



UNIFORM

COLLECTIVE AGREEMENT BETWEEN

AMHERSTBURG POLICE SERVICES BOARD

AND

AMHERSTBURG POLICE ASSOCIATION

JANUARY 1, 2007 – DECEMBER 31, 2010

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Article 1 Application

1.01 This Agreement shall apply to all sworn members (as defined in Article 5 therein) of the Police Service of the Town of Amherstburg (save and except the Chief of Police and Deputy Chief)

Article 2 Statutory Authority

2.01 This Agreement is made pursuant to the provisions of The Police Services Act, R.S.O. 1990 Chapter P. 15, and in particular Section 119 thereof and is subject to the said Act, as amended from time to time and the regulations made there under.

2.02 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:

- a) To recognize mutually the respective rights and functions of the parties hereto;
- b) And generally, through the full and reasonable administration of all the terms and provisions contained herein, to develop and achieve a relationship between the Amherstburg Police Association and the Amherstburg Police Services Board and all employees which will be conducive to their mutual well-being.

Article 3 Recognition

3.01 The Amherstburg Police Services Board, herein after referred to as the Employer, hereby recognizes the Amherstburg Police Association herein after referred to as the Association, as the sole collective bargaining agent for the members of the Amherstburg Police Service, herein after referred to as the Police Service to whom this Agreement applies.

3.02 The Employer agrees that there will be no discrimination, interference, restraint or coercion, as defined in the Human Rights Code, exercised or practiced by the Employer or by any of its representatives on or towards any person to whom this agreement applies because of Membership or in connection with the Association and that membership in the Association by persons eligible to join will not be discouraged.

3.03 The Association agrees that there will be no intimidation, interference or coercion exercised or practiced upon any person to whom this agreement applies or by any of its members or representatives.

3.04 The Employer agrees that all members of the Police Service, whether or not they are members of the Association, are required as a condition of employment to pay to the Association a sum equal to the monthly Association dues, and the Employer shall deduct from the regular pay of each member of the Police Service such amount and transmit the total so deducted to the Association monthly.

3.05 The Association agrees to indemnify and hold harmless the Employer against any and all liability which may arise by reason of such deductions from employees' wages in accordance with this Agreement.

Article 4 Management Rights

- 4.01 The Association acknowledges that it is the exclusive function of the Employer to operate and manage the Amherstburg Police Service in all respects and by way of illustration, and without limiting the generality of the foregoing, and, subject to the express provisions of this Agreement and The Police Services Act, R.S.O. 1990 as amended from time to time and the regulations made thereunder, it is the right of the Employer to:
- a) Hire, classify, reclassify, direct, transfer, promote, demote or discipline employees where such hire, classification, reclassification, direction, transfer, promotion, demotion or discipline shall not be inconsistent with the express provisions of this agreement and The Police Services Act, R.S.O 1990 as amended from time-to-time and the regulations made thereunder, providing that a claim of discriminatory action relative to any of the above matters may be subject to the grievance procedure and shall be dealt with as hereinafter provided;
 - b) Maintain order, discipline and efficiency;
 - c) Make and alter from time-to-time, rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the express provisions of this agreement and the Police Services Act, R.S.O. 1990 as amended from time to time and the regulations made thereunder;
 - d) Without restricting or limiting the generality of the foregoing, Management retains all rights and responsibilities of management and operations not specifically relinquished or modified by this Agreement.

Article 5 Interpretation

- 5.01 Within this Agreement, the singular shall include the plural, the masculine shall include the feminine and neuter genders, and;
- a) Association Shall mean the Amherstburg Police Association
 - b) Call-in Shall mean to cause a member to return to duty after his shift has concluded or before his shift commences, but shall not include attendance at court;
 - c) Employer Shall mean The Corporation of the Town of Amherstburg Police Services Board;
 - d) Vacation Block Annual Vacation shall be deemed to commence at the end of his/her last day worked prior to the vacation and shall be deemed to terminate at the end of the last day prior to the members return to work. The majority of time utilized in this block shall be from a members' vacation bank.
 - e) Member Shall mean all constables and other officers of the Amherstburg Police Service save and except the Chief of Police and Deputy Chief, if any.
 - f) O.M.E.R.S Shall mean the Ontario Municipal Employees Retirement System.
 - g) Overtime Shall mean time worked in excess of an average of forty (40) hours in any week in a complete shift cycle.

Shall mean time worked in excess of two-thousand-eighty (2080) hours or two-thousand-eight-eight (2088) hours in a calendar year, depending on the calendar year.
 - h) Seniority Shall be the length of continuous service of a member with the Amherstburg Police Service.
 - i) Stand-by-duty Shall mean that period of time during which a member is off duty and has been notified to be available for duty and shall also be known as being 'on-call'.
 - j) Work Block Shall mean the work period between scheduled rest days.

- k) The Act Shall mean the Police Services Act, R.S.O. 1990 as amended from time to time and the regulations made thereunder
- l) Agreement Shall mean this Collective Agreement negotiated in good faith between the Employer and the Association.
- m) Senior Constable Members shall be entitled to receive Senior Constable Pay (10 year) if they meet the following criteria:
1. Hold the rank of 1st Class Constable and;
 2. Have ten (10) years of continuous service as a Police Constable; and
 3.
 - i. attain a passing grade on the promotional exam, OR
 - ii. attain a passing grade (60%) on an exam set by the Chief of Police (exam to be based on the (Rules and Regulations and Policies & Procedures of the Amherstburg Police Service) and attain a satisfactory service rating (filed ratings as outlined in the promotional policy). Exam mark will be effective for four (years).
- Members shall be entitled to receive Senior Constable pay (20 year) if they meet the following criteria:
1. Hold the rank of 1st Class Constable;
 2. Have twenty (20) years of continuous service as a Police Constable; and
 3.
 - i. attain a passing grade on the promotional exam, OR
 - ii. attain a passing grade (60%) on an exam set by the Chief of Police (exam to be based on the (Rules and Regulations and Policies & Procedures of the Amherstburg Police Service) and attain a satisfactory service rating (filed ratings as outlined in the promotional policy). Exam mark will be effective for four (years).
- Constables Pelaccia and Rosati shall be eligible for the above noted ranks as appropriate as if they had successfully passed the required examinations on January 1, 2005. From January 1, 2005, all members who are eligible or will become eligible for Senior Rank pay before January 1, 2009 shall be required to meet the conditions of the rank pay in accordance with the four (4) year re-write schedule as outlined above.
- n) Active Service Shall mean continuous service with the Amherstburg Police Service where absence does not extend past thirty (30 days) in length.

