

This agreement made this 1st day of January in the year 2026

Between:

The Chatham Kent Police Service Board
Hereinafter referred to as the "Board"

And

The Chatham Kent Police Association
Hereinafter referred to as the "Association"

Witnessed that;

Pursuant to the provisions of the Community Safety and Policing Act (Statutes of Ontario, 2019, Chapter 1) and amendments thereto,

And in consideration of the mutual agreement and understanding herein,

The parties hereto covenant and agree as follows:

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Article 1: Interpretation

- 1.1 Except where a contrary intention appears, in this Agreement;
- (a) "Calendar Year" means January 1st through to December 31st inclusive;
 - (b) "Chief" means the Chief of Police of the Chatham Kent Police Service;
 - (c) "Civilian Members" are non-sworn members who function in support roles to the Service;
 - (d) "Compressed work week" means ten (10) or twelve (12) hour shifts as referred, unless otherwise specified;
 - (e) "Day" means eight (8) hour day unless otherwise specified;
 - (f) "Lateral transfer" means a member of a particular rank/status, transferred from one job to another within a specific division as defined in Article 18.9;
 - (g) "Member" means any person in the Bargaining Unit but does not include an Auxiliary Members as prescribed in Article 2;
 - (h) "Service" means the Chatham Kent Police Service;
 - (i) "Senior Administration" means Chief of Police and Deputy Chief(s);
 - (j) "Senior Officer" means rank of Inspector (Branch Commander) or higher save and Except the Chief of Police and Deputy Chief(s);
 - (k) "Seniority" means the total length of service of a member with the Service from their first day of hiring, including any period of approved leave of absence, extended sick leave or prolonged disability;
 - (l) "Red Circled" means the salary is frozen until such time as the job class falls within the salary grid of the established grade;
 - (m) "Temporary Transfer" means a transfer within the Service not exceeding six (6) months within a twelve (12) month period;
 - (n) "Tour" means shift worked or scheduled;
 - (o) "Transfer" means a transfer within the Service;
 - (p) "Vacancy" means any unoccupied position in the Service;
 - (q) "Working Days" means any day of the week excluding Saturday, Sunday and Statutory Holidays, unless otherwise specified;
 - (r) "Active Sworn Member" means a sworn police officer who is able to perform the essential duties of a police office as per section 82 of the Community Safety and Policing Act (CSPA);

- (s) "Active Member" means a member actively employed and available to work as required by virtue of their position with the Chatham-Kent Police Service; and
- (t) "Student" Shall mean any temporary member who is a full-time student and who is appointed by the Service to provide support Services.

The Board and the Association agree that wherever applicable in this Agreement, the singular number shall include the plural and the masculine gender shall include the feminine.

Article 2: Recognition and Scope

- 2.1 The Board recognizes the Association as the exclusive bargaining agent for all members of the Service save and except the Chief, and Deputy Chief(s) of Police and Senior Officers as defined in Article 1.1(i) & (j)
- 2.2 The Association agrees that nothing in this agreement shall be construed as imposing any personal liability upon any individual who from time to time is a member of the Board.

Article 3: Management Rights

- 3.1 (a) The Association recognizes that, subject to the provisions of the Community Safety and Policing Act and the Regulations made thereunder by the Lieutenant Governor in Council, it is the exclusive function of the Board to:
- (i) Maintain order, discipline and efficiency;
 - (ii) Hire, discharge, direct, classify, transfer, promote, demote or suspend, or otherwise discipline any member.
- (b) The Board agrees that no member will be dealt with adversely without reasonable cause, and that it will exercise the functions outlined in paragraph (a) in a consistent and equitable manner and without discrimination, consistent with this Agreement, the Community Safety and Policing Act and the Regulations made thereunder 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 Community Safety and Policing Act, or dealt with under the procedures within the exclusive jurisdiction of the Ontario Civilian Commission on Police Services as prescribed in the Community Safety and Policing Act, as the case may be.

Article 4: Association Rights

Association Membership

- 4.1 As a condition of employment, every member shall upon date of hire become a member of the Association.

Association Dues

- 4.2 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 on a bi-weekly basis in conjunction with the normal pay periods or before the 30th day of each month.
- 4.3 When remitting such dues and other amounts, the Board shall provide the Association with the names and classifications of the members from whose pay such deductions have been made, together with the names and classifications of any member who have, since the last payment, ceased to be employed by the Board.

