for any period less than one (1) year during which the member performs such duties.

- (a) Reimbursement shall be made semi-annually.
- (b) No uniformed member shall forfeit any portion of the allowance specified for any period of absence due to illness or injury.

18.04 All uniforms, clothing items, and equipment referred to in Article 18.01 shall remain the property of the West Grey Police Service.

ARTICLE 19: UNIFORM CLEANING

19.01 The Board shall, once per year, arrange for the dry cleaning of winter jackets for uniformed members and the Special Constable and dry cleaning of dress uniforms for uniformed members. Other dry cleaning required due to any other extenuating circumstances shall be at the discretion of the Chief or his designate.

ARTICLE 20: LEGAL INDEMNIFICATION

20.01 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 a member is found guilty of a criminal offence,
- (c) in the defense of a statutory prosecution, excluding Police Services Act prosecutions where the member has been charged with misconduct under the Police Services Act and its regulations as a result of a criminal prosecution where the member was not acquitted: for the purpose of this provision "acquitted" shall include all forms of non-conviction disposition.
- (d) in respect of any other proceeding in which the manner of execution of the member's duties relating to employment was an issue. Without limiting the generality of any other proceedings, such proceeding shall include a Coroner's inquest, any proceedings initiated by a public complaint, an investigation and inquiry under Part II of the Police Services Act, and a public enquiry under the Public Enquiries Act.
- (e) In addition to the provisions of this Article, the Board recognizes the necessity of providing immediate legal advice to any member who, as a result of their duties, may be directly or indirectly involved in an occurrence investigated under the provisions of Part VII of the Police Services Act. The Board agrees that legal counsel(s) as approved by the Association shall be provided at the Board's expense immediately after the occurrence and funds applied not to exceed the greatest of \$5,000.00 per member for the investigation period, for the purpose of providing legal advice and guidance.

20.02 Legal costs will be capped at five thousand dollars (\$5,000) per member to defend a complaint against a member under Part V of the Police Services Act with respect to misconduct or unsatisfactory work performance, unless such complaint has been found to be unsubstantiated by a tribunal or court of competent jurisdiction, or has been withdrawn or abandoned.

20.03 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; or
- (b) An act or omission of a member acting in their capacity as a private citizen.

20.04 The Board shall provide funds to a member who is eligible for legal indemnification under this Agreement for a retainer and/or interim payment of legal costs as may be 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 a 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 greatest of \$5,000 or fifty percent (50%) 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 this Article.
- (c) The member shall sign a waiver agreeing to indemnify the Board for such funds if the member is not entitled to indemnification in accordance with this Agreement at the conclusion of the proceedings.

20.05 Where a member is a defendant in a civil action for damages because of acts done in the course of the member's employment or duties as a Police Officer, the member shall be indemnified for the reasonable legal costs incurred in the defense of such 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 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.

20.06 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 solicitor and client basis by an assessment officer of the Ontario Court of Justice (General Division).

20.07 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 21: ACTING RANKS

21.01 A member designated to act as a sergeant in charge of a platoon must have successfully completed the OPC promotional exam and the Front Line Supervisor's course or accredited equivalent course. While acting in this position the member shall be reimbursed commensurate with the wages of a sergeant for the time required to act in this capacity.

21.02 All members appointed to an acting position shall not remain in that position for more than six months in a twelve month period.

- 21.03** An acting position shall be made available on a competitive basis to all members who are qualified for the position.
- 21.04** When a civilian member is assigned to perform all the regular duties of a higher paid classification than the civilian member currently holds, the member shall receive fifteen dollars (\$15.00) per calendar day that the member is assigned to the higher classification. Payment for these duties shall be made on the first pay period of December each year.

