

2015-17

Working Agreement

BETWEEN

**The North Huron Police
Services Board**

AND

**Wingham Police
Association**

Introduction:

This agreement made this 20th day of March, 2015

Between:

The North Huron Police Services Board
(hereinafter called "the Board")

and

The Wingham Police Association
(hereinafter called "the Association")

Witnesseth That:

Pursuant to the provisions of the Police Services Act (Revised Statutes of Ontario, 1990, Chapter 10) and amendments thereto,

And in consideration of the mutual agreement and understandings herein,

The parties hereto covenant and agree as follows:

Article 1 Interpretation

1.1 Except where a contrary intention appears, in this Agreement:

(a) "Chief" means the Chief of Police or Chief Constable, from time to time, of the Service;

(b) "Service" means Police Service;

(c) "Member" means any person in the Association as prescribed in Article 2;

(d) "Seniority" means the total length of service of a member with the Service from their last day of hiring, including any period of leave of absence, extended sick leave or prolonged disability unless otherwise specified in this agreement.

(e) "Vacancy" means any unoccupied position in the Service above the rank of First Class Constable.

1.2 In this Agreement, words importing male persons include female persons, words importing female persons include male persons, words in the singular include the plural, and words in the plural include the singular, as the context requires.

Article 2 Recognition and Scope

2.1 The Board recognizes the Association as the exclusive bargaining agent for all members of the service save and except the Chief, any Deputy Chief of Police, and those members of the Service covered by a separate agreement between the Board and an association composed only of senior officers of the Service pursuant to section 118 of the Police Services Act.

Article 3 Management Rights

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

(i) Maintain order, discipline and efficiency;

(ii) Hire, discharge, direct, classify, transfer, promote, demote, or suspend, or otherwise discipline any member.

(b) The Board agrees that no member will be dealt with adversely without just cause, and that it will exercise the functions outlined in paragraph (a) in a fair and reasonable manner and without discrimination, consistent with this Agreement, the Police Services Act and the Regulations made thereunder by the Lieutenant Governor in Council, the Ontario Human Rights Code, Workplace and Insurance Act, 1997 and Employment Standards Act, 2000, as applicable.

(c) If a member claims that the Board has exercised any of the functions outlined in paragraph (a) 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 dispute resolution procedure set out in the Police Services Act, or dealt with under the procedures within the exclusive jurisdiction of the Ontario Civilian Commission on Police Services as prescribed in the Police Services Act, as the case may be.

Article 4 Association Rights/Association Membership

4.1(a) As a condition of employment, every member shall become a member of the Association within 30 days after the signing of this Agreement, and shall remain a member in good standing.

(b) As a condition of employment, every new member shall become a member of the Association in good standing within 30 days of joining the Service, and shall remain a member in good standing.

4.2 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 in the Association, or as a representative of the Association acting on behalf of a member.

4.3 On a hearing of a complaint by a board of arbitration that there has been a contravention of Article 4.2, the board of arbitration has the powers of the Labour Relations Board provided in subsection 96(4) of the Labour Relations Act, 2095.

4.4 At an arbitration hearing of a complaint that Article 4.2 has been breached, the burden of proof that the Board or its representatives did not act contrary to Article 4.2 lies upon the Board.

4.5 The Board agrees that they will not exert any influence on the members of the bargaining unit, directly or indirectly in connection with or relative to any matter, which is being negotiated by the Association of the Negotiating Committee.

4.6 The Board agrees that the President of the Wingham Police Association or his designate be granted time off from duty, (eleven (11) days per year), without loss of pay or sick time, or without loss of any benefits whatsoever, to attend Regional or Provincial Police Association meetings whenever they are held. This time off to be granted by the Chief of Police with at least forty-eight (48) hours notice to be given to the Chief as to the member requiring time off.

4.7 The Board agrees that the Corporation of the Township of North Huron will pay expenses for the President of the Police Association or his designate to attend the Annual Convention of the Police Association of Ontario each year. Reimbursement for registration, hotel fees, to be made following submission of receipts of same to Township Clerk-Administrator (maximum allowable expenditure \$550.00 per year).

4.8 The Board agrees to notify the Executive Officers of the Association at least forty-eight (48) hours in advance of any meeting or proposed meeting in connection with or relative to this agreement, any grievance procedure or any matter in which the parties have an interest.

4.9 The Board and the Association agree that, should it be necessary to refer any or all matters in dispute to arbitration, no person shall be appointed as an arbitrator who directly or indirectly has been a party to or involved in an attempt to negotiate or settle a dispute, unless such appointment is by mutual consent.

4.10 The Board and the Association agree that in the event of arbitration, each party will assist the other to ensure that witnesses will be present and every reasonable effort will be made to facilitate and ensure their attendance.

Article 5 No Discrimination

5.1 There shall be no discrimination practiced by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or handicap, as defined in section 10(l) of the Ontario Human Rights Code (OHRC).