Association Rights

- 4.4 The Association and the members thereof agree they shall observe all Policies and Procedures that govern the Service. Where there is a conflict between the Policies and Procedures that govern the Service and the terms of this Agreement, the terms of this Agreement shall prevail and govern.
- 4.5 The Board agrees that there will be no discrimination, harassment, restraint, interference, intimidation, coercion or threats, directly or indirectly, by any of its representatives against any member of the Association in respect of the member's employment because of the member's membership or activity in the Association, or as a representative of the Association acting on behalf of a member
- 4.6 The Association agrees that there will be no discrimination, harassment, restraint, interference, intimidation, coercion or threats, directly or indirectly, by the Association or its representatives against any member of the Board or its representatives in respect of their involvement or activity on the Board.

Bargaining

- 4.7 The Board agrees to notify the Bargaining Committee or the Executive of the Association at least two (2) working days in advance of any meeting or proposed meeting with them in connection with or relative to this Agreement, grievance procedure or any other matter in which the parties hereto have interest.
- 4.8 The Board and the Association agree, that should it be necessary to refer any or all matters in dispute to arbitration, no person shall be appointed as an arbitrator who directly or indirectly has been a party to or involved in any attempt to negotiate or settle a dispute, unless such appointment is by mutual consent.

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

Article 5: Discrimination and Harassment

- 5.1 The Association and the Board agree that neither shall discriminate against members of the Association. The Association and the Board agree to comply with the Ontario Human Rights Code as amended from time to time.
- 5.2 Any issues arising from either the Association and the Board relating to discrimination and harassment shall be dealt with according to Chatham-Kent Police Service Internal Policy A1.05.006 (Respectful Workplace Procedures).

Article 6: Grievance Procedure

- 6.1 For the purpose of this Article the term working days shall also include the aggrieved member's vacation.
- 6.2 Where a difference between the parties concerns the interpretation, application or administration of this Agreement, including any question as to whether a matter is subject to arbitration, or where an alleged violation affects;
- (a) One or more than one (1) member, or
 - (b) The interests of either party to this Agreement

Either party may initiate and process the grievance on behalf of the aggrieved members or the party concerned, as the case may be.

- 6.3 Subject to sections Community Safety and Policing Act 226 and 227, any difference between the parties concerning the interpretation, application, administration or alleged violation of any of the provisions of this Agreement shall be dealt with as follows:
- Step 1: The aggrieved member, and/or their Association representative must discuss any grievance with the management representative designated in Article 6.6 below to handle grievances at this Step. The management representative shall state their decision orally to the grievor within two (2) working days after the discussion.
- Step 2: If the grievance is not resolved satisfactorily at Step 1, the Association Grievance Committee or its representative may discuss or reduce the grievance to writing and present it within ten (10) working days after the decision has been made at Step 1 to the management representative designated in accordance with Article 6.6 below to handle grievances at Step 2. The management representative concerned shall render a written decision and deliver it to the Association Grievance Committee within a further ten (10) working days of the meeting held to discuss the grievance or, if no meeting is held, within ten (10) working days of the presentation of the grievance at Step 2.
- Step 3: If no settlement is reached at Step 2, the Association Grievance Committee or its representative may, at any time within ten (10) working days of the receipt of the response at Step 2, submit the grievance to the Chief. The Chief or any person whom he has designated to decide the case shall hold a hearing at which one or more members of the Association Grievance Committee or a representative of the Committee may make submissions. Prior to such hearing the grievance may be amended so as to reflect more accurately the issue or issues in dispute. The Chief or the Chief's designee shall render a decision within ten (10) working days following the hearing and notify the Committee accordingly.
- Step 4: If no settlement is reached at Step 3, the Association Grievance Committee or its representative may, at any time within ten (10) working

days of receipt of the decision of the Chief or the Chief's designee, submit the grievance to the Board which shall then fix a time within the next six (6) weeks at which time it will hear submissions from one (1) or more members or representative of the Grievance Committee. The Board will notify the Committee in writing of its decision within ten (10) working days of the hearing.

