COLLECTIVE AGREEMENT

Between

THE ST.THOMAS POLICE SERVICES BOARD

And

THE ST.THOMAS POLICE ASSOCIATION

CIVILIAN AGREEMENT

Expiry Date: December 31, 2013
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THIS AGREEMENT is made and entered into this 25th day of April, 2012
BETWEEN:

THE POLICE SERVICES BOARD for the City of St. Thomas,
Hereinafter called “The Board”
And
THE ST.THOMAS POLICE ASSOCIATION (Civilian Employees),
Hereinafter called “The Association”
OF THE SECOND PART
DEFINITIONS:

1. "Police Services Act" when used in this Agreement means the Police Services Act, R.S.O. 1990, Chapter P.15 or any successor legislation.

2. "Board" means the Police Services Board of the City of St. Thomas.

3. "Chief" means the Chief of Police of the Police Service of the City of St. Thomas.

4. "Service" means the Police Service of the City of St. Thomas.

5. “Member” means a member as defined by the Police Services Act, other than a police officer, who is employed by the Service.

6. "Officer" means a police officer, as defined by the Police Services Act, who is employed by the Service.


8. "Base pay" means the officer's annual salary set out in Schedule "A" to this Agreement. Base pay does not include experiential pay, overtime, call back time, court time, paid holiday pay, taxable benefits or any other premium pay or special payments, fees or allowances.

9. “Regular pay” means the officer’s base pay plus experiential pay where applicable. Regular pay does not include overtime, call back time, court time, paid holiday pay, taxable benefits or any other premium pay or special payments, fees or allowances.

10. "Hourly rate" means the officer's regular pay, divided by 2080, as set out in Schedules "A" and "B" to this Agreement.

11. "Regular weekly earnings" are calculated by multiplying the officer’s hourly rate by his/her regularly scheduled weekly hours of work.

12. An "administrative work week" is composed of five eight-hour shifts scheduled between Monday and Friday, inclusive.

13. “On Call” duty means that the officer will remain available to report back to active duty within no more than one hour of being called to do so.

14. “Overtime/Court/Banked Time (OCB)” refers to banked paid hours which may be accumulated as an alternative to receiving overtime pay, court time allowances or call-back pay, and is subject to the provision of Article VII.
ARTICLE I – SCOPE

1.01 The Board hereby recognizes the Association as the sole collective bargaining agent for all members (full time, part time, casual) of the Police Service of the City of St. Thomas as described in the Police Services Act, save and except the Chief of Police, the Deputy Chief of Police and the members of the Senior Officers Association. Notwithstanding the above, the provisions of this article shall not apply to or prevent the utilization of staffing from employment agencies.

1.02 The parties agree that the terms and conditions of this Agreement apply to all members of the Service other than police officers, as defined by the Police Services Act.

ARTICLE II – RELATIONSHIP

2.01 a) The Association recognizes, that, subject to the provisions of the Police Services Act and the Regulations made there under 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 reasonable 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 there under by the Lieutenant Governor in Council, and the Ontario Human Rights Code.

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 arbitration procedure set out in the Police Services Act, or dealt with under the procedures within the exclusive jurisdiction of the Ontario Civilian Commission on Police Services as prescribed in the Police Services Act, as the case may be.
ARTICLE II – RELATIONSHIP

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

2.03 The Board agrees to deduct an amount equivalent to Association dues and other amounts duly authorized by the Association from the regular pay of each member and pay the sum so deducted to the Association monthly.

2.04 Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties so requires.

ARTICLE III – GRIEVANCE PROCEDURE

3.01
a) It is the intention of the parties that members’ complaints be addressed as quickly as possible and that the grievance procedure provided herein shall be followed.

b) It is understood that a member will bring any complaint to a Supervisor’s or Manager’s attention prior to filing a grievance to allow the Supervisor or Manager an opportunity to address the complaint.

c) Grievances must be presented in writing and must be presented within twenty (20) days following the event giving rise to the grievance or from the time the member reasonable should have been aware of the alleged grievance.

d) The member is entitled to be present at all steps in the grievance procedure.

e) Any time limits specified in this Article may be abridged or extended by the written consent of the parties.