Article 6 Harassment

6.1 All members have a right to freedom from harassment or discrimination in the workplace because of sex, race, ancestry, place of origin, colour, ethnic origin, citizenship, sexual orientation, age, marital status, family status or handicap, by the member's employer or agent of the employer or by another employee.

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

6.2 Every member has a right to be free from,

(a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the employee where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or

(b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the member.

Article 7 Arbitrators Remedial Powers/No Discrimination/Harassment

7.1 In the event a Board of Arbitration determines that there has been a breach of Article 5 or 6, the Arbitration Board shall have all of the remedial jurisdiction available to a Human Rights Tribunal under the Ontario Human Rights Code.

Article 8 Salaries

8.1 The Board shall pay each member the salary set out in Schedule "A" annexed hereto and forming part of this Agreement.

8.2 The Board shall provide each member together with a pay cheque or direct deposit, an itemized statement of the salary, overtime and other supplementary pay and deductions.

8.3 The Board shall pay each member not later than 0700 hours on payday.

8.4 The Board shall not make any deductions from a member's salary unless authorized by statute, court order, arbitration, the member, or this Agreement.

8.5 Except as authorized or permitted by federal or provincial statute the Board shall not claim set-off against the salary of any member, make a claim against such salary for liquidated or unliquidated damages or retain, cause to be returned to itself, or accept, directly or indirectly, any salary payable to a member.

8.6 Where a member is assigned, in accordance with this Agreement, to a lower paying job, the rate shall not be reduced.

Article 9 Hours of Work

9.1 Association uniformed members shall work a yearly schedule of 2,080 hours. Subject to the exigencies of the Service, the shift schedule for Members of the Association will be agreed upon by the Association and the Police Chief. It shall best reflect the services to the public, the protection of life and property, along with the health and welfare of the Members of the Association and the proper deployment of personnel. By consent of Police Chief and Association President a change in scheduling can be implemented with the aforementioned goals in mind but should not have an adverse effect on Articles 9.2 and 9.3.

9.2 Days off shall, insofar as reasonable and practical, be consecutive and there shall be a minimum of one (1) weekend off granted to each Officer per month.

9.3 Shift schedules shall be posted a minimum of thirty 30 days prior to implementation. Schedules shall be comprised of at least a twenty-eight (28) day rotation

9.4 Upon posting, a Member's work schedule may not be changed without the Members approval subject to the exigencies of the Service. Any changes to the schedule shall be provided to the Member in writing or by e-mail. Nothing however prevents a Member from having their regular posted shift changed for the convenience of either the Member or Service upon mutual agreement of the Member and the Chief of Police.

9.5 Switching shifts between members are subject to the exigencies of the Service and are subject to the approval of the Chief of Police or his designate. At no time shall switching shifts between and for the convenience of Members result in overtime to the Service.

9.6 (a) A member shall be assigned a paid, one (1) hour lunch period at a place of the members choice.

(b) A member may take a lunch period outside of the police building provided the member is in constant communication with dispatch during that period.

9.7(a) A member shall be given a minimum of forty-eight (48) hours personal notice preceding any change in a tour of duty.

(b) In the event that a member's tour is changed contrary to these provisions and the member works such tour, the member shall receive overtime premiums for those hours, which are outside the member's scheduled tour.

Article 10 Overtime and Lieu Time

10.1 Overtime shall be deemed to be any time a member is required to work before or after the normal tour of duty, provided the time worked is continuous to or beyond the normal tour of duty.

10.2 The overtime a member works, provided it is of at least thirty (30) minutes duration, shall be credited to the member for the total overtime so worked including the first thirty (30) minutes and shall be calculated at the rate of one and one-half (1 1/2) times the hourly rate.

10.3 When a member completes a period of overtime as hereinbefore defined, the member shall indicate to the member's superior officer whether the member elects to be paid for such overtime or to take time off in lieu thereof. The election shall be recorded accordingly in the log provided by the Chief.

10.4 Periods of overtime which a member has elected to take as lieu time off shall be allowed to accumulate at the rate of one and one half (1 1/2) hours for every overtime hour worked and may be taken as time off by the member either as part of a day or as a whole day or days, when requested by the member, subject to mutual agreement between the member and the Chief of Police.

10.5 The Board and the Association agree that when an Officer is called in for police service while he is on his rest days or off-duty, he shall be entitled to be paid a minimum of four (4) hours overtime for the first four hours or part thereof he may work of the call out. Any subsequent call outs or any hours over the minimum four hours referred to above will be paid at an overtime rate of one time and one-half on an hour for hour basis until his tour of duty is concluded.

10.6 Payment of overtime shall be made on the last pay of each month following the previous month (e.g. April overtime paid in May).

Article 11 Stand By/On-Call

11.1 The Board agrees that members of the Wingham Police Department shall receive one (1) day off or a credit of eight (8) hours for every twenty (20) hours an Officer is required to be on stand-by and on-call duty.

11.2 The Board and the Association agree that payment, for stand-by for each Officer shall be time off equal to his accumulative stand-by time in which time off must be at the discretion of the Chief of Police.