- 6.4 No matter may be submitted to arbitration which has not been processed through all previous steps of the grievance procedure as defined in this Article, provided however, that the parties may at any time agree to omit one or more steps of the grievance procedure.
- 6.5 The time limits in this Article may be extended at any stage by mutual agreement, but in any event shall be considered directory, not mandatory.
- 6.6 The Board shall provide the Association with a list of the management representatives designed to handle grievances at Step 1 and Step 2 of the Grievance Procedure and shall notify the Association promptly of changes made in the list from time to time.
- 6.7 The Association shall provide the Board with a list of names of members of its Grievance Committee and a list of names of its delegates, their respective Divisions and Units, and shall notify the Board of any changes made from time to time.
- 6.8 No grievance shall be taken to arbitration without the approval of a General Membership Meeting. The Member concerned shall be individually notified of the meeting at which the matter is to be considered and of his right to attend and to make such representation as he wishes to the meeting before the decision is taken. If, after due notification, he fails to attend the meeting, the decision may be made in his absence and shall be final.

Article 7: Arbitration

- 7.1 If no settlement is reached at Step 4 of the Grievance Procedure, or either party chooses to go directly to arbitration at any stage, either party may notify the other of its intention to submit the difference to conciliation and arbitration in accordance with sections 226 and 227 of the Community Safety and Policing, within thirty (30) working days of receipt of the decision of the Board.
- 7.2 The notice shall contain the following:
- (a) A statement of grievance and the remedy sought;
 - (b) The name and address of one or more proposed arbitrators.
- 7.3 The recipient shall, within fifteen (15) working days after receipt of such notices, indicate whether or not it accepts one of the proposed arbitrators and if it does not, then its reply shall contain the name and address of one or more persons whom it proposes as arbitrator. If the parties fail to agree on any arbitrator within a further ten (10) working days, either party may request the Minister to appoint a single arbitrator to hear the dispute.
- 7.4 An arbitration board appointed pursuant to Section 227 of the Community Safety and Policing Act:
- (a) Shall determine its own procedure, provided it gives full opportunity to all parties to present evidence and make representations;
 - (b) May conduct an electronic hearing, at the request of either party, to determine procedural and disclosure matters including:
 - i) Preliminary jurisdictional objections;
 - ii) The exchange of documents;
 - iii) The exchange of witness statements and reports of expert witnesses;
 - iv) The provision of particulars; and
 - v) Other matters of procedure or disclosure.
 - (c) May rectify any clerical or typographical or other error or omission but otherwise shall not have power to alter or amend any of the provisions of this Agreement;
 - (d) May have access, when accompanied by both parties, to view the Board's premises to view locations, working conditions, equipment or operations which may be relevant to the resolution of the grievance; and
 - (e) Shall determine the real issue in dispute according to its merits and shall determine what is just and equitable in the circumstances, and has full remedial authority to fashion appropriate remedies under the Community Safety and Policing Act.

7.5 Each of the parties shall pay one-half ($\frac{1}{2}$) of the remuneration and expenses of the arbitrator.

Article 8: Salaries

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

- (a) Progression through the salary grid as defined in Schedule "A" and "B" shall be on the anniversary date of the member's appointment/hire and subject to continuous satisfactory work performance
- (b) Salary adjustments for all ranks and job classes are as follows:

Schedule A
Sworn Members

January 1st, 2026 – 6%
January 1st, 2027 – 4%
January 1st, 2028 – 4%
January 1st, 2029 - 4%
January 1st, 2030 – 4%

Schedule B
Civilian Members

January 1st, 2026 – 4%
January 1st, 2027 – 4%
January 1st, 2028 – 4%
January 1st, 2029 - 4%
January 1st, 2030 – 4%

8.2 All newly hired employees will be placed in an established job classification/category as defined in the salary schedules.

- (a) The Senior Administration may determine, in a consistent manner, starting salaries in an assigned grade or category based on a candidate's experience level relevant to the job specifications.

8.3 Civilian Job Classifications within the Service have been assigned a Grade. The classification encompassed within the grades are set out in Schedule "C" and annexed hereto and forming part of this Agreement.

- (a) A Civilian member eligible to move to a higher classification resulting from a job posting or promotion shall be paid at the next highest rate in the assigned Grade which is three (3) percent or higher.
- (b) A Civilian member eligible to move to a lower classification resulting from a job posting, shall be paid at the Level that reflects their years of Service.