Article 6 Classification and Salary – Members

- 6.01 The classifications of Members and the salaries therefor shall be those set out in Schedule 'A', which schedule is for all purpose a part of this Agreement.

Article 7 Hours of Work

7.01 Subject to the exigencies of service the shift schedule of members of the Association will be agreed upon by the Association and the Chief of Police. 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 mutual consent of all parties a change in scheduling can be implemented with the aforementioned goals in mind but it should not have any adverse effect on articles 7.02 and 7.03

7.02 Days off shall, insofar as reasonable and practical, be consecutive.

7.03 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.

Upon posting, and subject to the exigencies of the Service, a member's work schedule may not be changed without the member's approval, unless the member is given seven (7) days notice of the required shift change(s) prior to the date of the first changed shift. Any changes to the schedule shall be provided to the member in writing or by e-mail. No changes shall be made to the posted schedule for the sole purpose of accommodating a member's court schedule.

If due to the exigencies of the service, a members shift schedule is changed with less than seven (7) days notice and without the member's consent, the member shall be entitled to overtime payable at one-and-one-half (1.5) times the regular rate of pay for the first 'work block' so worked on the new schedule.

Notwithstanding the above, a member shall not be required to have more than one work block or a total of four (4) days, whichever is greater, changed during a twenty-eight (28) day rotation.

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.

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.

Article 8 Lunch Period

8.01 The lunch period shall be ninety (90) minutes for a Member when working a twelve (12) hour shift. It is understood that the meal break is paid and may be taken in one or two blocks of time on each shift. Provided that the 'officer in charge' is notified by the member prior to commencement of such break and approval of the break is provided.

Article 9 Vacation and Statutory Holidays

9.01 Vacation Schedule – the annual vacation for a member shall be as follows based on the member's anniversary date:

- a) After his first six (6) months of active continuous service – one (1) week leave;
- b) After one (1) year of active continuous service – two (2) weeks leave;
- c) After three (3) years of active continuous service – three (3) weeks leave;
- d) After seven (7) years of active continuous service – four (4) weeks leave;
- e) After fourteen (14) years of active continuous service – five (5) weeks leave;
- f) After twenty (20) years of active continuous service – six (6) weeks leave;
- g) After twenty-five (25) years of active continuous service – six-and-one-half (6.5) weeks leave;
- h) After twenty-eight (28) years of active continuous service – seven (7) weeks leave.

“There will be no ‘carry over’ of leave time from year-to-year.”

- 9.02 The selection of vacation times shall be at the discretion of the members, subject to the approval of the Chief of Police. In order to accommodate scheduling of court by Court Services, members will submit their annual leave request by September 30th of each year for the following calendar year.
- Once a member's annual leave has been approved, he will be allowed to vary that leave should the need arise. The change will only be granted with the approval of the Chief of Police keeping in mind scheduled court dates, manpower availability and previously approved annual leave for other members.
- 9.03 A member shall be entitled to, as additional holidays, 110 hours in lieu of the following considered hereunder as statutory holidays:
1. New Year's Day
 2. Good Friday
 3. Easter Sunday
 4. Victoria Day
 5. Canada Day
 6. Civic Holiday
 7. Labour Day
 8. Thanksgiving Day
 9. Remembrance Day
 10. Christmas Day
 11. Boxing Day
- 9.04 All members shall also be entitled to as additional holidays any other day designated a holiday by Federal or Provincial Governments and/or any day proclaimed a holiday by the Mayor of the Town of Amherstburg. Such additional holidays shall not be considered retroactive.
- 9.05 Any member required to work on any holiday shall be paid at one-and-one-half (1.5) times the rate applicable for the day so worked. In addition, such member shall be given another day off with pay within one (1) year of the holiday so worked. If the Chief of Police should be unable to arrange in the duty schedule for a day off in lieu of a holiday or vacation worked within one year of such holiday or vacation, then the member affected shall be paid for such day off missed at the rate applicable at the time of such payment.

Article 10 Overtime

- 10.01 Any Member required to work overtime shall be credited with one and half times the time so worked.
- 10.02 Any Member with overtime credits outstanding on the last days of March, June, September and December shall be paid for such credits, at the hourly rate earned by such Member at the time of working overtime.
- 10.03 Any member working overtime shall be entitled to accumulate the hours worked. The accumulated time shall be calculated at one-and-one-half (1.5) times the actual hour worked and may be used by the member for leave. The leave shall be used at the member's discretion subject to the approval of the Chief of Police or his designate. The member shall be entitled to accumulate forty (40) hours at overtime rate or sixty (60) hours at regular rate as calculated herein per calendar year. Any outstanding credits as of the end of December shall be paid out with the first pay in January of each year.

Article 11 Vacation Work

- 11.01 Any Member required to work or to attend court during any part of his annual vacation shall be credited with twice the time so worked, with such credits to be used up or paid in the same manner as overtime.
- 11.02 Any member required to work or to attend court during his approved annual leave as governed by article 9.02, shall in addition to the overtime entitlements be given an additional "shift" off for each day he/she was required to work.

Article 12 Call In

- 12.01 Any member called in shall be credited with four (4) hours pay at the rate of one-and-one-half (1.5) times the regular rate of pay. This payment is not in addition to overtime. If the call in exceeds four (4) hours of work time then the member will continue to be paid at the rate of one-and-one-half (1.5) times their regular rate of pay for any additional hours worked beyond the first four (4). Such credits shall be used or paid in the same manner as overtime.
(It is agreed by the parties to this agreement that Article 12.01 becomes effective May 1, 2008.)
- 12.02 A member will not be considered to be called in if working past the scheduled hours of his shift however the member will be entitled to overtime for the hours so worked.
- 12.03 A member attending for scheduled training on a scheduled rest day shall not be entitled for call-in as herein provided, but shall be entitled to overtime in accordance with Article 10.01