ARTICLE 22: PENSIONS AND RETIREMENT BENEFITS

- 22.01** The Municipality of West Grey subscribes to the basic plan of the Ontario Municipal Employees Retirement System (OMERS)
- 22.02** Upon commencement of employment with the West Grey Police Service every full-time member who is not in receipt of a pension at the time the member is hired shall be enrolled in OMERS, with the normal retirement age of 60 for uniform members and the age of 65 for civilian members. Full-time members who are in receipt of a pension shall have the option to be enrolled in OMERS. Part-time members who are eligible to be enrolled in OMERS shall have the option to be enrolled in OMERS.
- 22.03** Enrollment and necessary contributions shall be made in accordance with the provisions of the OMERS Act and Regulations.
- 22.04** A full-time uniformed member who retires with an OMERS pension who is at least fifty (50) years of age and who has attained fifteen (15) years of continuous service with the West Grey Police Service or its predecessors at the time of retirement will be eligible for continuation of the medical, vision, and dental care benefit coverage that the member received before retirement from the age of retirement to age 65.
- 22.05** A full-time civilian member who retires with an OMERS pension who is at least fifty-five (55) years of age and who has attained fifteen (15) years of continuous service with the West Grey Police Service or its predecessors at the time of retirement will be eligible for continuation of the medical, vision, and dental care benefit coverage that the member received before retirement from the age of retirement to age 65.
- 22.06** The continuous service requirement in Articles 22.04 and 22.05 for full-time uniform and full-time civilian members does not apply to members employed by the West Grey Police Service on or before ratification of this Agreement.
- 22.07** Should a full-time member who is in receipt of retirement benefits pursuant to this Article die before the age of 65, the member's spouse and dependents would continue to be eligible for such benefit coverage until the member would have otherwise reached age 65.

ARTICLE 23: GRIEVANCE PROCEDURE

23.01 With exception of such matters as are governed by regulations made by the Lieutenant Governor in Council under the Police Services Act, any difference between the parties concerning the interpretation, application, or alleged violation of any of the provisions of this Agreement, shall be dealt with as follows:

- (1) The aggrieved member(s), or in the case of a policy grievance by the Association, will first take the complaint orally to the Chief of Police or his designate and after considering the complaint, the Chief or his designate will give his reply to the said member(s) or Association within forty-eight (48) hours after the said complaint was presented.
- (2) If no settlement is reached at Step 1, the Association may, within three (3) days of the reply by the Chief or his designate or if no reply is given, place the complaint in writing and submit it to the Chief or his designate. Within three (3) days following the submission of the complaint, the Chief or his designate will meet with the complainant to examine and discuss the complaint and document any action taken on the complaint.
- (3) If no settlement is reached at Step 2, the Association shall within three (3) days of the receipt of the reply from the Chief or his designate submit the written complaint to the Board. Within seven (7) days following the aforesaid meeting, a written reply shall be presented to the Association from the Board.

23.02 One or more steps in the Grievance Procedure may be omitted upon consent of both parties.

23.03 The time limits in this Article may be extended at any stage by mutual agreement but in any event shall be considered directory. A member may request, at any time, to be represented by a member designated by the West Grey Police Association.

23.04 All grievance procedures will follow the guidelines stipulated in the Police Services Act.

ARTICLE 24: ARBITRATION

24.01 If no settlement is reached at the end of the grievance procedure, either party may notify the other of its intention to submit the grievance to arbitration within thirty (30) days of the receipt of the decision of the Board. The notice shall contain:

- i) a statement of grievance and the remedy sought
- ii) the name and address of one or more proposed arbitrators

24.02 The recipient shall, within ten (10) days after receipt of such notice, indicate whether or not it accepts one of the proposed arbitrators and if it does not, then its reply shall contain the name and address of one or more persons whom it proposes as arbitrator. If the parties fail to agree on an arbitrator within a further five (5) days either party may request the Minister of Public Safety and Security to appoint an arbitrator under the provisions of the Police Services Act.

24.03 An arbitrator appointed pursuant to the provisions herein:

- i) shall determine his/her own procedure, provided he/she gives full opportunity to all parties to present evidence and make representations;
- ii) may rectify any clerical or typographical or other error or omission but shall not have the power to alter or amend any of the provisions of this Agreement;
- iii) may have access, when accompanied by both parties, to view the Board's or the Service's premises to view locations, working conditions, equipment, or operations which may be relevant to the resolution of the grievance;
- iv) may modify penalties, relieve against non-compliance within time limits or any other technicality or irregularly, or allow a party in appropriate circumstance to amend a grievance provided that there has been substantial compliance with the grievance and arbitration procedures and that the rights of either party are not prejudiced;
- v) shall have jurisdiction to determine whether a grievance is arbitratable;
- vi) shall, provided that the rights of either party are not prejudiced and that there has been substantial compliance with the procedures contemplated by this Article, entertain and determine the real issue in dispute according to its merits and shall make whatever disposition of it he/she deems just and equitable;
- vii) shall issue a decision which is final and binding upon the parties and upon any member or Members affected by it.