3.02 The following procedure shall be followed when addressing and settling any grievance:

Step 1 A member shall present the grievance, either individually or with the assistance of the Association’s Grievance Committee to the Chief, who shall render his decision in writing (the “Step 1 Decision”) within seven (7) days of receiving the grievance.
Step 2  If the Chief fails to render the Step 1 Decision within the timeframe set out above or if the Step 1 Decision is not satisfactory to the members, the Grievance Committee shall file the grievance with the Secretary of the Board within fifteen (15) days of the expiry of the seven-day period following presentation of the grievance.

Step 3  The Board shall hold a meeting of a majority of its members and the Grievance Committee to discuss the grievance as soon as possible after its receipt by the Secretary and shall issue a written Decision (the “Step 3 Decision”) within fifteen (15) days of its receipt by the Board Secretary. Subject to Step 4, the Step 3 Decision shall be final and binding.

Step 4  If the Board fails to render the Step 3 Decision within the timeframe set out above or if the Step 3 Decision is not satisfactory to the Grievance Committee, the Association shall notify the Board of its intention to submit the grievance to arbitration, in which event the provisions of the Police Services Act regarding the determination of disputes and the procedure contained therein shall apply.

3.03 Saturdays, Sundays and paid holidays shall be excluded from any calculation of the number of days for the purposes of this Article.

ARTICLE IV – CLASSIFICATION AND SALARY SCHEDULE

4.01 Effective January 1, 2011 and up to and including December 31, 2013, classifications and salaries shall be as set out in Schedule “A” hereto.

4.02 The Board reserves the right to determine the number and use of members needed by the Board at any time and the right to use improved methods, machinery and equipment.

4.03 Police communicators, special constables, court case manager, system administrator and clerks who have been employed by the Board for more than ten (10) years shall be defined as “senior” members and will be remunerated at the rate of 103% of the top rate for their classification. For clarity, this provision does not apply to cadets.

4.04 When required, the Chief or his designate will assign a coach or trainer to provide instruction to a member to learn a new task. Coaches/trainers will be paid a stipend of $8.00 per shift in addition to their regular rate of pay.

4.05 Full time permanent Police Communicators and the four (4) full time clerks assigned to data entry/relief communications will receive an annual allowance of $500.00 to be paid on the 1st pay in December.
4.06 A member’s classification cannot be changed as outlined in Article 4.01 as per the *Employment Standards Act* during any period of absence due to illness or injury.

**ARTICLE V – SENIORITY, LAYOFF AND RECALL**

5.01 Seniority is defined as the length of continuous service with the Service and for the purpose of this article, shall be applied in determining the order of layoff and recall of members.

5.02
a) New members shall be on probation until they have been actively at work for a period of twelve (12) months (“the probationary period”).

b) The Board, in its sole discretion, may terminate the employment of a probationary member during the probationary period, with or without just cause. The termination shall not be open to review and the member shall have no recourse to the grievance and arbitration procedure with respect to the termination.

c) Probationary members shall have no seniority rights during the probationary period.

d) Upon successful completion of the probationary period, seniority shall date back to the day on which employment began.

5.03 A seniority list shall be prepared by the Board and a copy shall be sent to the Association prior to July 1st in each year.

5.04 Seniority rights shall cease and employment terminate in the following circumstances:

a) if a member resigns;
b) if a member is discharged under the Police Services Act and is not reinstated;
c) if a member retires;
d) If a member who is laid off does not report for work within fourteen (14) days of receiving notice of recall, except in the case of illness or injury which prevents the member from reporting to work.

5.05 Subject to its obligations under Section 40 of the Police Services Act, if the Board makes the decision to reduce the complement in any classification and the reduction cannot be achieved through attrition, it shall be achieved by a layoff of the necessary number of members in reverse order of seniority within the applicable classification. Subject to Article 5.04(d),
when a vacancy arises in the applicable classification, the members on layoff shall be recalled in order of seniority.

**5.06** The right of laid off members to the benefits of Article 11.01(a) shall continue for the first three (3) months of layoff.

**ARTICLE VI – HOURS OF WORK**

**6.01** Clerks, special constables, court officers and court case managers who are regularly scheduled for 8 hour shifts shall receive a 1 hour paid lunch period and two 15-minute paid breaks daily.