Article 13 Court Attendance

- 13.01 Any Member required to attend court outside of his regularly scheduled working hours shall be credited with one-and-one-half (1.5) times his actual court time or one-and-one-half (1.5) times four hours, whichever is the greater.
- 13.02 Any member required to attend court in the morning after having completed on the same morning a tour of duty in any regular shift ending at or after 2:00 a.m. shall be paid an additional three hours pay at the regular rate. Officers must advise their shift supervisor at least one week in advance to enable other arrangements to be made if possible.
- 13.03 Any member required to attend court and the trial is not completed during the morning session requiring the officer to continue into the afternoon session after the court has recessed shall be entitled to a reasonable meal allowance of which a meal receipt will be required.
- 13.04 Members required to attend court shall be provided with an Amherstburg Police Service vehicle, subject to the needs and policies of the service. If expenditures directly attributed to the vehicle so provided by the Amherstburg Police Service are necessary while in use as herein provided, the member will be reimbursed for all expenditures upon submission of proof of such expenditure. Such reimbursement shall be made in conjunction with the next regularly scheduled pay provided there is such reasonable time to process such reimbursement.
If a member is required to use his own vehicle due to a shortage of Amherstburg Police Service Vehicles, the member will be reimbursed for all such distance traveled at the rate of forty-five (45) cents per kilometre.
The above does not apply if a member is offered but declines the use of an Amherstburg Police Service vehicle.
- 13.05 All witness fees received by any Member attending any court shall forthwith on receipt be paid by such member to the Police Service Administration when such Member is entitled to credits under this article for such court appearance.
- 13.06 Court Cancellation - If a member is cancelled for any court appearance referred to in this section, the member shall be cancelled by 6:00 p.m. the night before court or the member is entitled to three (3) hours pay or six (6) hours pay if the member is on annual leave
- 13.07 If a member is required to attend court between their scheduled night shifts and court extends beyond twelve (12) noon, said member shall be allowed to book time off from their available banks. If a staffing shortage exists, then the member booking time off will only be granted time off up until 11:00 PM.

Article 14 Shift Differential

- 14.01 A shift differential of fifty (50) cents per hour shall be paid to all Members for hours worked on afternoon shifts, and of fifty (50) cents per hour for hours worked on midnight shifts.
- 14.02 For the purposes of this article, an afternoon shift shall be one commencing after 12:00 noon, with the majority of the hours being worked being before midnight, and a midnight shift shall be one ending before 12:00 noon with the majority of the hours worked being after midnight.
- 14.03 The total of shift differential earned by any Member shall be computed and paid to him on or before the first day of December each year.

Article 15 Sick Leave and Disability Benefits

- 15.01 Members shall be entitled to leave from employment while disabled from performing the duties of their employment because of personal illness or accident subject to the limitations of this article and any modified or accommodated work that may be offered by the board.
- 15.02 The employer shall pay the premiums on a Short and Long Term Disability Policy from Mutual Life or a carrier mutually agreed to by the parties, providing a weekly indemnity to all members disabled by illness or accident and prevented from performing the duties of their own occupation.

The Short Term Disability policy shall commence after fourteen (14) days of continuous disability by illness or accident, and continue on for a maximum benefit period of fifteen (15) weeks... The Long Term Disability Policy shall commence upon expiry of the Short Term Disability Policy and shall continue for twenty four (24) month period and then afterwards when the member is unable to perform any gainful employment for which the member is reasonably suited by education, training or experience.

The disability benefit so provided shall be in an amount together with CPP payments receivable (excluding child benefits) for said disability, payments made by the Workplace Safety and Insurance Board receivable for said disability and any other indemnity receivable referred to in the policies, would equal 75 percent of the weekly pay at the commencement of disability of the affected member.

Benefits shall continue until the termination of disability, rehabilitation as provided by the policy, death of the recipient or the 60th birthday of the member, whichever shall first occur.
- 15.03 Members shall be entitled to sick leave credits of twelve (12) hours per month for each month of employment during which the member is not absent due to personal illness or accident for more than fifteen (15) consecutive days. Such credits may be accumulated to a maximum of eight hundred (800) hours. For members successfully completing twelve (12) months of employment without using a sick day will receive a bonus of five hundred (500) dollars. Members successfully completing twelve (12) months of employment while using only one sick day will receive a bonus of three hundred (300) dollars. Members successfully completing twelve (12) months of employment while using only two sick days will receive a bonus of one hundred (100) dollars. This bonus will be paid on the first pay of February the following year. Upon termination with the Service, members will not receive compensation for sick time remaining in their banks.
- 15.04 If a member is disabled from performing the duties of his employment because of personal illness or accident, such member shall be entitled to payment from the employer on his regular paydays to the full amount of his base pay at the date of each payment, for days missed while so disabled, less any indemnity received under the group policy aforesaid, the Canada Pension Plan, Workmen's Compensation or any other source related to his employment to the extent of the sick leave credits of such member drawing first on "new" credits then on "frozen" credits.
- 15.05 In the case of absence for less than 14 (fourteen) days, the Chief of Police may ask for and the member must then obtain or forfeit benefits paid or payable, a certificate of a duly qualified medial practitioner that the member is disabled from performing the duties of his employment due to personal sickness or accident. In the case of absence extending past 14 days, proof of acceptance of a claim by the group insurer aforesaid and continuing payment of indemnity under

the group policy aforesaid shall constitute prima facie, but no conclusive proof of disability caused by personal illness or accident.

In such instances whereby an absence due to personal sickness or accident extends past fourteen (14) days, the employer shall supply and require to be completed by a qualified medical practitioner so chosen by the member, an in-house Functional Abilities Assessment to facilitate an early and safe return to suitable employment. The member shall provide in a timely manner this completed assessment.

The employer shall reimburse the reasonable cost of any medical certificates requested by the Chief of Police upon presentation of a receipt with the properly-completed medical certificate.

- 15.06 A member absent from duty due to an injury which is covered by the Workplace Safety and Insurance Board shall if requested by the Chief of Police submit a Functional Abilities Form for a Timely Return to Work completed by a duly qualified medical practitioner indicating the member's functional abilities. The Employer shall incur the cost, if any, for such certificate.
- 15.07 Any member certified by the Workplace Safety and Insurance Board as being disabled from performing the duties of his employment as a result of personal injury arising out of or in the course of his employment and to be entitled to Workmen's Compensation as a result thereof, shall be entitled to a payment from the employer without charge or deduction from eight "new" or "frozen" sick leave credits accumulated, on his regular pay days to the full amount of his base pay at the date of each such payment, for days missed while so disabled, less any indemnity from the Workplace Safety and Insurance Board under the group policy aforesaid, the Canada Pension Plan or any other source related to his employment for a period of six months from the date of such disability. In the event of disability continuing longer than six months, the provisions of paragraphs (15.05) and (15.06) of this article shall apply.
- 15.08 In the event that a member recovers from a third party an amount claimed for loss of wages or sick leave, he shall repay to the employer forthwith the net amount paid to him by the Employer on account of sick leave in respect of the period for which such amount is recovered from the third party, up to the amount so recovered and upon receipt of such payment the equivalent in sick leave credits to the amount received shall be credited by the Employer to such member. This shall only apply if the member is capable of returning to work.
- 15.09 Any member discharged for cause shall forfeit any right to payment for frozen sick leave accumulated.
- 15.10 Any member continuously absent under the provisions of this article for 240 days after having used up all sick leave to his credit shall be deemed to have retired.
- 15.11 That Dennis O'Leary will be covered under the terms of Article 16 (b) of 1987 Agreement.
- 15.12 All members previously non-vested sick time as of December 31st, 1999 will remain in their respective sick banks as noted in Article 15.03. Such sick time is non-payable upon retirement.