ARTICLE 25: PART-TIME CONSTABLE

25.01 Except as otherwise provided in this Article, part-time constables are not eligible for the following entitlements under this Agreement:

Article 5	Article 6	Article 7	Article 8	Article 10
Article 11	Article 12	Article 14	Article 15	Article 16(b)
Article 18	Article 21	Article 22.04	Article 22.05	Article 22.06
Article 22.07	Article 26	Article 31		

25.02 The salary and benefits of part-time constables shall be in accordance with the provisions

of this Agreement, subject to the following:

- (a) Part-time constables must have a minimum of five (5) years consecutive full time employment with a Police Service before being hired as a part-time constable. Each member must have completed the recruit training course at Ontario Police College.
- (b) A first year part-time constable shall be paid at a rate equal to the hourly rate of a Fourth (4th) Class Constable under Article 4 of this Agreement.
- (c) After completing two thousand and eighty (2,080) hours of service for the West Grey Police Service, the part-time constable, upon the recommendation of the Chief or his designate, shall be reclassified to a part-time Third (3rd) Class Constable.
- (d) Vacation pay for part-time constables shall be paid at the rate of 4% in accordance with the Employment Standards Act, 2000 and will be paid on each pay, rather than accrued.

25.03 The Board shall not employ more than three part-time constables at any one time.

- (a) The three part-time constables shall not be employed to fill a position that could be otherwise be filled by a full-time constable.
- (b) A pool of 2,080 hours will be established for part-time constables to draw from on an annual basis.
- (c) A part-time constable shall not be assigned to work a paid duty unless there are insufficient full time members available.

25.04 A part-time constable shall be paid at his/her hourly rate while attending any training course that is mandated by law (i.e. Use of Force, Firearms, First Aid, C.P.R, etc).

25.05 A part-time constable required to attend court shall be paid a minimum of four hours of the officer's regular rate of pay.

25.06 If called out for duty a part-time constable shall receive a minimum of four hours pay at the officer's regular rate of pay;

25.07 When a part-time constable is scheduled to work a full-time member's shift, the part-time constable shall work the required hours unless prior arrangements are made between the Chief of Police or his designate and the member, and confirmed by memo;

25.08 Uniforms for part-time constables shall be as follows:
1 pair of pants additional equipment at the discretion of the Chief or
2 shirts his designate

25.09 Part-time constables shall pay the Association dues in accordance with this Agreement.

25.10 Part-time constables shall ensure that any other employment they may be engaged in is consistent with the Police Services Act.

ARTICLE 26: SURVIVOR'S PENSION

- 26.01** Where a member is killed or dies as a direct result of injuries received in the performance of their duties as a member, 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, a supplementary monthly payment, in an amount which taken together with any existing governmental payments pursuant to the Workplace Safety and Insurance Benefit Act (WSIB), or the Canada Pension Plan (CPP), or payments made pursuant to the OMERS plan, will equal one hundred per cent (100%) of the disposable after tax income of the deceased member at the time the payments are made. For the purpose of this Article, salary shall include benefits specified in Article 12 of this Agreement.
- 26.02** 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.

ARTICLE 27: PERSONAL PROPERTY LOSS

- 27.01** All members shall receive reimbursement when suffering loss or damage to prescription eye glasses, dentures, or watches, when such loss or damage is suffered as a result of the lawful performance of their duties, provided such loss or damage has not been caused by negligence on the part of the member.
- 27.02** Where there are extraordinary circumstances causing loss or damage to personal property which occur as a result of the performance of duties, provided such loss or damage has not been caused by negligence of the member, there shall be replacement or reimbursement as per Article 27.03.
- 27.03** The maximum amount of such claim shall be two hundred dollars (\$200). Amounts greater than two hundred dollars (\$200) shall be reimbursed upon the approval of the Board, such approval shall not be unreasonably withheld.
- 27.04** All members shall receive up to a maximum of fifty dollars (\$50) reimbursement towards the repair or replacement of either sunglasses or cellular phones upon submission of receipts.

ARTICLE 28: MINIMUM STAFFING

- 28.01** The Board agrees that the minimum staffing requirement shall be two (2) armed police officers physically present in the Municipality of West Grey.
- 28.02** It is understood that the Chief and the Deputy Chief may be part of this complement

provided that there are no part-time constables available.