**6.02** Police communicators will be assigned to a patrol force platoon and shall work the hours of the platoon to which they are assigned, as follows:

a) “Day shifts” shall be, in the discretion of the Chief, 0700 to 1900 hours.

b) “Night shifts” shall, in the discretion of the Chief, 1900 to 0700 hours.

c) Members shall receive two paid 45-minute breaks per shift.

d) The normal schedule will be two day shifts, followed by two night shifts, followed by four days off duty, followed by two day shifts, and so on.

**6.03** Commencing January 1, 2010, members who are regularly scheduled to work shifts commencing after 1800 hours, including clerks assigned full time to a data entry schedule whose shifts commence at 1600 hours, will receive a shift premium of $200.00 per year, prorated for the period(s) of time during that calendar year in which they are regularly scheduled to work such shifts. The shift premium shall be paid on the first regular payday in December of each year.

**6.04** Cadets may be assigned to any shift in the discretion of the Chief with prior notification to the cadet.

**6.05** It is understood and agreed that alternative shifts may be utilized in the discretion of the Chief, with prior notification to the member.
ARTICLE VII – OVERTIME

7.01  Members working authorized overtime in excess of 20 minutes beyond their regular shift shall receive at their option, either:

   i.  Pay at the rate of 1.5 times their hourly rate for the hours worked;

   or

   ii. The equivalent time off (“OCB”) in lieu of overtime pay in accordance with Article 7.04 below.

7.02  Overtime pay earned to and including the Saturday prior to payday shall be calculated and paid each payday, except to the extent that the member elects to bank OCB as set out in Article 7.04.

7.03  Where a member is required to attend in any Court (as defined in Section 9.01) during a normal tour of duty and is unable to go off duty at the normal time, the additional time worked will be treated as overtime in accordance with Article 7.01 of this agreement.

7.04  Overtime/Court/Banked Time (“OCB”)

   a.  The banking of OCB must be requested in writing to the member’s supervisor by no later than the Monday before each payday.

   b.  OCB may be taken as time off for part of a day or for a whole day or days, subject to agreement between the member and the member’s supervisor.

   c.  Banked OCB may not exceed: in the case of members on 12 hours shifts – 36 hours at any given time; and in the case of other members, 40 hours at any given time.

ARTICLE VIII – CALL BACK TIME

8.01  

   a)  Any member who:

   i)  Has completed his regularly scheduled shift, has left his place of employment and is recalled to duty;
ii) Is called to duty on his days off; or

iii) Is scheduled to work and is called to duty prior to his scheduled start time;

Shall receive three (3) hours pay at a rate of 1.5 times his hourly rate for the first hour or any part thereof. For any time in excess of the first hour, a member shall receive payment at 1.5 times his hourly rate.

b) At the member’s option, he/she may elect to receive the equivalent OCB in lieu of call back pay in accordance with Article 7.04 above.

8.02 Call back pay earned to and including the Saturday prior to payday shall be calculated and paid each payday, except to the extent that the member elects to bank OCB as set out in Article 7.04.

8.03 Where a member is on approved annual leave and is required to return to work, he/she shall receive twice the amount provided in Article 8.01 and in addition, shall be given a compensating day off.

**ARTICLE IX – COURT TIME**

9.01 Any member who is otherwise off-duty but is required to attend in any Court or Inquest as a result of his/her services to the Service shall receive a court time allowance as follows:

a) For the first hour or any part thereof on the first day, a member shall receive three hours pay;

b) For any time in excess of the first hour of the first day, a member shall receive payment for each hour or part thereof at the rate of 1.5 times his/her hourly rate;

c) At the member’s option, he/she may elect to receive the equivalent OCB in accordance with Article 7.04.

d) If the member’s attendance in Court is due to being charged with a criminal act and he/she is found guilty of that criminal act or a reduced charge arising out of the same facts and circumstances, he/she shall not be entitled to any court time allowance as set out in this Article;

e) If the member is on vacation or paid holiday leave, he/she shall receive twice the amounts set out in paragraphs (a) and (b) above. In addition, the member shall receive a compensating day off
provided that he/she complies with established policy with respect
to the selection of annual leave;

f) If the member is on pregnancy/paternity leave, WI, LTD or WSIB
leave, he/she shall receive compensating paid time off to be taken
at the completion of his/her leave, equal to the amount of time
spent attending Court or an Inquest.

g) Court time allowances earned in a pay period, up to and including
the Saturday prior to payday, shall be paid each payday, except
where the member chooses to receive OCB as set out in Article
7.04.

h) All fees payable to a member for attendance in Court or Inquest
shall be immediately turned over or assigned to the Board;

i) The Chief shall be responsible for keeping and maintaining proper
records of attendances in Court and Inquests;

j) This Article has no application to proceedings related to grievances
or to proceedings under the Police Services Act.