Article 16 Uniforms and Equipment

- 16.01 Uniforms and equipment will be supplied by the employer to a member as deemed required by the Chief of Police and as shown in Schedule 'B' hereto attached and made part of this Agreement. Changes to Schedule 'B' may be made upon agreement of the Uniform and Equipment Committee and the Chief of Police.
- 16.02 Any conflict in uniform issuance shall be referred to a Uniform and Equipment Committee comprised of one management representative and one association representative for disposition. Should no agreement be reached then it shall be referred to the Chief of Police who shall make the final decision.
- 16.03 All property issued on behalf of the Amherstburg Police Service remains the property of that service and shall, upon resignation, termination or retirement of the member to which the property was issued, be returned to the care of the service.
- 16.04 When purchasing clothing, it shall be consistent with that as described in Adequacy Standards and the decision will be made considering input from the uniform/clothing committee.
- 16.05 Pistol and shotgun cleaning kits for the Department to be kept at the Department Offices.

Article 17 Damaged Uniforms and Equipment

- 17.01 The cost of repairing or replacing any article of uniform and equipment damaged while in the performance of duty will be borne by the Employer.
- 17.02 The cost of repairing or replacing any article of uniform or equipment damaged while off-duty or by neglect of the member will be borne by the member concerned.

Article 18 Cleaning of Uniforms

- 18.01 When uniforms are deemed necessary to be cleaned, the member shall receive authorization from the Chief of Police to have the uniform cleaned and shall submit the invoice for reimbursement upon approval by the Chief of Police. It is specifically understood that such cleaning in no way pertains to normal daily cleaning of uniforms.

Article 19 Benefits

- 19.01 The employer shall provide for the members the benefits set out in Schedule 'C' hereto, which schedule is for all purposes a part of this Agreement.

Article 20 Legal Costs

- 20.01 a) Subject to the other provisions of this article, the Employer shall pay the necessary and reasonable legal costs incurred in the defense of a charge against a Member under The Criminal Code, or any other Federal, Provincial or Municipal enactment, except the Police Services Act and the regulations thereunder, for any act done or omitted in the performance or attempted performance in good faith of his duties as a Police officer, provided such charge and/or any other charge arising out of the same facts is finally disposed of without a finding of guilt against the Member.
- b) In the case of an S.I.U. investigation, legal counsel expenses will be paid by the Board for a subject officer to a maximum of \$2,000.00 per complaint and for a witness officer to a maximum of \$1,000.00 per complaint.
- c) Notwithstanding the above, if a member is charged under the Police Services Act and is exonerated of all charges after a trial, the employer may reimburse all reasonable legal costs against the member. It is specifically understood that this provision is not retroactive.
- 20.02 Notwithstanding Clause 20.01, the Employer may, in its absolute discretion, pay the necessary and reasonable legal costs incurred in the defense of a charge against a Member as described in Clause 20.01 where the Member pleads or is found guilty, whether the Court, instead of convicting the Member, grants him an absolute discharge, provided the Employer accepts the recommendation of the Chief of Police that the actions of the Member were motivated by an intent to do his lawful duty, and the Employer concludes that such payment would not reduce the respect of the public for law enforcement.
- 20.03 Notwithstanding Clause 20.01, the Employer may refuse to make a payment otherwise authorized under Clause 20.01 where the actions of the Member from which the charge arose amounted, when viewed objectively, to a gross dereliction of duty or deliberate abuse of his powers as a police officer.

- 20.04 A Member wishing to retain a solicitor to defend a charge described in 20.01, and looking to the Employer for payment of the necessary and reasonable legal costs to be incurred, shall first submit to the Employer the name and address of the proposed solicitor and request its approval by motion before retaining such solicitor. If the Member feels that the delay in retaining a solicitor until the next regularly scheduled meeting of the Employer would in the then existing circumstances be prejudicial or unreasonable, such Member may apply to the Employer Chairman, who, after such consultations as he might feel advisable with the other members of the Employer, and the Employer solicitor, may grant approval. The Chairman shall report the granting of such an approval at the next Employer meeting, and it shall be noted in the minutes thereof. Notwithstanding the provisions of Clause 20.01, the Employer shall not be liable for any legal costs unless such approval had first been obtained.
- 20.05 For the purposes of this article "necessary and reasonable legal costs" shall cover only legal fees and incidental disbursements included in the account of the solicitor approved by the Employer who acted in the defense of the Member, rendered after completion of such defense, and shall be subject initially to the approval of the Employer solicitor, and in the case of any dispute between the solicitor for the Member and the Employer solicitor, shall be subject to assessment on a solicitor and client basis by the Assessment Officer.
- 20.06 Where payment has been made on behalf of a Member by the Employer pursuant to this article, the Employer shall be, for the amount so paid, subrogates to the rights of the Member to claim against the complainant, and the Member shall co-operate in and assist the Employer in any claim or action it might make or take in the name of such officer to recover the amount so paid.
- 20.07 A Member of the Police Service who is requested or subpoenaed to appear before an inquiry initiated under Part II Section 23, and 25 of the Police Services Act shall be indemnified for the necessary and reasonable legal costs incurred in representing his interests in such an inquiry only:
- a) where no other Member of the Police Service, excluding the Chief of Police, has been requested or subpoenaed to appear before the inquiry;
 - b) where more than one Member of the Police Service is subpoenaed or requested to appear, other than the Chief of Police, in such a case there shall be only one counsel representing the Members of the Police Service, excluding the Chief of Police; or
 - c) where the counsel representing the Member of the Police Service excluding the Chief of Police, is of the opinion that it would be improper for him/her to act for both the Member and other Members of the Service.
- 20.08 The counsel representing the Member of the Police Service under Section 20.07 (a) and (b) shall be counsel selected by the Police Association. Counsel representing a Member of the Police Service under Section 20.07(c) shall be counsel selected by that Member of the Service.
- 20.09 Where a Member intends to apply to the Board for indemnification the Member shall, within thirty days of receiving a request of subpoena to appear before an inquiry under Part II Section 23 and 25 of the Police Services Act, apply to the Board in writing for approval to retain counsel and shall advise the Board in writing of the counsel to be so retained. In the event the Board objects to the counsel to be retained, the matter shall be resolved by a member of the Board and a member of the Association Executive designated for that purpose.
- 20.10 Notwithstanding Section 20.07 the Board may refuse payment otherwise required under Section 20.07 where the request or subpoena is with respect to acts by the Member of the Police Service which were not done in the attempted performance in good faith of his/her duties as a police officer.
- 20.11 For the purposes of Section 20.07 "necessary and reasonable costs" shall be based on the account rendered by the solicitor performing the work, subject initially to the approval of the solicitor for the municipality and, in the case of dispute between the solicitor doing the work and the solicitor for the municipality, assessment on a solicitor and client basis by an assessment officer of the Supreme Court of Ontario.