ARTICLE 29: PRISONER ESCORTS

- 29.01** All prisoners shall be escorted by at least one (1) armed officer. Any prisoner displaying violence, escape risk or suicidal tendencies shall be escorted by two (2) armed officers or one armed officer and a special constable.
- 29.02** An officer shall not transport a prisoner of the opposite sex by themselves except in exigent circumstances.

ARTICLE 30: PRISONER GUARDS

- 30.01** Civilians employed on a part-time basis to guard prisoners and auxiliary police constables will be the sole liability of the West Grey Police Services Board and the Board will be responsible for criminal and civil liabilities pertaining to these employees.

ARTICLE 31: PROMOTIONS

- 31.01** When a permanent vacancy exists above the rank of First Class Constable within the West Grey Police Service, a notice for the purpose of applications shall be circulated to all members as soon as practical after such vacancy occurs.
- 31.02** A Promotional Policy has been developed and will be maintained in consultation and agreement with the Association.
- 31.03** To be eligible for promotion a member must have been successful in the promotional exams developed for that position by the Ontario Police College, in accordance with the Police Services Act, and must have been successful in the requirements set out in the Promotional Policy.

ARTICLE 32: MEMBER'S PERSONAL FILE

- 32.01** A member shall have the right to examine the contents of their personal file provided that:
- (i) Such request is made in writing to the Chief of Police or his designate;
 - (ii) The file should be examined in the presence of the Chief of Police or his designate;
 - (iii) The file is to be examined within a reasonable time from the date of the request, subject to the exigencies of the Police Service.
- 32.02** Every derogatory entry or notation made in a member's personal file shall be brought to the member's attention promptly, and the member shall have the right to respond in writing to any entry or notation within the file.

32.03 A disciplinary entry for misconduct which is in the member's file shall be expunged from the member's personal file two (2) years after being made, providing if during that period of time no other entries concerning misconduct are on record.

ARTICLE 33: COLLECTION OF ASSOCIATION DUES

33.01 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. The amount deducted will be forwarded to the Association on a monthly basis.

ARTICLE 34: LETTERS OF UNDERSTANDING

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

ARTICLE 35: TIME OF AGREEMENT

35.01 This Agreement shall become effective as of the 1st day of January, 2015 and shall remain in effect until the 31st day of December, 2019, and from year to year thereafter unless, within a period of not more than ninety (90) days and not less than sixty (60) days prior to the said expiry date, either party hereto gives notice in writing addressed to the Chair of the Police Services Board or to the Association as the case may be for amending or revising of this Agreement.

35.02 In the event that either Party shall desire any amendment or amendments to the Agreement such Party shall give the other Party written notice of their intention to enter into negotiations at least 60 days prior to the expiry date and the Parties shall negotiate in good faith and respect.

35.03 All articles referenced in this Agreement shall be retroactive to January 1, 2015 except as otherwise stated.

35.04 Both parties shall receive an electronic version of the Agreement. The master electronic Agreement will be maintained and housed by the West Grey Police Services Board along with the original signed paper copy of the Agreement.

35.05 All entitled members shall receive retroactive pay for January 1, 2015 to December 31, 2015 on or before December 31, 2016.

35.06 All entitled members shall receive retroactive pay for January 1, 2016 to December 31, 2016 between January 1, 2017 and January 31, 2017, dates inclusive.

IN WITNESS WHEREOF the Board has caused this Agreement to be executed by its Chair, and the Association has caused the same to be executed by its President.

DATED at West Grey, Ontario this 19th day of December, 2016.

SIGNED, SEALED AND DELIVERED)

) WEST GREY POLICE SERVICES BOARD

) 

) Kevin Eccles, Chair

) WEST GREY POLICE ASSOCIATION

) 

) Mark McComb, President

LETTER OF UNDERSTANDING: CADET LOAN AGREEMENT

BETWEEN

THE WEST GREY POLICE SERVICES BOARD
(the "Board")

AND

(**NAME OF CADET**)
(insert Surname)

The Parties hereto agree that the West Grey Police Services Board will provide an interest free loan to (Surname) who has been approved by the Board to register to attend Basic Recruit Training at the Ontario Police College. The amount of the loan will reflect the actual tuition charged by the Ontario Police College which is presently Eighty-Five Hundred Dollars (\$8,500.)