11.3 Each and all members of the Wingham Police Department shall insure that their current telephone number is available to all member of the Police Service, Police Dispatch and Police Governing Authorities.

11.4 That the Board agrees that a Member shall be paid, for all accumulative stand-by time in the event that the Wingham Police Department be disbanded, at a straight hourly rate calculated according to the members current salary.

11.5 That the Board agrees that a Member, when requested, shall be paid, up to and not exceeding eight (8) hours of stand-by time per month at a straight hourly rate calculated according to the members current salary. Period of stand-by time for which a member elects to be paid shall be paid to the member during the following calendar month. The hours paid out are to be deducted from the member's accumulative stand-by time according to what was paid out.

Article 12 Court Time

12.1 For the purpose of this section:

"Court" shall be defined as any judicial or quasi judicial proceeding, inquiry, tribunal or hearing established under a federal, provincial or municipal statute.

"Sitting of the Court" shall be any; Morning sitting, Afternoon sitting, Evening sitting where a member is directed to appear or is subpoenaed for the purpose of giving evidence and shall include any time prior to or directly after the sitting during which the member is required to complete duties in relation to the member's attendance.

"Annual Vacation" shall be the member's annual, vacation including regularly scheduled days off directly before, during or after the vacation.

12.2 A member who is required to attend a sitting of the court, during days off, annual vacation, or during time off in lieu of statutory holidays or overtime, shall be paid the greater of:

(a) one and one-half (1 ½) times the hourly rate of pay for each hour or part thereof; or

(b) four (4) hours calculated at one and one-half (1 ½) time.

12.3 A member who is required to attend court during an annual vacation shall be granted, in addition to the provisions of Article 12.2, two (2) days off for each day or part thereof spent in court. Days off granted under this provision shall be taken at the member's discretion subject to the requirements of the service.

12.4 The Service shall endeavour, where practicable, to give a member forty eight (48) hour's notice prior to that member being required to attend or not to attend Court.

Article 13 Out-of-Town Assignments

13.1 Where a member is required to carry out an assignment outside of the Municipality of North Huron the member shall be paid:

(a) in accordance with the Salary, Hours of Work, Overtime and Court Time provisions of this agreement for the time the member is actually performing the duties of such assignment.

(b) \$10.00 for breakfast when the tour of duty commences in another municipality.

(c) \$14.00 for lunch when the member is away from the Municipality of North Huron from 1200 hours to 1300 hours.

(d) \$20.00 for dinner when the member is away from the Municipality of North Huron from 1600 hours to 1800 hours.

(e) \$00.52 per kilometre for each kilometre travelled or at a minimum rate of Ten (\$10.00) Dollars, whichever is greater, if the member agrees, pursuant to Article 13.2, to use and does use the member's own vehicle.

13.2 Subject to this Article, the mode of travel shall be determined by the Chief or the Chief's representative. A member shall not be required to use the member's own vehicle without the member's consent. If an Officer uses his own car on Departmental business, the Officer shall provide if requested by Board evidence of public liability and property damage insurance with a minimum of One Million (\$1,000,000) Dollar liability.

Article 14 Service Pay

14.1 A member shall be paid the following in addition to the member's base salary as per Schedule "A" of this agreement.

14.2 A "Senior Constable" shall be defined as a first class constable with a minimum of ten (10) years police experience.

14.3 A "Senior Constable" as defined in this Article shall receive a salary of 102% of a first class constable's salary as set out in Schedule "A" of this agreement.

14.4 Each member of the Force qualified by the service requirement shall receive in appreciation of long service, the following service pay annually after:

Years of Service	Amount
5 years	\$500.00
10 years	\$1000.00
15 years	\$1500.00
20 years	\$2000.00
25 years	\$2500.00
30 years	\$3000.00

14.5 Each member shall receive his service pay in one (1) instalment on the last pay of November of the year of his entitlement and in succeeding years at the rates heretofore listed.

14.6 In the event that a member leaves the service prior to the normal payment of service pay, he shall be paid on a prorated basis for the portion of the year served.

14.7 In the event of a member's death, the Board shall pay to the estate of the member, the service pay entitlement for that year.

14.8 The Board agrees that all Officers be allowed service pay for each Five (5) years of service provided the service was with any Municipal Police Force in Canada, Mounted Police or any military service with the Canadian Armed Forces.

14.10 The Board agrees that any Officer who voluntarily qualifies for the Ontario Police Fitness Award in any year, shall receive an additional bonus equal to the service pay for that year.

14.11 An annual fitness program for all members of the Wingham Police Department shall be maintained by the Police Services Board.

Article 15 Plainclothes Clothing Reimbursement/Allowance

15.1 Each uniformed member, shall be reimbursed by the Board for expenses incurred in the purchase of plainclothes supply, upon presentation of the necessary receipts and upon approval of the expenses by the Chief of Police. Such reimbursement shall be in an amount not to exceed \$300.00 for the duration of this contract (2015-2017) and shall revert back to \$300.00 annually at the end of the contract. Reimbursement may be made semi-annually.