- 20.12 a) The Board recognizes the necessity of providing immediate legal advice to Members who, as a result of their duties, may be directly or indirectly involved in an occurrence as referred to in the provisions of Part VI and Part VII of the Police Services Act. The Board therefore agrees that legal counsel(s) as approved by the Association shall be provided at the Board's expense immediately after said occurrences and as needed for the purpose of providing legal advice and guidance to all members involved as follows:
- b) In the case of an S.I. U. Investigation, legal counsel expenses will be paid by the Board for a subject officer to a maximum of \$2,000.00 per complaint and for a witness officer to a maximum of \$1,000.00 per complaint subject to Board approval. The Board will not deny without just cause. In the case of a denial by the Board, the Board will provide the Association with a written response outlining the reasons for denial.

Article 21 Grievance Procedure

- 21.01 When a Member has any grievance or complaint, he shall forthwith convey to his immediate superior (orally or in writing) all facts relative to the grievance and/or attempt to resolve the problem at the preliminary state.
- 21.02 If a Member and the superior fail to resolve the grievance or complaint to the satisfaction of the Member, or if the superior fails to discuss, acknowledge or otherwise deal with the complaint or grievance the Member may invoke 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.
- 21.03 The Member shall communicate his complaint or grievance, in writing through the official to the official representatives of the Association, to the Chief setting down all matters pertinent to the dispute.
- 21.04 The Chief of Police shall hear or receive the complaint and/or grievance, and within five (5) working days communicate (orally or in writing) his decision relative to the grievance and/or complaint.
- 21.05 The Association shall if dissatisfied with the ruling of the Chief of Police or his designee or if the Chief of Police fails or refuses to deal with the complaint and/or grievance within the specified time the Association may file with the Employer the complaint and/or grievance within fifteen days (15) days of the date the complaint or grievance was submitted to the Chief of Police or his designee.
- 21.06 The Employer shall investigate the complaint and/or grievance and/or cause an inquiry to be held between the persons involved in the dispute and shall by the date of the next scheduled Board meeting communicate within (orally or in writing) their decision in the matter, and such decision shall be final and binding.
- 21.07 Any time limits specified in this procedure may be extended upon mutual agreement.
- 21.08 The parties recognize that the procedure outlined herein is intended by them to provide an expedient alternative to determination of a dispute or grievance under sections 122, 123 and 124 of the Police Services Act, R.S.O. 1990.

Article 22 Bargaining

- 22.01 The Employer agrees to notify the negotiating committee or the executive officer of the Association at least seven (7) days in advance of any meeting or proposed meeting in connection with or relative to this Agreement, grievance procedure or any matter in which the parties hereto have interest
- 22.02 The Employer 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 the dispute, unless such appointment is by mutual consent.
- 22.03 The Employer 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 23 Retirement or Dismissal from Service

- 23.01 Where, in any year, a member leaves the service prior to receiving his annual vacation in that year, he shall be given credit for the pro-rata share of vacation and lieu days due him for that year.
- 23.02 Where, in any year, a member dies prior to receiving all his annual vacation and lieu days in that year, there shall be paid to his estate an amount equal to the salary that would have been paid him on account of the pro-rata share of vacation and lieu days due him that year.

Article 24 Compassionate & Emergency Leave

- 24.01 Leave of absence of not more than three (3) days between death and burial shall be granted, without loss of pay to a Member attending the funeral of a member's family. Family is defined as: Biological; Current Marital Status including Common-Law and Same Sex Relationships; Adopted; Step; Foster; Legal Wards; In Loco Parentis Relationships including: Spouse, Child, Father, Mother, Brother, Sister, Grandparents, Grandchild, Father-in-Law, Mother-in-Law, Brother-in-Law, Sister-in-Law, Son-in-Law, Daughter-in-Law and Grandparents of a Spouse.
- 24.02 In the event of a personal emergency, a member may be allowed to utilize vacation, statutory or bank time to address the emergency. The member will be required to give sufficient notification to the supervisor on duty and provide details of the perceived emergency and the time it will take to address it. In order to maintain consistency in the definition of "emergency" the supervisor shall contact the Chief or designate to make the final determination.

Article 25 Maternity & Parental Leave

- 25.01 i. Members shall be entitled to pregnancy leave and/or parental leave in accordance with the provisions of the Employment Standards Act. A member intending to go on pregnancy leave shall make written application to the employer and shall supply the Chief with a certificate from a legally qualified medical practitioner stating that she is pregnant. Such certificate will provide the estimated due date.
- ii. During the above noted maternity leave the Services Board shall continue to provide the member with all benefits allowable under the present agreement including those contained in Schedule "C".
- iii. A Member who provides a certificate from a legally qualified medial practitioner, stating that the member is pregnant and recommending that the member be placed on other than the member's normal duties with no change in salary or benefit status, until such time the member elects to go on maternity leave. During maternity and/or parental leave the Board shall provide a Supplementary Unemployment Insurance Benefit (SUB) Plan as follows:
- a) during the first two weeks E.I. waiting period, pay the member seventy-five percent (75%) of their regular rate of pay; and
- b) in the case of maternity leave, during the time so provided in the Employment Standards Act or shorter period if the member returns to work, pay the member at a rate of pay equivalent to the difference between the Unemployment Insurance maternity benefits the member received and seventy-five (75%) per cent of their regular rate of pay; and
- c) in the case of parental leave as so defined and limited to the maximum period of time so provided in the Employment Standards Act, or shorter period if the member returns to work, pay the member at a rate of pay equivalent to the difference between the Unemployment Insurance parental benefits the member receives and seventy-five (75%) per cent of the member's weekly earnings. (agreement 1997)