ARTICLE X – COURSES

10.01
a) Members selected by the Chief to attend the Ontario Police College’s
Basic Constable Training course shall be personally responsible for all
related costs.

b) Members selected by the Chief to attend other courses at the Ontario or
Canadian Police Colleges will have their tuition, meals and lodgings paid
by the Board.

c) Members shall not be reimbursed for any costs for annual
in-service training.

10.02 Members assigned to attend a course elsewhere than at the
Ontario Police College will be entitled to reimbursement for travel
expenses for the use of their personal vehicle in accordance with
the policy of the City of St. Thomas. Members shall be eligible for
reimbursement for the cost of one (1) return visit for five week
courses and two (2) return visits for eight week courses.
10.03 Members shall be entitled to participate in the tuition reimbursement program set out in Article 16.03 of the Uniform Collective agreement on the understanding that the total aggregate amount to be paid by the Board for both officer and members covered by this Agreement shall not exceed $5,000.00 per year.

ARTICLE XI – GROUP BENEFITS AND SICK LEAVE

11.01

a) The Board shall arrange and pay 100% of the premiums for a group benefits program for full-time members providing the benefits set out in the Master Plan currently in effect or, upon written notice to the Association, a plan of at least equal coverage. Refer to Schedule “B” which is attached to and forms part of this Collective Agreement.

b) Members shall qualify for coverage under the group benefits program as follows:

i) Weekly indemnity ("WI") benefits – as of the first day of the month following the month in which employment commences;

ii) Long Term Disability ("LTD") benefits – as of the first day of the month following the month in which employment commences;

iii) All other group benefits – on the first day of the seventh month of continuous employment;

iv) A member who qualifies for a normal or unreduced early retirement benefit from OMERS shall be eligible for continuing group benefits other than WI and LTD coverage until the earlier of his/her 65th birthday or his/her death;

v) Group benefits under the Master Plan other than WI benefits shall be continued during the first 24 months a member is in receipt of LTD benefits and shall be discontinued thereafter.

c) Where a member has complied with all requirements to apply for WI benefits and payment from the insurance provider is delayed, the Board shall advance the estimated amount of the member’s WI benefit on the member’s regular payday. The member shall assign to the Board any benefits received for a period during which the Board has advanced such payment. If, for any reason, the
member’s claim for benefits is denied, the member shall reimburse the Board for all such payments in a timely manner.

d) Members shall also accrue nine (9) non-cumulative paid casual sick days (“casual sick days”) each year at the rate of .75 such days per completed month of active service.

e) At the end of each year, the member shall be paid the cash equivalent of 50% of any unused casual sick days. There shall be no carry-over of casual sick days from year to year.

f) A member shall be entitled to utilize vacation pay, paid holiday, and/or OCB to “top up” weekly indemnity benefits to 100% of his/her regular weekly earnings. The member shall provide the Board with written direction to do so prior to the submission of payroll in each pay period. Should a member at any time receive more than 100% of his/her regular weekly earnings, the overpayment shall be reimbursed to the Board immediately.

g) Members with accumulated sick leave credits which were frozen on implementation of the WI plan (“frozen sick leave credits”):

   i. Shall be entitled to utilize them at any time to cover absences due to illness or injury upon providing their supervisor with written notice that they wish to do so; and

   ii. Upon resignation after five (5) or more years of continuous service with the Board, or on retirement, or in the case of death while employed by the Board, the member (or his/her estate, if applicable) shall be paid the lesser of the cash equivalent of 50% of his/her frozen sick leave credits OR 130 days’ regular wages.

h) If the Board requires a member to provide a medical certificate for the purposes other than those related to WI, LTD, or WSIB benefits, or a return to work from a related leave, or to meet the requirements of the OMERS plan, the Board shall reimburse the member for any cost incurred to provide the medical certificate.