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

- 8.5 The Board shall make pay cheques available, by way of direct deposit to the bank of the member's choice, prior to the regular banking hours on Friday of each pay period.
- 8.6 Sworn members' salaries shall be calculated as a percentage of the salary for a first class constable.
- 8.7 The Board shall not make any deductions from a member's salary unless authorized by the member, statute, court order, arbitration or this Agreement.

Article 9: Hours of Work

- 9.1 Nothing in the Agreement precludes the Chief of Police or his designate from changing shifts, for just cause, to accommodate the demands of the Service.
- 9.2 All members shall, in every normal workweek have two (2) consecutive days off unless otherwise specified.
- 9.3 A normal workweek for all members shall consist of Monday through Friday unless otherwise specified.
- 9.4 All members may take a lunch period outside of the police building within their deployed district save and except the Communication Centre, provided the member maintains communication with the office during that period unless otherwise specified.
- 9.5 All members shall be entitled to a fifteen (15) minute coffee break in each half of a tour of duty provided that such break does not interfere with operational requirements, unless otherwise specified.
- 9.6 Where applicable, tours schedules shall be posted four (4) weeks in advance.

Sworn Members, Emergency Communications Centre Manager, Special Constables - Community Service, Courts, and Digital Forensics Unit

- 9.7 The normal hours of work for each member shall be a tour of eight (8) hours duty per day for five (5) consecutive days for a total of forty (40) hours per week.
- 9.8 A member, who performs their duties in one period of eight (8) consecutive hours, shall receive one-half (1/2) hour paid lunch.

Civilian Members

- 9.9 The normal hours of work for each member shall be a tour of seven (7) hours duty per day for five (5) consecutive days for a total of thirty-five (35) hours per week.
- 9.10 A member who performs their duties in one period of seven (7) consecutive hours, shall receive one (1) hour unpaid lunch.

Compressed Work Week

- 9.11 The compressed workweek shall not have the effect of increasing costs to the Police Services Board, nor shall it cause any reduction in the entitlements of the Association members under the terms of this Agreement.

12-hour shifts – Community Patrol, Communication Centre

- 9.12 The normal hours of work for each member shall be broken into three rotations; two five (5) day rotations and one four (4) day rotation each working day of the rotation shall be twelve (12) hours of duty.

9.13 The normal shift rotations shall consist of a five (5) day rotation comprised of two (2) consecutive day shifts and three (3) consecutive night shifts followed by four (4) days off; a five (5) day rotation comprised of three (3) consecutive day shifts and two (2) consecutive night shifts followed by five (5) days off; a four (4) day rotation comprised of two (2) consecutive dayshifts and two (2) consecutive night shifts followed by five (5) days off.

(a) Forty-eight (48) hours notice must be given to the member prior to the scheduling of a split shift.

12hr Shift Rotation - 5 - 5 - 4						
Days	Nights	Split	Lunch	Flex		Break
0600-1800 0700-1900	1800-0600 1900-0700	1200-2400 1500-0300 1600-0400	1hr paid	104hr/yr 1/2hr/shift	vacation -8hr/wk	20min 2x per shift

9.14 Flex time to be taken off subject to staffing requirements and/or at the discretion of the officer in charge.

(a) One rotation of flex time may be chosen by the member on the holiday list, circulated after holiday selection has been made.

- (i) The member may supplement their flex time if required by utilizing their training/bank time.
- (ii) This block of flex time shall be guaranteed and is not subject to being cancelled by the Administration or the member.
- (iii) Any time worked by the member during this block of flex time shall be considered as rest days and shall be paid in accordance with Article 11.

9.15 Flex Time Balances shall be handled in the following manner;

- i. In the event that a Member retires, a Member's unused balance of flex time can only be used as salaried time off prior to a Member's retirement date. The amount of flex time will be prorated in the year that the Member retires. Any unused flex time after the Member's retirement date which is unused will be vacated.
- ii. In the event that a Member is terminated, a Member's unused balance of flex time can only be used as salaried time off prior to a Member's termination. Any unused flex time after the Member's termination date which is unused will be vacated.
- iii. In the event a Member resigns, a Member's unused balance of flex time can only be used as salaried time off prior to a Member's resignation date. The amount of flex time will be prorated in the year that the Member resigns. Should a Member

choose to resign before their unused balance of flex time is exhausted that unused balance of flex time will be vacated.