Article 26 Special Allowances

- 26.01 Should a member be required and authorized to use his own motor vehicle in the performance of his duty and who agrees to do so, such member shall be compensated by the Employer for any loss or judgement rendered against him by reason of the operation of the motor vehicle providing there is no act of carelessness on the part of the driver.
- 26.02 A member of the executive of the Association shall be granted permission to attend the annual convention of the Police Association of Ontario without loss of pay. It is understood that only one member from either the uniform or civilian collective agreements will be allowed off under this clause, not one from each.
- 26.03 Two members of the executive of the association shall be permitted to absent themselves to attend quarterly meetings of the Police Association of Ontario and other P.A.O. meetings to conduct the affairs and business of the Association, excluding times that an emergency situation may arise or manpower is not available. The Chief of Police shall be the final arbitrator in any dispute regarding attending these meetings. It is understood that a total of two members from either the uniform or civilian collective agreements will be allowed off under this clause, not two from each.
- 26.04 Members who are trained, are qualified as experts in the following disciplines shall receive, in addition to their regular salary as set out in Schedule 'A', an amount of five hundred (500) dollars annually, pro rated on a monthly basis based only on the number of months in each calendar year such member is trained and qualified as designated by the Province:
1. Intoxilizer Technician
2. Identification Officer
3. Accident Reconstruction

Such amount shall be paid annually to the officer during the first pay period in December.

26.05 A member assigned to the duties of Plainclothes officer for a period of more than three (3) months, shall be paid in addition to their salary as set out in Schedule 'A', the sum of seven hundred and fifty (750) dollars as a clothing allowance, pro rated on a monthly basis based only on the number of months in each calendar year such member is assigned to such duties by the Chief of Police. Such amount shall be paid annually to the officer upon production of appropriate clothing receipts.

It is specifically understood that members who receive such allowance shall be subject to the Dress Code as outlined in the policy as developed by the Chief of Police in consultation with the Association.

26.06 The employer shall provide to each member who is not retired a maximum of three hundred and fifty (350) dollars towards a 'Health Wellness Plan' so provided by a legally qualified practitioner or towards an approved Health Club membership

a) Payment for the Wellness Plan shall be paid in December of each calendar year upon presentation of receipts.

b) Payment for the Health Club membership shall be paid in December of each calendar year after meeting the following criteria:

i) The member must meet with a trainer upon joining a club

ii) The member must be given and must follow a specified program

iii) The member must submit a progress report at time of payment request.

iv) The member must submit proof of regular attendance

v) The members must submit proof of payment to the Health Club.

All submissions will be reviewed by the Chief of Police for final approval.

Article 27 Attending Police College

27.01 A Member attending the Police training courses shall receive one hundred dollars (\$100.00) per week for each week in attendance for all expenses, travelling and registration, which would be over and above initial travelling expenses paid by the Province or any other source. (Agreement 1997 - not to be retroactive.)

27.02 Anyone attending an approved training course or for court or for any other purpose on behalf of the Service outside the Town of Amherstburg shall be entitled to a meal allowance not to exceed the following upon presentation of a receipt:

1. Breakfast – Eight (8) dollars

2. Lunch – Twelve (12) dollars

3. Dinner – Twenty (20) dollars

Notwithstanding the above, if a member is working overtime outside the Town of Amherstburg, the member will not be entitled to both overtime payment and reimbursement of meals.

It is also specifically understood that the meal allowance as herein provided shall not be paid where a meal is provided in any of the situations so noted in this article.

27.03 Subject to the exigencies of the service, members assigned to attend training sessions or seminars of less than one week in duration shall be provided with the use of a departmental vehicle. Normal expenditures incurred by a member during his uses (i.e. gasoline and repairs) will be reimbursed in a timely fashion upon submission of proper receipts.

27.04 Police Service vehicles will not be supplied to attend a training course of one week or more at the Ontario Police College. These training courses will be those listed in the annual Ontario Police College course calendar for on-site training.

- 27.05 The use of a police vehicle to attend all other approved training courses where the location of the training is in excess of 40 kilometres from the Town of Amherstburg will be at the discretion of the Chief or designate.
- 27.06 Should members be assigned to attend training or seminars noted in 27.03 and 27.05 and authorized to use their personal vehicles, and shall be reimbursed at the rate of \$0.45 per kilometer.
- 27.07 A member who declines the use of a police vehicle shall not be entitled to any mileage allowance.

Article 28 Educational Assistance

- 28.01 The tuition fee of any course taken by a member when approved by the Chief of Police and the employer shall be paid by the employer upon successful completion of the course. All courses shall have relevance to policing or management and the request shall be made in writing prior to the commencement of the course.

Article 29 Promotion

- 29.01 All promotions shall be in accordance with the promotional policy of the service and ratified by the board. Should, following completion a tie exist, then seniority shall be used to break a tie.
- 29.02 Notwithstanding the foregoing sections 29.01 and 29.03 of this article, should a person be hired at rank higher than Fourth Class Constable, it is the intent of this article that such person shall upon completion of every twelve months of service be entitled to pay of the rank higher up to and including First Class Constable; subject however to successful completion of the required courses at the Ontario Police College.
- 29.03 Promotion as provided in Article 29.02 of officers hired by the Service on or after January 1, 1988 shall be governed by the following:
1. Promotion from Fourth Class Constable to Third Class Constable
 - Successful completion of Recruit Training (Ontario Police College, Aylmer, Ontario) with a mark of seventy-five (75) percent or better.
 - One year of active service at the rank of Fourth Class Constable.
 2. Promotion from Third Class Constable to Second Class Constable
 - One year of active service at the rank of Third Class Constable
 3. Promotion from Second Class Constable to First Class Constable
 - One year of active service at the rank of Second Class Constable.
 - Successful completion of an internal examination covering General knowledge, policy and procedure, rules and regulations and the Police Services Act and its Regulations. This internal examination shall be created jointly by the Chief of Police and the Association. For the purposes of this article, successful completion shall be considered a mark of seventy-five (75) percent or better. Should a Second Class Constable fail to achieve a mark of seventy-five (75) percent or better, they will be provided an opportunity to re-write the examination provided such re-write is completed within thirty (30) calendar days of notification of failure to achieve a mark of seventy-five (75) percent or better.
- 29.04 Any Member's promotion above the rank of First Class Constable shall be on a probationary period for a period of twelve (12) months. At any time during the probationary period, and in any event, at the end of the probationary period, the Member shall either be confirmed in the higher rank or restored to the Member's original rank.

Article 30 Seniority

30.01 Seniority shall be defined as the length of continuous service as a Member of the Service for the Town of Amherstburg.