Article 16 Clothing and Equipment

16.1 The Board shall supply each member of the Wingham Police Department with clothing and equipment on commencement of employment and replacement of clothing and equipment as required.

16.2 The Board may pay for repairs or replacement of all police uniforms and equipment damaged by an Officer while carrying out his duties.

Article 17 Two Officer Patrols and Escorts

17.1 Whenever a prisoner who is to be escorted and who is assessed by the Chief of Police or in his absence his designate as high risk of violence or escape, the escort shall be comprised of two (2) fully trained and armed police officers.

Article 18 Police College Attendance and Approved Police Related Course

18.1 An Officer of the Force attending Police College with the approval of the Board shall receive time off for such attendance with full pay and other benefits and without any deduction from annual vacations.

18.2 The Board agrees that any member of the Force who attends a police course to further his police training shall have all his books, tuition and equipment paid for by the Board upon the successful completion of the approved courses with the exception of new recruits.

18.3 Each member while attending a police course, shall receive fifty (\$50.00) dollars, plus mileage, per week, for expenses in addition to his normal salary with exception of new recruits.

Article 19 Legal Indemnification

19.1 The Board shall indemnify a member or former member of the police service for reasonable legal costs incurred as a result of events that occurred while a member,

(a) in the defense of a civil action,

(b) in the defense of a criminal prosecution, excluding a criminal prosecution in which the member is found guilty of a criminal offence,

(c) in the defense of a statutory prosecution,

(d) in respect of any other proceeding in which the member's manner of execution of the duties of employment is or may be in issue. Without limiting the generality of "any other proceeding", 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*, a public inquiry under the *Public Inquiries Act*, and any proceeding that may arise as a result of the assignment of the member to duties outside Ontario, whether the proceeding occurs in Ontario or outside Ontario.

(e) during a SIU investigation.

(f) in respect of an arbitration proceeding in accordance with Section 40 of the *Police Services Act*.

(g) in respect of a proceeding in accordance with Subsection 47(2) and (4) of the *Police Services Act*.

19.2 A member shall not be indemnified under this Article for legal costs arising from:

(a) A grievance or complaint under the Collective Agreement between the Board and the Association,

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

19.3 The Board shall provide funds to a member who is eligible for legal indemnification under this Agreement for a retainer and for interim payment of legal costs as reasonably requested by the member's counsel, upon application by the member, which application may be made on the following basis:

(a) It appears that the member is entitled to indemnification of the costs for legal counsel arising under this Agreement, and in the case of a criminal charge where the actions of the member in connection with the criminal charge appear to be consistent with the attempted performance of their duties as a Police Officer,

(b) The funds applied for do not exceed the greater of \$6,000.00 or fifty (50) percent of reasonable legal costs, and in the event of a dispute, shall be determined by the Board's solicitor. If the interim legal costs increase over time, the member may apply for additional funds within the terms of this Article,

(c) The member shall undertake to indemnify the Board for such funds if the member is not entitled to indemnification in accordance with this Agreement.

19.4 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 an action in the following circumstances only:

(a) Where the Board is not joined in the action as a party pursuant to Section 50(1) of the *Police Services Act* and the Board does not 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.

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

19.6 For the purpose of legal indemnification under this Agreement, the reasonable legal costs incurred by a member shall be deemed to have been incurred by the member.

19.7 In the event the member is a party to proceedings outside Ontario for which the member is entitled to legal indemnification, the member shall also be entitled to be paid all reasonable out of pocket expenses associated with the proceedings, and the members' participation in the proceedings, including travel, accommodation, and meal expenses.

Article 20 SIU - Legal Counsel

20.1 In addition to the provisions of Article 19, 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 during the investigative period, for the purpose of providing legal advice and guidance to the member or members involved that have been named as a subject officer(s).

Article 21 Vacations

21.1 The Board and Association agree that the following vacation schedule be followed for members of the Wingham Police Department:

- (a) An Officer employed for less than one (1) year shall receive one (1) day per month vacation with a maximum of ten (10) working days.
- (b) After completion of one (1) year of service with The Force, Police Officers shall receive ten (10) days annual vacation with pay.
- (c) After completion of three (3) years of service, Officers shall receive fifteen (15) days annual vacation with pay.
- (d) After completion of eight (8) years of service, Officers shall receive twenty (20) days annual vacation with pay.
- (e) After completion of fourteen (14) years of service, Officers shall receive twenty-five (25) days annual vacation with pay.
- (f) After completion of twenty (20) years of service, Officers shall receive thirty (30) days annual vacation with pay.
- (g) All vacations must be approved by the Chief of Police.

21.2 The weeks of annual vacation shall be given consecutively up to three (3) weeks if the Officer so desires and may be taken at any time of the year. Consecutive holidays over three (3) weeks shall be taken at the Chief of Police's discretion.

21.3 The Board and the Association agree that where in any year a member dies prior to receiving annual vacation in that year, there shall be paid to his estate, an amount equal to the salary that would have been paid to him on account of normal vacation.