- iv. In the event that an active Member becomes deceased, a Member's unused balance of flex time will be paid out to the Member's estate. The amount of flex time will be prorated based on the date of the Member's death.
- 9.16 All platoon transfers shall be posted a minimum of fifteen (15) working days in advance. Platoon transfers can occur prior to the minimum fifteen (15) working days if mutually agreed upon by both Administration and the affected Member(s).

Community Patrol Branch

- 9.17 Each member will report to his or her assigned district. If re-deployed for their tour of duty, said member will be provided transportation to and from their assigned zone during their tour of duty.
- 9.18 If a member is re-deployed for more than two consecutive rotations, the member will be given time and transportation on duty, to transfer their equipment to their new district where locker facilities will be available.
- 9.19 Each shift will consist of a minimum of fifteen (15) Constables and two (2) confirmed ranking officers and one (1) Special Constable. The officer in charge can give discretionary time off after 0300 hrs, Community Patrol Branch.
- (a) A Sworn Member with less than three (3) month experience on the road and currently under the direct supervision of a Coach Officer cannot be counted towards minimum strength unless mutually agreed up by the Members Coach Officer and the on duty N.C.O.
 - (b) The Special Constables assigned to the Community Patrol Branch do not count toward the minimum.
 - (c) A third N.C.O. on a platoon may be considered as part of the minimum staffing levels as defined in Article 9.18.
 - (d) If the platoon is at the minimum compliment for constables (15) the OIC shall ensure one (1) Special Constable is available. If the platoon is above the minimum compliment for constables, and no Special Constable is available, the OIC may assign a constable to backfill the Special Constable position.

Emergency Communication Centre

- 9.20 Each shift will consist of five (5) ECO's trained in full dispatch competencies and will maintain a complement of four (4) ECO's working in the Communications Centre at all times.
- (a) The ECO with the lowest seniority on an assigned platoon is classified as a shift float position. Their schedule, within a rotation, may be adjusted to meet operational needs. Changes must be subject to posting requirements defined in Article 9.6 or in exigent circumstances for unplanned absences.

For Clarity, in unforeseen circumstances (retirements, sudden departures) or training opportunities, a part-time dispatcher can be used to offset the compliment in the emergency communication centre.

Major Crime Team/Investigative Support Section

9.21 The normal hours of work for each sworn Member assigned to the Major Crime Team and Investigative Support Section shall be a tour of eight (8) hours duty per day for five (5) consecutive days for a total of forty (40) hours per week.

General Investigation Section

9.22 Normal hours of work for each Member assigned to the General Investigative Section shall be a tour of twelve (12) hour shifts and will follow the front-line platoon for the 5-4-5 shift rotation.

12 hr Shift Rotation							
Days	Nights	Split	Lunch	Flex			Break
0700-1900	1900-0700	1200-2400 1500-0300 1600-0400	1hr paid	104hr/yr 1/2hr/shift	vacation -8hr/wk		15 min 2x per shift

Intelligence Section

9.23 Members of the Intelligence Section shall work a forty (40) hour work week.

9.24 Normal hours of work as defined may vary pending assignments or investigations.

9.25 Compressed 35-hour work week – Data Entry Schedule

Days	Nights	Lunch	Flex			Break
0700-1900	2000-0700	1hr unpaid	flex 98hrs			15 min 2x per shift

9.26 The 5th clerk shall work a thirty-five (35) hour week for the purpose of backfilling the absences other data entry clerks. Their schedule may vary pending coverage requirements.

9.27 An HQ administrative clerk may be re-deployed to Data Entry occasionally to cover holidays and sick time as required.

12-hour shift Special Constable Front Line Patrol.

- 9.28 The normal hours of work for each member shall be broken into three rotations; two five (5) day rotations and one four (4) day rotation each working day of the rotation shall be twelve (12) hours of duty.
- 9.29 The normal shift rotations shall consist of a five (5) day rotation comprised of two (2) consecutive day shifts and three (3) consecutive night shifts followed by four (4) days off; a five (5) day rotation comprised of three (3) consecutive day shifts and two (2) consecutive night shifts followed by five (5) days off; a four (4) day rotation comprised of two (2) consecutive dayshifts and two (2) consecutive night shifts followed by five (5) days off.