The loan amount will be repayable in equal installments and deducted per pay period, from the remuneration payable to (Surname), over a two year period.

In the case where the Cadet is terminated or leaves the employment of the West Grey Police Service before the end of the two year period, any outstanding balance will become due and payable immediately. Furthermore, any outstanding wages, vacation pay, or other monies owing at the time may be withheld to the extent required to cover the balance.

(Surname) agrees to repay the loan amount in full, immediately, if (Surname) fails to successfully complete the Basic Recruit Training.

Chair, West Grey Police Services Board

Date

Cadet, West Grey Police Services

Date

WEST GREY POLICE SERVICES BOARD

WEST GREY POLICE ASSOCIATION

Kevin Eccles, Chair

Mark McComb, President

LETTER OF UNDERSTANDING: AMALGAMATION OR DISBANDMENT

BETWEEN

THE WEST GREY POLICE SERVICES BOARD

(the "Board")

AND

THE WEST GREY POLICE ASSOCIATION

(the "Association")

If during the term of this agreement Council of the Municipality of West Grey resolves to amalgamate or disband the West Grey Police Service, the parties will negotiate the terms of a severance package for affected members, if applicable, and other transition issues relative to entitlements under this Agreement to which the members may be entitled.

Using a total compensation approach, the parties agree that the issues to be negotiated include, but are not limited to:

- (a) Issues, if any, related to the transfers of pensions;
- (b) Severance arrangement for members not offered employment by the Ontario Provincial Police (O.P.P.) or the amalgamated police service;
- (c) Provisions dealing with members who are absent from duty by virtue of illness or injury;
- (d) Provisions dealing with continuation of existing rights of retired members; and
- (e) Compensation for loss of pensionable service, if any, under the O.P.P. Pension Plan.

In the event the parties are unable to reach an agreement, either may refer outstanding issues to arbitration in accordance with Section 40 of the *Police Services Act*.

WEST GREY POLICE SERVICES BOARD

WEST GREY POLICE ASSOCIATION

Kevin Eccles, Chair

Mark McComb, President

LETTER OF UNDERSTANDING: EMPLOYEE ASSISTANCE PROGRAM

BETWEEN

THE WEST GREY POLICE SERVICES BOARD

(the "Board")

AND

THE WEST GREY POLICE ASSOCIATION

(the "Association")

Within six months after the date this contract is awarded the Employer will implement a recognized Employee Assistance Program for all members in consultation with the Association.

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LETTER OF UNDERSTANDING: VACATION CARRY-OVER

BETWEEN

THE WEST GREY POLICE SERVICES BOARD

(the "Board")

AND

THE WEST GREY POLICE ASSOCIATION

(the "Association")

WHEREAS the parties to the current Working Agreement have negotiated between them where the historical practice of carrying-over members' unused Annual Vacation is concerned;

WHEREAS Articles 6.02 and 34.01 of the Working Agreement address Annual Vacation and Letters of Understanding;

AND WHEREAS the parties wish to incorporate and memorialize their concluded agreement respecting vacation carry-over by Letter as permitted by the Working Agreement;

NOW WITNESS that the Parties agree as follows:

1. Members of the West Grey Police Service may carry over into the next calendar year any unused Annual Vacation hours not exceeding one hundred and sixty (160) hours in total which shall, on the 1st of January each year, be added to the Member's annual entitlement to vacation with pay for use in accordance with Article 6.02.
2. Any Member whose unused Annual Vacation hours exceed 160 hours on the 1st of January shall forfeit the excess hours and which shall not be paid or taken off.
3. The Parties expressly agree that this Agreement does not derogate from, affect, or limit any Member's entitlement in Article 8.02 (Overtime carry-over), Article 12.04 (Vacation accumulation while absent) or Article 15.04 (Vacation accumulation while on maternity/parental leave). Any hours accumulated under those Articles shall be recorded by the Board separately from Annual Vacation and reduced in accordance with the other provisions of the Working Agreement.
4. This Agreement shall remain in effect during the term of the Working Agreement until one or both parties withdraw by notice in writing to the receiving party, given 30 days in advance, and either party may resort to arbitration for determination of any difference as contemplated by the Working Agreement and the *Police Services Act*.

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