21.4 Vacations shall be taken annually by members, selected in order or seniority based on the total length of service with the Wingham Police Department.

21.5 The Board and Association agree that any Officer of the Wingham Police Department be granted one (1) extra day of annual leave with pay for each week of annual vacation which the Officer takes between September 1st of one year to May 31st of the next year.

21.6 The Board and Association agree that any Officer who is hospitalized or confined to his residence as a result of a job-related injury at the time of commencement of his scheduled annual leave, shall have his annual leave rescheduled to date which shall be satisfactory to the Officer.

21.7 The Board and Association agree that all Officers of the Wingham Police Department who have accredited service with any Municipal Police Force in Canada, Ontario Provincial Police, Royal Canadian Mounted Police or any Military Service with the Canadian Armed Forces, shall be credited with years of service and it shall be applied toward holiday entitlement.

21.8 When a member has been unable to use his earned vacation within each year and it results in a carry over to the next year, the Board shall allow that member up to a maximum of ten (10) days to be carried forward into the next year and any excess of accumulated days shall be paid out.

Article 22 Statutory Holidays

22.1 The Board and Association agree that all members of the Force shall receive credit for twelve (12) Statutory Holidays annually, namely New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, Family day, plus one Floater Holiday (use at any time) and other proclaimed days set forth by Government

22.2 For the purpose of this section, each member who is entitled to Statutory Holidays shall be credited with one-hundred four (104) hours straight pay, or time off.

22.3 The Board and Association agree that payment for Statutory Holidays may be in money provided that each Officer may, in lieu of money, have time off equal to his accumulated Statutory Holiday time, in which event such time off must be at the discretion and convenience of the Chief of Police.

22.4 The Board and Association agree that each Officer at his discretion may elect to use a portion of his Statutory Holidays by using time off and receive payments of money for the remaining unused Statutory Holidays.

22.5 The Board and Association agree that payment for the Statutory Holidays will be on the last pay of November of each year unless the Officer has elected to take time off in lieu of receiving payments.

22.6 The Board and Association agree that any Officer working on a Statutory Holidays as listed in Article 22.1, or any other proclaimed day as set forth by Government shall be compensated at an overtime rate of time and one half (1 1/2) of regular salary, for each Statutory Holiday worked by an Officer.

22.7 The Board and Association agree that in the event of an Officer's death, the Corporation of the Township of North Huron will pay the deceased Officer's beneficiary or estate, all or any of the remaining Statutory Holiday pay entitlement the Officer would have received.

Article 23 Sick Leave and Severance Payments

23.1 The Board and Association agree that each uniformed member shall be granted ten (10), eight (8) hour days (80 hours) sick leave, per annum commencing the first day of each year. In the event a member uses none of the annual sick leave, the member will be paid the 80 hours as a bonus.

In the event a member takes sick leave during the calendar year, at the end of the year, the member shall receive as a bonus half (1/2) of the unused amount. Days off due to injuries received while on duty will not be deducted.

23.2 The Board and Association agree that in the event of an Officer's death, the Corporation of the Township of North Huron will pay to his beneficiary or estate of the deceased Officer a cash payment, which equals the total number of hours in the Officer's annual sick leave bank.

23.3 Any absence of three (3) consecutive working days which are to be charged as sick leave, must be supported by a certificate from a medical doctor stating that the employee is unable to perform his duties and to indicate the probable duration of the illness. Failure to produce the required certificate(s) within five (5) days of the date of the disability will result in the uncertified days being charged as leave without pay. All said certificates costing the member shall be reimbursed by the Board.

Article 24 Short Term Disability

24.1 Members of the Police Association shall be covered by Short Term Weekly Indemnity Program currently in force for all other employees of the Township of North Huron with the only change being a coverage period of twenty-six (26) weeks.

24.2 The Board shall pay One Hundred Percent (100%) of a Short Term Disability Plan for all members of the Wingham Police Department. Said coverage will be Seventy-five percent (75%)

Article 25 Long Term Disability

25.1 The Board and the Association agree that all members of the Association will be covered under a Long Term Disability Plan currently in effect for all the members of the Township of North Huron with the only change being a waiting period of twenty-six (26) weeks prior to the commencement of the Plan.

25.2 The Board shall pay One Hundred Percent (100%) of the Long Term Disability Premiums for all members of the Wingham Police Department.

25.3 It is further agreed that the retiring member must give the Chief of Police a minimum of two (2) weeks written notice, prior to the Officer's last physical working day of his intention to enter into the retirement plan specified in Article 29.3 However, if an Officer is required to resign or retire due to a mental or physical disability, pursuant to Article 29.4 the Officer may give six (6) months written notice of his intention to enter into the retirement plan without "physically working".