Article 31 Acting Rank

31.01 Any member assigned to perform the duties of a higher rank shall receive the pay of such higher rank for the total number of hours worked at the higher rank. The hours shall be accumulated and submitted quarterly for pay, at the rate difference between the members pay and the higher ranks pay. (Members assigned acting rank duties will be required to fulfill the duties of the higher rank as outlined in Police Service Policy.)

(It is agreed by the parties to this agreement that Article 31.01 becomes effective May 1, 2008.)

Article 32 Overtime List

- 32.01
- a) An overtime list shall be created in order to provide a fair distribution of available overtime to the members.
 - b) The list shall be created by compiling the overtime hours worked by each member (excluding court time).
 - c) When overtime becomes available, the list shall be utilized to determine who will be offered the opportunity to work.
 - d) The member with the lowest number of hours worked to date will be contacted bearing in mind who is off duty and available to work at the time, If that member cannot be contacted or is unavailable to work, then the next lowest qualified member shall be contacted.
 - e) When a member is selected according to the list and works the overtime being offered, those hours shall be assessed to the member's total.
 - f) A member shall not be charged for hours that were refused.
 - g) A member who is absent from work on sick leave or absent from work due to a compensable injury as defined and approved by the Workplace Safety and Insurance Board for a period in excess of thirty (30) days shall be charged with the average of the hours work during his or her absence.
 - h) The responsibility of maintaining the overtime book will be that of management.
 - i) The list will be reviewed and adjusted by management and association in January of each year.
 - j) The overtime book will only apply to overtime available for shift replacement and not for special assignments or when exigent circumstances exist within the organization.
 - k) Any new member shall be placed at the bottom of the list.

Article 33 Duration

33.01 This Agreement shall remain in force and effect for a period of four (4) years from January 1, 2007 and thereafter until replaced by a new agreement, decision or award.

Article 34

OPP Policing

- 34.01 Should the 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 whose 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) three (3) months salary for every year of service or part thereof, but in any event no less than three (3) months salary;
 - b) the full Hospital and Medical Benefit package under this Agreement at the date of termination, to continue for two (2) years from the date of termination, or until the member is re-employed and in receipt of such benefits from the member's new employment.
 - c) an amount of up to \$5,000.00 for education, upgrading or retraining. These funds are for tuition, books and equipment, travelling and living expenses, directly related to education upgrading or retraining. A member seeking education funding must initiate education upgrading or retraining within a period of thirty-six (36) months after date of termination. Once a member has commenced upgrading or retraining the funds will continue to be available for a thirty-six (36) month period.
 - d) Cash pay out of the total number of sick days standing to the credit of each member, based upon the salary rate at the time of termination of employment.
 - e) 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 an RRSP of the member's choice.
 - f) 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.
 - g) 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.
- 34.02 It is specifically understood that any members hired on or before October 15, 2001 shall be 'grandfathered' under Article 34.01. It is further understood that any members hired subsequent to October 15, 2001 shall be covered by the provisions of Article 34.03.

34.03 Should the 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 policing responsibilities for the municipality, each member of the service not offered employment with the Ontario Provincial Police, or whose employment is terminated as a consequence of 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) Three (3) weeks salary at their regular rate of pay for every year of service with the Amherstburg Police Service.
- b) The full Ontario Health Plan Benefits 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 new member's employment, whichever comes first.
- c) The amount of up to five thousand (5,000) dollars for education, upgrading or retraining. These funds are for tuition, books, and equipment, traveling and living expenses directly related to education, upgrading or retraining. The member must commence the education, upgrading or retraining within twelve (12) months of termination as outlined in this Article only. The funds will be available for a thirty-six (36) month period from the commencement of the education, upgrading or retraining.

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 the benefits of this agreement unless such benefits are otherwise provided by the OPP from the date of disbandment. Any member covered by this provision who has not been offered employment with the OPP shall be entitled to all of the applicable severance benefits outlined within this agreement in addition to any other benefits of this agreement.

Schedule "A" Annual Salaries

S-A1	Classification	2007	2008	2009-A*	2009-B**	2010
	Inspector	\$107,068.23	\$109,744.94	\$112,488.56	\$115,019.56	\$117,319.95
	Staff Sergeant	\$ 97,994.65	\$100,444.52	\$102,955.63	\$105,272.14	\$107,377.58
	Sergeant	\$ 87,106.36	\$ 89,284.02	\$ 91,516.12	\$ 93,575.23	\$ 95,446.74
	Sr. Constable >20	\$ 78,032.78	\$ 79,983.60	\$ 81,983.19	\$ 83,827.81	\$ 85,504.37
	Sr. Constable >10	\$ 75,855.12	\$ 77,751.50	\$ 79,695.29	\$ 81,488.43	\$ 83,118.20
	1 st Class Cst.	\$ 72,588.63	\$ 74,403.35	\$ 76,263.43	\$ 77,979.36	\$ 79,538.95
	2 nd Class Cst.	\$ 65,329.77	\$ 66,963.01	\$ 68,637.08	\$ 70,181.41	\$ 71,585.04
	3 rd Class Cst.	\$ 61,700.34	\$ 63,242.85	\$ 64,823.92	\$ 66,282.46	\$ 67,608.11
	4 th Class Cst.	\$ 54,441.47	\$ 55,802.51	\$ 57,197.57	\$ 58,484.52	\$ 59,654.21

S-A2 Inspector is based on 147.5 percent of 1st class constable rate of pay

S-A3 Staff Sergeant is based on 135 percent of 1st class constable rate of pay

S-A4 Sergeant is based on 120 percent of 1st class constable rate of pay

S-A5 Senior Constable (>20 years) classification is based on 107.5 percent of 1st class constable

S-A6 Senior Constable (>10 years) classification is based on 104.5 percent of 1st class constable

S-A7 Any member assigned to work as a detective, for a period of time that exceeds three months, shall be paid a salary premium of 2.5 percent above their current regular rate of pay for the period of time assigned such work. This premium pay shall be paid on a weekly basis.

2009-A* = This salary time period is from January 1, 2009 to June 30, 2009

2009-B** = This salary time period is from July 1, 2009 to December 31, 2009

Schedule B

Uniforms and Equipment

S-B1 Effective January 1st 2001, upon initial hiring as a police officer, each member shall receive the following uniform issue:

- One (1) Pistol
- One (1) Duty Belt
- One (1) Handcuff pouch
- One (1) Pair handcuffs
- One (1) ASP
- One (1) Flashlight
- One (1) Vest
- One (1) Mag Holder with three (3) mags.
- One (1) Pair of surgical gloves and holder
- One (1) Radio holder
- One (1) Uniform Tunic
- One (1) Dress belt
- One (1) Pair uniform dress pants
- One (1) Uniform forage hat
- One (1) Patrol Jacket
- Two (2) Pair of duty pants
- Six (6) Uniform shirts
- One (1) Uniform dickey
- One (1) Vest carrier
- One (1) Summer hat
- One (1) Winter hat
- One (1) Sweater – wool
- One (1) Raincoat
- One (1) Pair of insulated gloves
- One (1) Pair of white dress gloves
- One (1) Pair of uniform boots

Schedule C

S-C1 I PENSION PLAN - O.M.E.R.S.