Special Constable – Front Desk Schedule

12hr Shift Rotation - 5 - 5 - 4						
Days	Nights	Split	Lunch	Flex		Break
0600-1800 0700-1900	1800-0600 1900-0700	1200-2400 1500-0300 1600-0400	1hr paid	104hr/yr 1/2hr/shift	vacation -8hr/wk	20min 2x per shift

9.30 Modified Duties Alternate Response Officers Schedule

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S							
d	d	d	d	d			d	d	n	n	n			a	a	n	n	n			a	a	a	a	a		

- i.) Hours are to be determined by a Member’s medical physician.

9.31 Employee Arrangement – Shift Exchange and Give Away.

(1) A member may be permitted to arrange for a shift exchange or shift giveaway with another qualified member. The employee arrangement cannot interfere with the operational requirements of the Service.

Employee Arrangement is defined as follows:

- (a) Shift Exchange is defined as one member working for another in exchange for a mutually agreeable date.
- (b) Shift Giveaway is defined as one member working for another in exchange for credit time via Bank, Flex, or Training Time.
- (c) Original Member is defined as the member who initiated the request for the employee arrangement.

- (d) Unreliability is defined for the purpose of Article 9.31 as a member who does not meet their obligation under the employee arrangement on any one occasion in a calendar year.
- (2) A member may make a shift exchange or giveaway to another qualified member as follows:
- (a) Employee arrangement must be authorized by their Supervisor,
 - (b) Each member must agree to the employee arrangement
 - (c) Dates of the shift(s) involved in the arrangement are to be provided at the time of the request
 - (d) Each member is responsible for their own shift coverage. If the employee arrangement falls through, the original member whose shift that was to be covered, is responsible for their shift coverage,
 - (e) In the event the Service has to cover a shift as a result of an employee arrangement that has failed; the cost incurred for coverage will be levied against the original member's Bank Time,
 - (f) At the discretion of the Chief of Police or his designate, a member may lose their privilege to make employee arrangements based on unreliability.

Records Management Section Schedule

9.32 The normal hours of work for each Member shall be a tour of seven (7) hours duty per day for five consecutive days for a total of thirty-five (35) hours per week. Civilian Members may be scheduled to work rotating shifts, which may include transitions between day, afternoon and night shifts.

Article 10: Shift Premiums

10.1 Each member of the Service assigned to work rotating shifts (i.e. required to change from one shift to the other) shall be paid the following shift premiums, in addition to his annual salary. Payment for shift premium shall be made bi-weekly.

Effective January 1, 2026

(a) **AFTERNOON SHIFT** (shift beginning between 12:00 noon and 5:00 p.m.)
\$0.30 per hour for shift hours worked.

(b) **NIGHT SHIFT** (shifts beginning between 5:00 p.m. and 4:00 a.m.) \$0.45 per hour for shift hours worked.

Effective January 1, 2028

(a) **AFTERNOON SHIFT** (shift beginning between 12:00 noon and 5:00 p.m.)
\$0.35 per hour for shift hours worked.

(b) **NIGHT SHIFT** (shifts beginning between 5:00 p.m. and 4:00 a.m.) \$0.50 per hour for shift hours worked.

Article 11: Overtime

- 11.1 Overtime shall be deemed to be any time a member is required to work before or after the normal tour of duty, provided the time worked is continuous to or beyond the normal tour of duty.
- 11.2 Notwithstanding article 11.1 outside of the continuous work scope, a member with a pre-arranged meeting/event or circumstance outside of the time frame set out in Article 9.6 or the Members continuous work scope shall be paid at the rate of overtime listed in article 11.3. Members required to return to work in circumstance that are unforeseen are to be compensated at the rate of pay outlined in article 13.1 of this agreement.
- 11.3 The overtime a member works, provided it is of at least fifteen (15) minutes duration, shall be credited to the member for the total overtime so worked including the first fifteen (15) minutes and shall be calculated at the rate of one and one-half (1 ½) times the hourly rate, including any premiums the member received for the normal tour the member worked that day.
- 11.4 When a member completes a period of overtime as hereinbefore defined, the member shall have the option to receive pay for said hours worked, or bank their hours worked in accordance with Article 12. Said preference to be noted on the member's overtime slip.
- 11.5 Any overtime slip that is in dispute shall be returned to the affected member for correction or response.
- 11.6 Overtime would exclude the fifteen (15) minutes prior to the tour of duty for familiarization of the shift duties.
- 11.7 Overtime shall not include courses taken at the Ontario Police College or the Canadian Police College.
- 11.8 Overtime shall be distributed as fairly and equitably as possible among members of each unit.
- 11.9 Overtime shall be calculated at an hourly rate. Hourly rate is calculated based on the member's salary in a calendar year consisting of fifty-two (52) weeks of forty (40) hours each or at thirty-five (35) hours, where applicable.