Article 26 Workplace Safety and Insurance Board Benefits

26.1 A member who is absent from duties as a result of illness or injury occasioned by or as a result of those duties shall:

- (a) continue to receive the member's regular salary until the member begins to receive W.S.I.B. income replacement benefits or such benefits are payable, and thereafter shall continue to receive one hundred (100) per cent of net salary (i.e., gross income less income 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,
- (b) continue to receive full coverage of this collective agreement, and the Board shall continue all benefit and pension contributions as if the member were not absent,
- (c) 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.

Article 27 Compassionate/Bereavement/Parental Leave

27.1 (a) A member shall be allowed leave of absence of three (3) working days with pay and without loss of seniority and benefits as follows: upon the death of a parent, spouse, common law spouse or same sex partner, son or daughter, fiancée, sibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent including of spouse or common law spouse, grandchild, son-in-law, daughter-in-law, a person standing in loco parentis, any relative living in the same household, or any other relative for whom the member is required to administer bereavement responsibilities.

(b) A member shall be allowed leave of absence of one (1) working days with pay and without loss of seniority and benefits as follows: upon the death of an Aunt or Uncle, or to fulfill the role of pallbearer.

(c) For the purpose of this section a member who is a step-parent, step-child, or step-sibling of the deceased shall be allowed the leave specified.

(d) In the event the death of a person referred to in Clause (a), (b) or (c) occurs during a member's annual vacation, the member shall be entitled to three (3) calendar days or one (1) calendar day of additional vacation as the case may be.

(d) Should a member require additional compassionate/bereavement leave, such leave shall not be unreasonably withheld.

(e) A member shall be allowed leave of absence of seven (7) working days (1 week) with pay and without loss of seniority upon the birth or adoption of the member's child.

Article 28 Benefits

Medical Insurance and Hospitalization Plans

28.1 The Board shall pay for all members of the Wingham Police Department One Hundred Percent (100%) of the premiums for Employer Health Tax or replacement plan.

Life Insurance

28.2 The Board shall pay One Hundred Percent of the premium for Two Hundred Thousand (\$200,000) Dollar Life Insurance Policy for all members of the Wingham Police Department excluding Special Constables and Secretary.

Accidental Death and Dismemberment

28.3 The Board shall pay One Hundred Percent (100%) of the premium for a two Hundred Thousand (200,000) Dollar Accidental Death and Dismemberment Policy for all members of the Wingham Police Department, excluding Special Constables and Secretary.

Dependents Group Insurance

28.4 The Board shall pay One Hundred Percent (100%) of a dependent's group life insurance policy for all members of the Wingham Police Department, Amounts shall be - Spouse \$10,000., - Child \$5,000., excluding Special Constables and Secretary.

28.5 The Board shall pay One Hundred Percent (100%) of an extended Health Care Plan for all members of the Wingham Police Department, and said plan shall include semi-private hospital accommodation and a drug plan, and shall be on a family plan basis were applicable.

28.6 The Board shall pay One Hundred Percent (100%) of a Basic Dental Plan for all members of the Wingham Police Department.

28.7 The Board agrees to notify the Association, in writing, of any change in carrier of the benefit plan and that the coverage will be at least equal to or better than the previous carrier.

28.8 The Board shall provide vision care including eye examinations, eye glasses and contacts, to a maximum of \$300.00 in any twenty-four (24) month period for members and their dependents. A member may apply said benefit to the cost of laser eye surgery.

Article 29 Pensions

29.1 Canada Pension Plan

The Board shall pay Fifty Percent (50%) of the Canada Pension Plan contributions for all members of the Wingham Police Department.

29.2 O.M.E.R.S. Pension Plan

Each member shall contribute to the Ontario Municipal Employee's Retirement System such amounts as are specified on the Pension Tables of Contributions from commencement of his employment with the Wingham Police Department, and the Police Services Board shall contribute such specified amounts from the commencement of a member's employment with the Wingham Police Department.

29.3 The Board agrees that members of the Wingham Police Department shall be deemed to have a normal retirement age of sixty (60) years for the purpose of service in the O.M.E.R.S. Pension System.

29.4 The Board agrees that an early retirement benefits be provided to permit early retirement without actuarial reduction in benefits within ten (10) years prior to the member's normal retirement date, when:

- (a) the member is declared by the employer to be unable to perform the duties of his employment due to mental or physical incapacity (permanent or partial disability) or,
- (b) the member has completed 30 years of service with the employer, member.
- (c) that all past service costs be paid by employer,
- (d) that the contributions of the employee, be established in accordance with the O.M.E.R.S. Act and Regulations.

29.5 The Board agrees to maintain an O.M.E.R.S. Type I, Type III Early Retirement Pension Plan.

29.6 The Board shall pay One Hundred Percent (100%) of the post retirement benefit as identified in Article 28.5 and in Article 28.8, for all Officers who qualify to receive them namely Officers retiring from the Wingham Police Department under the terms of a full service formula as set out in the O.M.E.R.S plan in force at time of member retirement.

29.7 The Officer retiring shall receive post retirement benefits as identified in Article 29.6 to sixty-five (65) years of age at no cost to the retiring

29.8 The Association agrees that should the Officer who is retired, obtain work with a company that provides these benefits, he shall forfeit his post retirement coverage as outlined in this contract.