The Employer shall continue the O.M.E.R.S. basic and supplementary plans, providing benefits as follows:

1. Pension Payable in full on retirement at age 60, with the total pension payable under O.M.E.R.S. and any former pension plan to equal 2% of the Member's highest average 60 consecutive months earnings, multiplied by his years service. Such "credited service" to include "true past service" from the date of joining the Amherstburg Service.
2. An "early retirement" benefit, providing 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.OR
 - b) The Member has completed thirty (30) years of service with the Employer.The contributions of the Members shall be in accordance with the current O.M.E.R.S. schedule for the basic pension, with the total cost of the supplementary benefit to be borne by the Employer.

S-C2 II GROUP LIFE INSURANCE

The Employer will pay the full cost of life insurance for each Member with mutual Life Insurance Company of Canada in the principal amount of twice the annual base salary for such Member.

S-C3 III GROUP HEALTH INSURANCE PLAN

The Board shall pay 100% of the cost of all group health insurance plans listed below for Members, retired Members and their families as hereinafter outlined:

- i. Retirees, meaning for the purposes of this article, former full-time employees who had at least 10 years of full-time service with the Employer who are eligible for a pension under the Ontario Municipal Employees Retirement System hereinafter referred to as O.M.E.R.S. who are eligible for coverage under such group health insurance plans and who have resigned their employment by way of retirement from the Amherstburg Police Service,
 - a) at age 60;
 - b) before age 60, but not on a pension from O.M.E.R.S
 - c) by reason of long-term disability, covered under the LTD plan;It is further understood that a person with one year's service is eligible for an O.M.E.R.S. disability pension, if incapacitated.
- ii. The dependents of full-time employees, retirees and deceased retirees, who are eligible for coverage under such group health insurance plans and for whom application for coverage was made by the full-time employee while working.

S-C4 THE GROUP HEALTH INSURANCE PLANS HEREINBEFORE REFERRED TO ARE AS FOLLOWS:

- a) Ontario Health Insurance Plan, established under the Health Insurance Act, 1972.
- b) Green Shield Supplementary Plan for semi-private hospital care.
- c) Green Shield Apoth-O-Care Plan #3
Green Shield Co-Pay provision \$1.00 under the Green Shield Apotho-O-Care Plan#3
- d) Green Shield Dent-A-Care Plan 100 plus 5
(Orthodontic coverage - \$3,000.00)

- e) Green Shield Vision Care Plan E \$250.00 every two years. Effective January 1, 2010 this will become \$300.00 every two years and include the ability to pay for eye exams out of the total \$300.00 coverage.
- f) Green Shield Extended Health Services Plan T-5 including Out-of-Province coverage and Medex coverage.
- g) Green Shield Nurses Home Plan N1. (agreement 1997).
- h) Green Shield Hearing Aid Audio Plan AT the cost of which shall be paid (100%).
- i) Paramedical Services
 - Chiropractor, Podiatrist, Chiroprapist or Osteopath up to a maximum of three hundred (300) dollars per year per practitioner. In addition massage therapy shall increase to \$15.00 from the present \$7.00 co-pay.

S-C5 IV PSYCHOLOGICAL

Provide psychological coverage of \$1500.00 per calendar year per member, as offered in the Green Shield T5 Psychological Plan.

- S-C6 In the event of a Member's death or the death of a Member who retires on or after January 1st, 2000, the employer shall continue to pay premiums to provide extended health, dental and vision coverage for the Member's/retiree's spouse and dependents, provided they continue to satisfy the requirement for enrolment in the plans, for the earlier of a period of time equivalent to the Members full-time length of service, or when the Member's/retiree's spouse takes a spouse or if the spouse is or becomes actively employed and a benefit plan is available to the spouse at their place of employment.
- S-C7 In the event a Member dies while on duty from other than natural causes, the Board shall continue to pay premiums to provide extended health, dental and vision coverage for the Member's spouse and dependents, provided they continue to satisfy the requirements for enrolment in the plans. Benefits will not continue if the Member's spouse takes a spouse or if the spouse is or becomes actively employed and a benefit plan is available to the spouse at their place of employment.

Schedule D

S-D1 REPRESENTATION:

The President of the Association or his alternate will be allowed to conduct Association business during normal working hours understanding that his/her assigned duties as a Police Officer will take precedence.

IN WITNESS WHEREOF the parties have by their dully authorized officers signed this agreement this _____ day of May, 2008.

For the Amherstburg Police Services Board

For the Amherstburg Police Association

Kirsten Kurzuk, Chair

Shawn McCurdy, President

Frank Cleminson, Vice Chair

Don Brown, Vice President

Wayne Hurst (Mayor)

Viktor Burany

Joe Levack

Steve Ross

John Sutton

Fred Adair

LETTER OF UNDERSTANDING

BETWEEN

THE AMHERSTBURG POLICE SERVICE BOARD

AND

THE AMHERSTBURG POLICE SERVICE

SUBJECT;

Pending changes to the Ontario Municipal Employees Retirement System (OMERS) as they pertain to early retirement benefits for police.

Both parties are aware of ongoing negotiations between OMERS and the Ontario Government dealing with the lowering of required service years from thirty (30) to twenty-five (25) for the purpose of early retirement and with the "Best Years of Service" being changed from five (5) years to three (3) years and the accrual rate changing from 2% per year of service to 2.33% per year of service.

In the event that a change occurs to the OMERS early retirement benefit during the length of this agreement, both parties agree to re-visit Schedule "C" for the purpose of entering into discussions of the previously noted OMERS changes with the intent of reaching an agreement.

IN WITNESS WHEREOF the parties have by their dully authorized officers signed this agreement this _____ day of May, 2008.

For the Amherstburg Police Services Board

For the Amherstburg Police Association

Kirsten Kurzuk, Chair

Shawn McCurdy, President

Frank Cleminson, Vice Chair

Don Brown, Vice President

Wayne Hurst (Mayor)

Viktor Burany

Joe Levack

Steve Ross

John Sutton

Fred Adair