Article 12: Bank Time

- 12.1 Sworn and civilian members have the option to accumulate bank time from either overtime worked or court time.
- 12.2 Periods of overtime, which a member has elected to bank, shall be calculated in accordance with Article 11, 13 and 14.
- 12.3 Sworn members shall maintain a balance of twenty (20) hours.
- 12.4 All members can bank a maximum of one hundred forty four (144) hours, after which the member shall receive payment of overtime.
- 12.5 All bank time can be carried from year to year.
- 12.6 At the request of the member, accumulated bank time may be taken as payment or time. Time off shall be granted at the discretion of the officer in charge subject to staffing levels.
- 12.7 The officer in charge shall have the option of allowing officers off on bank time, subject to staffing levels, at 0300 hours on the night shift, should the member be scheduled to appear in court that day.
- 12.8 A member can make a written request for payment of their accumulated bank time at their discretion.
- 12.9 Each member will receive an audit of their bank time the second pay period in November of each calendar year.
- 12.10 Transferring of Bank Time from member to member is normally prohibited unless the transfer of time is for the intended purpose of compensation to another member for shift coverage in accordance with article 9.31. Bank Time cannot be transferred from member to member until the shift coverage is completed.
- 12.11 Any other transfer of Bank time shall be upon written request with supporting rationale and will be considered on a case by case basis by the Chief of Police and the President of the Association.
- 12.12 Bank Time Balances shall be handled in the following manner;
 - i) In the event that a member retires, a member's unused balance of bank time may be cashed out or used as time off prior to the retirement date of the member.
 - ii) In the event that a member is terminated, a member's unused balance of bank time will be paid out to the member during their final pay period as per the Employment Standards Act.
 - iii) In the event that a member resigns from the Service, a member's unused balance of bank time will be paid out to the member during their final pay period as per the Employment Standards Act.
 - iv) In the event that an active member becomes deceased, a member's unused balance of bank time will be paid out to the member's estate.

Article 13: Call Back/On Call

Call Back

- 13.1 A member who completes a tour of duty and who is thereafter, except as described in Article 11.2, during off duty hours and before the member's next scheduled shift, recalled to duty due to an unforeseen or unplanned circumstance or event, the member shall be paid for each such call back the greater of:
- (a) One and one-half (1 ½) times the hourly rate of the pay for each hour or part thereof; or
 - (b) Six (6) hours calculated at straight time.
- 13.2 A call back to duty during annual vacation or statutory holidays shall be paid the greater of:
- (a) Two (2) times the hourly rate of pay for each hour or part thereof; or,
 - (b) Eighteen (18) hours calculated at straight time
- 13.3 A member who is contracted by phone to provide information relevant to their duties, but not required to report for duty, shall be paid one hour calculated at straight time.

Call In

- 13.4 Any member who is required by the virtue of their duties issued a cell phone or pager and required to be available for "call in" may be called to active duty, shall receive one (1) additional week; forty (40) hours or thirty-five (35) hours as the case may be, time off in lieu.
- (a) Time off to be selected on the annual holiday list once all initial holiday selection has been made by the members and prior to the conditions of Article 9.14.
 - (b) Groups designated as "on call" shall include the following:
 - i) Emergency Response Team
 - ii) Major Crime Team
 - iii) Intelligence Section
 - iv) Emergency Communications Centre Manager
 - v) Health and Wellness Coordinator

On Call

- 13.5 Any Member who is required by virtue of their duties issued a cell phone or pager and required to be available "on call" on a rotating basis and may be called to active duty, shall receive one (1) additional week; forty (40) hours or thirty-five (35) hours as the case may be in time off in lieu.
- (a) Time off is to be selected on the annual holiday list once all initial holiday selections have been made by the Members and prior to the conditions of Article 9.14
 - (b) A member designated as "on call" shall receive an additional twenty dollars (\$20) for every day they are required to be on call.
 - (c) Groups designated as "on call" shall include the following:
 - i) Information Systems Technician and Coordinator
 - ii) Forensic Identification Unit
 - iii) Traffic Unit
 - iv) Canine Unit
 - (d) An individual Member who by the virtue of their duties is "on call" and who has no additional coverage within the Chatham Kent Police Service while "on call" shall, for the purposes of Article 31, have their rest days before and after their annual leave days deemed part of their vacation or annual leave. An individual Member shall not be "on call" during this time unless the individual Member provides written notice stating otherwise.