Article 30 Contracting Out of Bargaining Unit Work

30.1 Except to the extent and degree agreed upon by the parties, no work customarily performed or reasonably expected to be performed by a member covered by this Agreement shall be performed by a person who is not a member.

Article 31 Established Privileges

31.1 All rights, privileges, benefits, customs, practices and working conditions enjoyed by members prior to the execution of this Agreement, provided they are not in conflict with any of the other provisions of the Agreement, the Police Services Act or the Regulations made thereunder by the Lieutenant Governor in Council, shall be continued and no change therein shall be made unless agreed to by the parties.

Article 32 Grievance Procedure

32.1 When a member of the Force has any grievance or complaint, he shall forth with convey to his immediate superior in writing, all facts relative to the grievance or complaint. The member and the superior shall make every attempt to resolve the problem at this preliminary stage.

32.2 If the member of the Force and the superior fall to resolve the grievance or complaint to the satisfaction of the member, or if the supervisor fails to discuss, acknowledge or otherwise deal with the complaint or grievance, the member may involve the following procedure in an attempt to remedy the cause of his complaint or grievance. Notwithstanding the above option, the member shall have no right of procedure unless he has first attempted to resolve the difference by this preliminary procedure.

- (a) The member shall communicate his complaint by grievance in writing, to the official representative of the Association, setting down all matters pertinent to the dispute.
- (b) The Association shall investigate the grievance or complaint and if, in the judgement of the Association, the complaint or grievance is justified, shall present such complaint or grievance to the Chief Constable or his designee for consideration.
- (c) The Chief of Police shall hear or receive the complaint or grievance and within five (5) working days, communicate in writing, his decision relative to the grievance or complaint.
- (d) If dissatisfied with the ruling of the Chief of Police or his designee, or if the Chief Constable fails or refuses to deal with the complaint or grievance within the specified time, the Association may file with the Board, the grievance or complaint within fifteen (15) days of the date of the complaint, or grievance was submitted to the Chief Constable or his designee.
- (e) The Board shall investigate the complaint or grievance and/or cause an inquiry to be held between the person involved in the dispute, and shall within fifteen (15) days of receipt of the complaint, or grievance communicate in writing their decision in the matter.
- (f) If dissatisfied with the decision of the Board or if the Board fails to communicate, acknowledge or inquire into the complaint or grievance within the specified time, the Association may submit the matter of complaint or grievance to arbitration as provided for by the Police Act, R.S.O.
- (g) Any time limits specified in this procedure may be enlarged or extended by the consent of the parties then so engaged in the procedure.

Article 33 Disbandment

33.1 Should the Wingham Police Service be disbanded or reduced in size as a consequence of an agreement with the Ministry of the Solicitor General to have the Ontario Provincial Police assume the policing responsibilities for the municipality, each member of the Service whether or not offered employment with the Ontario Provincial Police, or whole employment is terminated as a consequence of an agreement with the Ministry of the Solicitor General to have the Ontario Provincial Police assume policing responsibilities shall be entitled to the following:

- a) two (2) weeks salary for every year of service with the Wingham Police Service or part thereof, but in any event no less than two (2) weeks salary and not exceeding the maximum of thirty-two (32) weeks salary (eight (8) months or 16 years of service);
- b) the full Hospital and Medical Benefit package under this Agreement at the date of termination, to continue for one (1) year from the date of termination, or until the member is re-employed and in receipt of such benefits from the member's new employment.

c) The Board agrees that when a member is offered and accepts employment with the O.P.P., the Board will pay all costs to ensure that the member shall continue to have the same pensionable service under the Public Service Pension Plan as the member enjoyed under the OMERS Pension Plan. Accordingly, the Board agrees that if a member is offered and accepts employment with the O.P.P., the Board will obtain a calculation from an accredited actuary as to the difference between the Public Servants Pension Plan as provided by the O.P.P. and the OMERS Pension Plan as previously provided to the member; and will pay that amount on behalf of the member to the Public Service Pension Plan to top up the pension accordingly.

d) The Board agrees that on the date of disbandment of the Service each member absent from duty by virtue of illness or injury, or an authorized absence, shall continue to be provided with all of the benefits of this Agreement, unless such benefits are otherwise provided by the Ontario Provincial Police from the date of disbandment. A member covered by this provision who has not been offered employment with the O.P.P. shall be entitled to all of the applicable severance benefits outlined within this Agreement in addition to any other benefits of this Agreement.

e) In the event that the Board receives permission to disband the Service and contracts policing to another police service, other than the Ontario Provincial Police, or amalgamates with another police service, the disbandment or amalgamation shall not occur unless all members of the Service are offered the same or higher rank or classification level without loss of seniority, and an equivalent or improved salary and benefits package as provided in this Agreement.