11.02 Employee Assistance Program

The Board will pay the annual membership fee to provide the Employee Assistance program for all members.
11.03 Extended Health or Dental Benefit Supplement After Age 65

Members who were full-time members as of January 1, 2002 who reach the age of 65 and who retire with an unreduced pension shall be eligible for a supplement of $130.00 per month towards the cost of an extended health and dental benefit plan. To receive the supplement, the member must supply proof of enrolment in such a plan annually, failing which the supplement will be discontinued. The supplement will be paid by direct deposit to the member’s bank account.

ARTICLE XII – LEAVES OF ABSENCE

12.01 Workplace Safety Insurance Board (“WSIB”)

a) So long as he/she is employed by the Board, a member receiving WSIB benefits shall be paid a “top up” amount by the Board such that he/she receives a total amount equivalent to his/her regular pay.

b) The “top up” amount referred to in paragraph (a) above shall not under any circumstances result in the member receiving an amount greater than his/her regular pay in any pay period. Any such overpayment shall be immediately returned to the Board.

12.02 Bereavement Leave

a) Provided a senior officer or shift supervisor is notified of a death in the member’s immediate family, a member who is absent from work as a result shall be entitled to compensation for working time lost from his/her regular schedule at his/her regular rate of pay for up to three (3) working days. Such leave may commence no earlier than the date of the death and must be completed by no later than the date of the funeral.

b) “Immediate family” shall include the member’s spouse, common-law spouse, same-sex spouse, parent, step-parent, sibling, step-sibling, child, step-child, ward, guardian, grandparent or grandchild.

c) Upon application, the Chief may, at his discretion, grant an additional period of up to two days leave with pay.

d) The provisions of this article shall not apply where a member is already off duty on regular weekly leave, annual leave or paid holidays.
e) Upon application, the Chief may grant up to three (3) days with pay to attend the funeral of a brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, or daughter-in-law.

12.03 Personal Leave

Members may apply to the Chief for an unpaid personal leave of absence which will be granted or denied in the discretion of the Chief. Such leave will not be granted for the purpose of the member’s acceptance of alternative employment.

12.04 Pregnancy/Parental Leave

a) The Board shall grant pregnancy/parental leave on the same terms and conditions as set out in the Employment Standards Act, 2000 or any successor legislation on the understanding that the Board may replace the member with a temporary employee for the duration of the leave.

b) A pregnant member shall not be required to operate a video display terminal against her will. She shall be entitled to transfer to alternative work without loss in pay, seniority or other benefits.

c) As long as this provision continues to constitute a Supplemental Benefit Plan in accordance with the Employment Insurance Act (“the EIA”), then while in receipt of pregnancy benefits under the EIA (“the EI benefits”), a member shall be eligible to receive a supplemental “top up” benefit such that her total income (including any other sources of income) is 85% of her regular weekly earnings for a maximum of 17 weeks.

d) Cheque stubs confirming receipt of EI benefits must be provided to the Board on a bi-weekly basis.

ARTICLE XIII - PAID HOLIDAYS AND VACATION

13.01 Paid Holidays

a) The Board shall recognize the following paid holidays for its employees:

1. New Year’s Day
2. Family Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. Civic Holiday
8. Labour Day
9. Thanksgiving Day
10. Remembrance Day
11. Last working day before Christmas Day
12. Christmas Day
13. Boxing Day
14. Member’s Birthday

b) Members working eight-hour shifts shall normally take paid holidays off as they fall.

c) Members working eight-hour shifts who are required to work on a paid holiday shall receive:

i. Pay at their regular hourly rate for all hours worked; and

ii. Credit for an additional one-half hour at their regular hourly rate for each hour worked to be paid out at the end of each calendar year; and

iii. A compensating day off, keeping in mind the efficient operation of the Service.

d) Members working twelve-hour shifts who are required to work on a paid holiday shall receive:

i. Pay at their regular hourly rate for all hours worked; and

ii. Credit for an additional one-half hour at their regular hourly rate for each hour worked to be paid out at the end of each calendar year.

e) At the commencement of each year, members working 12-hour shifts shall be granted 112 hours (14 X 8 hours) of paid holiday time to be scheduled in the sole discretion of the Chief with seniority given preference.