Article 34 Classifications – Rank Structures

34.1 The Board and the Association agree that any person hired by the Corporation of the Township of North Huron as a Fourth Class Constable, and who works for three (3) consecutive years with the Wingham Police Service and successfully graduates from the Ontario Police College with a seventy percent (70%) average or better, may be promoted to the rank of a First (1st) Class Constable.

34.2 However, should a Fourth Class Probationary Constable fail to obtain a passing mark of seventy percent (70%) from the Ontario Police College, he may be discharged from his employment at the discretion of the Chief of Police and the Police Services Board.

34.3 The rank for constable shall have the following graduations in descending seniority:

Senior Constable
First Class Constable
Second Class Constable
Third Class Constable
Fourth Class Constable

34.4 A Fourth Class Constable is eligible for reclassification as a Third Class Constable after one (1) year as a Fourth Class Constable upon the recommendation of the Chief of Police and approval by the Board.

34.5 A Third Class Constable may be eligible for reclassification as a Second Class Constable after one (1) year as a Third Class Constable upon the recommendation of the Chief of Police and approval by the Board.

34.6 A Second Class Constable may be eligible for reclassification as a First Class Constable after one (1) year as a Second Class Constable upon the recommendation of the Chief of Police and approval by the Board.

34.7 A Senior Constable after ten (10) years of service with the Wingham Police Service.

34.8 The Board and the Association agree that any Police Officer who is hired by the Corporation of the Township of North Huron with prior police experience and has successfully completed the course at the Ontario Police College, shall receive his promotions in rank as outlined in Article 34, Item 34.5 and Item 34.6.

34.9 Fourth Class Constable to serve a period of probation as identified in Police Act, Part 5 Subsection 44 (1) (2) (3)

34.10 Any persons hired as recruits by the Wingham Police Services Board shall be responsible for full costs of tuition fees for attending basic training at Police College.

Article 35 Copies of Agreement

35.1 Since it is important for the morale and efficiency of the Service that every member be familiar with the provisions of this Agreement and their rights, obligations and duties under it, the Board shall print the agreement and give a printed or an electronic copy to each member.

Article 36 Term of Agreement

36.1 The terms and conditions of this Agreement from Articles 1 through 36 shall remain in full force and effect from January 1, 2015 until December 31, 2017, and thereafter until replaced by a new agreement, decision, award or disbandment.

36.2 If either party to this agreement shall desire to amend or otherwise alter or revise any section, they shall so indicate to the other party in writing, not more than ninety (90) days, and not less than thirty (30) days previous to expiry date of the said agreement, their intention to amend, alter or revise the agreement.

This agreement shall inure and be binding upon not only the parties hereto agreed, but also their respective successors and assigns.


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

DATED THIS 20th day of March, 2015


~~NORTH HURON POLICE SERVICES BOARD~~



Chairman - Negotiating Committee

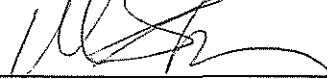


Vice-Chairman - Negotiating Committee



Secretary

WINGHAM POLICE ASSOCIATION



President

APPENDIX "A"
SALARIES

Salaries shall be calculated as a percentage of the salary of a 1st Class Police Constable as follows:

CLASSIFICATION	PERCENT
Sergeant	113%
Senior Constable	102%
1st Class Constable	100%
2nd Class Constable	80%
3rd Class Constable	70%
4th Class Constable	60%

(January 1, 2015 Salary at 2% Increase)

CLASSIFICATION	HOURLY	BIWEEKLY	YEARLY
Sergeant	\$46.28	\$3,702.01	\$96,252.22
Senior Constable	\$41.77	\$3,341.64	\$86,882.54
1st Class Constable	\$40.95	\$3,276.11	\$85,178.96
2nd Class Constable	\$32.76	\$2,620.89	\$68,143.17
3rd Class Constable	\$28.67	\$2,293.28	\$59,625.27
4th Class Constable	\$24.57	\$1,965.67	\$51,107.38

(January 1, 2016 Salary at 2.5% Increase)

CLASSIFICATION	HOURLY	BIWEEKLY	YEARLY
Sergeant	\$47.43	\$3,794.56	\$98,658.52
Senior Constable	\$42.81	\$3,425.18	\$89,054.60
1st Class Constable	\$41.98	\$3,358.02	\$87,308.43
2nd Class Constable	\$33.58	\$2,686.41	\$69,846.75
3rd Class Constable	\$29.38	\$2,350.61	\$61,115.90
4th Class Constable	\$25.19	\$2,014.81	\$52,385.06

(January 1, 2017 Salary at 3% Increase)

CLASSIFICATION	HOURLY	BIWEEKLY	YEARLY
Sergeant	\$48.85	\$3,908.40	\$101,618.28
Senior Constable	\$44.10	\$3,527.93	\$ 91,726.24
1st Class Constable	\$43.23	\$3,458.76	\$ 89,927.68
2nd Class Constable	\$34.59	\$2,767.01	\$ 71,942.15
3rd Class Constable	\$30.26	\$2,421.13	\$ 62,949.38
4th Class Constable	\$25.94	\$2,075.25	\$ 53,956.61