f) The Board shall undertake to recognize any other day proclaimed a statutory holiday by the Federal or Provincial government.
13.02 Vacations

a) Every employee shall be granted an annual vacation with pay according to his credited service as follows:

i. Where on July 1\textsuperscript{st}, a member has completed six (6) months of continuous service, he shall receive one (1) week paid vacation.

ii. Where on July 1\textsuperscript{st}, a member has completed one (1) year of continuous service, he shall receive two (2) weeks paid vacation.

iii. Where on July 1\textsuperscript{st}, a member has completed three (3) years of continuous service, he shall receive three (3) weeks paid vacation.

iv. Where on July 1\textsuperscript{st}, a member has completed nine (9) years of continuous service, he shall receive four (4) weeks paid vacation.

v. Where on July 1\textsuperscript{st}, a member has completed fifteen (15) years of continuous service, he shall receive five (5) weeks paid vacation.

vi. Where on July 1\textsuperscript{st}, a member has completed twenty (20) years of continuous service, he shall receive six (6) weeks paid vacation.

vii. Where on July 1\textsuperscript{st}, a member has completed twenty-five (25) years of continuous service, he shall receive seven (7) weeks paid vacation.

viii. Where on July 1\textsuperscript{st}, a member has completed thirty (30) years of continuous service, he shall receive eight (8) weeks paid vacation.

ix. Every employee who does not otherwise qualify under the provisions of this section shall be paid in accordance with the Employment Standards Act.

b) When a paid holiday falls during a member's scheduled vacation, he/she shall be entitled to an additional day of vacation provided that the necessary arrangements have been made with the Chief or his representative prior to the commencement of the vacation period.
c) No vacation time shall be lost as a result of an accident or occupational illness incurred in the performance of duty or where an employee is off sick and receiving STD benefits.

d) Vacation periods and vacation pay shall be based on the member’s standard work week and their regular weekly earnings.

e) Schedules of vacation shall be at the discretion of the Chief with seniority given preference.

ARTICLE XIV– PENSIONS

14.01 Each and every member shall be entitled to all the rights, benefits and privileges in accordance with the City of St. Thomas By-law 3540, the Pension By-law 83-62, OMERS and any other by-law or by-laws which deal with pensions to civic employees.

ARTICLE XV – REGIONAL GOVERNMENT

15.01 If during the term of this agreement a change occurs in legislation which would in any way alter the jurisdiction or authority of the Board, or substitute or constitute a new Board or entity to govern the Service, or which would result in the Service becoming a part of any other Service, the Board shall endeavour to procure that the benefits to be provided to each member in respect of past service and in respect of future service are not less than the benefits provided under this agreement.

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

ARTICLE XVI – TERM OF AGREEMENT

16.01 This agreement shall remain in full force and effect from January 1, 2011 to December 31, 2013, and year-to-year thereafter until replaced by a new agreement, decision or award.

16.02 It is understood that where the existing agreement has been changed or altered following negotiations between the parties, such changes or alterations as agreed upon shall take effect not earlier than the date the formal agreement covering same has been reduced to writing and executed by the parties thereto, with the exception of wages which shall be effective January 1, 2011 for all employees on staff at ratification by both parties.
ARTICLE XVII – NEGOTIATING COMMITTEE

17.01 The Negotiating Committee shall consist of a maximum of five (5) individuals in total, including uniform and civilian representation, chosen by the Association from its membership. The Committee will negotiate with respect to such matters as are properly the subject of negotiations including proposals for the renewal or modification of this Agreement at the proper time.

ARTICLE XVIII – CONVENTIONS

18.01 Upon authorization by the Association, officers and members covered by the Uniform and Civilian Agreements shall be granted paid leaves of absence not exceeding twenty (20) working days in total each year to attend to Association business and attend Police Association of Ontario functions, provided such leave, in the reasonable discretion of the Chief, does not interfere with the efficient operation of the Service.

18.02 For clarity, officers of the Service covered by the Uniform Agreement shall be included in this calculation on the understanding that the total aggregate number of paid leaves of absence including members covered by this Agreement and officers covered by the Uniform Agreement shall not exceed twenty (20).

18.03 The parties acknowledge and agree that the provisions of this Article are subject at all times to the exigencies of the Service.

ARTICLE XIX – LEGAL INDEMNIFICATION

19.01 Subject to the other provisions of this Article:

a) A member charged with but found not guilty of a criminal or other federal offence because of acts done in good faith in the performance of his/her duties shall be indemnified for necessary and reasonable legal costs incurred in defending such charges;

b) A member charged with but found not guilty of a provincial offence because of acts done in good faith in the performance of his/her duties shall be indemnified for up to Five Thousand Dollars ($5,000) of necessary and reasonable legal costs incurred in the defence of such charges;
c) A member designated as a subject of an investigation undertaken by the Special Investigations Unit shall be indemnified for necessary and reasonable legal costs incurred in the course of seeking advice and representation during the investigation, provided that the member was acting in good faith in the performance of his/her duties during the incident(s) being investigated. If the member is subsequently charged with a statutory offence or named a defendant in a civil action relating to the same incident(s), the applicable provisions of Articles 19.01(a), (b) and (e) shall apply;

d) A member designated as a witness in an investigation undertaken by the Special Investigations Unit shall be indemnified for necessary and reasonable legal costs incurred during the initial, on-site investigation. Where more than one member and/or officer of the Service is so designated, necessary and reasonable legal costs will be indemnified for one counsel to collectively represent all witnesses;

e) If a member is named as a Defendant in a civil action for damages arising out of acts done in good faith in the performance of his/her duties, and

   i. if the Board is not joined in the action as a party;

   ii. if the Board does not defend the action on behalf of itself and the member jointly; or

   iii. if counsel representing the Board determines that s/he is unable to represent the member for any reason; then the member shall be indemnified for necessary and reasonable costs incurred in his/her defence of the action, provided that s/he is not found to be liable for any damages. Any legal costs recovered by the member in the action shall be deducted from the indemnification;

f) If a member's conduct is called into question in the course of a Public Inquiry ("Inquiry") or a Coroner's Inquest ("Inquest"), and

   i) If the Board is not represented at the Inquiry or Inquest; or

   ii) if counsel acting on behalf of the Board determines s/he is unable to represent the member for any reason,
the member shall be indemnified for necessary and reasonable costs incurred for representation by counsel at the Inquiry or Inquest, provided s/he was acting in good faith in the performance of his/her duties during the incident leading to the Inquiry or Inquest.

19.02 For the purposes of Article 19.01:

a) A member shall be deemed to have been found not guilty where:
   i) he/she is acquitted;
   ii) the charges are withdrawn; or
   iii) he/she is discharged following a preliminary inquiry.

b) A member shall be deemed to have been found guilty where:
   i) he/she pleads or is found guilty;
   ii) he/she is given an absolute or conditional discharge; or
   iii) he/she subsequently pleads guilty, is found guilty or given an absolute or conditional discharge to other charges arising out of the same incident(s).

19.03 Members shall NOT be indemnified for legal costs arising from:

a) Grievances or complaints under the Collective Agreement between the parties;

b) Any actions or omissions by members in their capacity as private citizens;

c) Proceedings under Part V of the Police Services Act; or

d) Investigations and complaints under the Board's harassment and discrimination policy.

19.04

a) Applications for approval for legal indemnification shall be made in writing to the Chief or his/her designate as soon as the member is aware of a legal proceeding in which s/he requires legal representation.

b) Legal costs incurred prior to approval for indemnification will be paid only where the Chief is satisfied that it was not possible in the circumstances for the member to obtain prior approval and that the application for approval was made at the earliest opportunity.
c) The member shall be indemnified for the legal costs of counsel whose law practice is principally established and carried on in the Counties of Elgin or Middlesex or whose hourly rate for providing legal services is the same as or less than counsel of similar experience and qualifications whose law practice is principally established and carried on in the Counties of Elgin or Middlesex.

d) The member shall enter into a written retainer agreement with counsel, the form and substance of which shall be approved by the Chief or his/her designate.

e) For the purposes of this Article, "legal costs" shall be the actual costs disclosed on the accounts rendered by counsel performing the work.

f) Any account submitted by counsel is subject to the review and approval of the Chief or his/her designate. In the event the account is not approved, the member may have the account assessed on a substantial indemnity basis in accordance with Rule 58 of the *Rules of Civil Procedure*. The member shall be reimbursed by the Board for the cost, if any, of filing the Notice of Assessment.

19.05 **For the purposes of this Article:**

(a) The legal costs will be deemed to have been incurred by the member notwithstanding that s/he may have received financial assistance from the Association in that regard or that the Association paid or incurred the cost directly;

(b) "Member" shall include a former member and/or his/her estate where the charge and/or action arose out of an incident(s) which occurred while the member was actively employed by the Board; and

(c) Where a member is a party to proceedings outside Ontario for which s/he is entitled to legal indemnification, legal costs shall be deemed to include all reasonable out of pocket expenses associated with the proceedings, including travel, accommodation and meal expenses consistent with the Board's policies and practices for other types of work-related travel.

19.06 Any disputes regarding the granting of legal indemnification shall be resolved by way of the grievance procedure in Article III herein.
19.07 In the event of a dispute regarding the granting of legal indemnification:

a) Any finding of guilt (as defined herein) in a statutory offence proceeding; or

(b) Any finding of liability in a civil action for damages; or

(c) Any finding of misconduct or unsatisfactory work performance in a proceeding under Part V of the Police Services Act shall be determinative of the issue of guilt, liability, misconduct or unsatisfactory work performance for the purpose of any grievance related to legal indemnification.

ARTICLE XX – LOCKERS AND PERSONAL FILE

20.01 No search or inspection of a member’s locker shall be made unless the member or an elected member of the Association is present. Should efforts fail to contact an elected member and time is of the essence, entry may be gained provided it is done so in the presence of a member of equal rank to the member whose locker is being entered. Written notice shall be left for the member indicating the reason for the inspection and the names of those present.

20.02 Each member is entitled to review the member’s file prior to being counselled and on special request not to exceed twice per year, and to receive a copy of any document in the file.

ARTICLE XXI – FITNESS INCENTIVE

21.01 Any member who qualifies for the Voluntary Fitness Pin shall receive one (1) compensating day off equivalent to the member’s assigned shift when the pin is achieved.
IN WITNESS WHEREOF each of the parties has caused this agreement to be signed by its authorized representatives as of the day and year first above written.

ST.THOMAS POLICE ASSOCIATION

President, D. Ainsworth

Secretary, K. Manuel

Date

ST.THOMAS POLICE SERVICES BOARD

Chairman, D. Warden

Secretary, L. Coates

Date
## SCHEDULE ‘A’

**OF THE**

**CIVILIAN COLLECTIVE AGREEMENT**

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<tr>
<th>Pay Equity Level</th>
<th>Classification</th>
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<td>January 2012 2.5%</td>
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CIVILIAN COLLECTIVE AGREEMENT
SCHEDULE “B” – SUMMARY OF GROUP BENEFITS

A Group Benefits program for full time members is provided in accordance with the provisions as set out in the Master Plan. Schedule “B” outlines a summary of some of the benefits from the Master Plan. For complete coverage and exclusions, refer to the group benefit booklet and/or the Master Plan.

1. Ontario Health Insurance Plan.

2. Semi-private hospital care.

3. Ambulance services and private duty nursing.

4. Extended Health Care Plan – Deductible $10 Single and $20 Family.

5. No deductible on prescription drugs.

6. Coverage for $1,000 per person per year for all paramedical practitioners.

7. Dental care Plan #9 (braces 50.50 shared risk, $3,000 overall lifetime maximum for subscriber and eligible dependants;

8. Rider #2 & #4 (dentures and restorative services, 50/50 shared risk, $2,000 per person, per year, overall maximum

9. Vision care - $300 every 24 months for subscriber and eligible dependants.
   Laser corrective surgery is included as an insurable expense in the $300 coverage for vision care.

10. One eye examination every 24 months.

11. Deluxe Travel Plan.

12. Group Life Insurance for Eligible members = 3 times the member's annual salary to the nearest $1,000. A member can purchase additional life insurance in accordance with the master plan, maximum to an amount equal to two (2) times the member’s annual salary, at the member’s own expense, subject to minimum participation required by the Carrier. Dependent life coverage is available at the member’s own expense in the amount of a spousal benefit of $20,000 and a child benefit of $5,000.