"On Call" duty means that the member is available at the member's home or elsewhere to be called back to active duty. It is the responsibility of the member performing on call duty to assure that the member may be contacted in order to be able to report for active duty within a reasonable period of time, being no more than one hour.

"Pager" for the purpose of this Section shall include any electronic device utilized for paging purposes for the purpose of being on call.

Article 14: Court Time

- 14.1 In this Article, Court or Courts shall mean all courts of law and shall include a coroner's inquest, civil trial, examination of discovery, or Community Safety and Policing Act trial and any other tribunal, inquiry or hearing a member is required to attend as a result of his service to the Police Service. Court time shall mean the required attendance of a member as a witness in court as herein defined during a member's off shift hours, rest days or annual or statutory leave. This benefit shall not apply to a defendant in a or Community Safety and Policing Act trial nor to a defense witnesses in a or Community Safety and Policing Act trial. However, if members are required to attend as defense witnesses in a or Community Safety and Policing Act trial. This paragraph shall not apply to any litigation where a member is involved in a personal capacity. Any monies received by a member as conduct money or witness fees shall be paid to the Police Service.
- 14.2 When a member by virtue of his duties or in response to a subpoena to attend court is required to travel to another municipality, such member's hours of court duty shall commence at a time to be determined by the member's senior officer and shall continue until the member has completed his court appearance and returned to Police headquarters. The time spent in travel and court attendance only, shall be applicable under Article 11 of the current agreement to determine the hours of court duty and upon return to the Police Headquarters the member shall be marked off duty by his senior officer. Verification of the time of completion of the court appearance shall be made by an official of the court where appearance is made. All sections of Article 11 shall apply to determine hourly rate of pay.
- 14.3 Court sitting to mean:
- A sitting of the courts in the morning until noon adjournment; or
 - A sitting of the courts in the afternoon until the sitting is adjourned for the day.
- 14.4 Reimbursement for court time during a member's off-shift hours and leave days shall be paid on a basis of one and one-half times (1 ½) his hourly rate of pay calculated on the basis of a working year consisting of 52 weeks of 40 hours each, and each member shall have the option of receiving either pay for such court time or time off, proportionately in lieu thereof, such time off being assigned at the sole discretion of the Chief of Police or his designate.
- 14.5 A minimum of three (3) hours at time and one-half (1½) shall be credited for a court sitting.
- 14.6 Four (4) hours time, at time and one half (1½) shall be credited if in continuous attendance at a court sitting for three hours and fifteen minutes, on the same terms as set forth in the preceding paragraph.
- 14.7 A minimum of four (4) hours, calculated at one and one half (1½) times his hourly rate of pay which shall be on the basis of a working year consisting of 52 weeks of 40 hours each, shall be credited each member required to appear in court, if such member has completed a tour of duty within eight (8) hours of the scheduled court sitting.

- 14.8 Should a member be required to appear in court on his annual leave day which does not include off-shift hours save and except off shift hours that fall on either side of a Member's annual leave, such member shall be credited with an additional two (2) hours, calculated at one and one-half (1½) times their hourly rate of pay which shall be based on a working year consisting of 52 weeks of 40 hours each.
- 14.9 Should a member be required to appear in court during his annual or statutory vacation, such member shall be credited with twelve (12) hours pay at one and one-half (1½) times their hourly rate for each day or part thereof in attendance.

Members required to attend court while on annual or statutory leave shall be compensated in accordance with the agreement only for those days scheduled for annual or statutory leave. The regular "days off" shall be compensated for as regular off duty court appearances and not as a court appearance while on annual or statutory leave except where two consecutive tours of duty are taken as leave, in which case the days off between blocks of leave shall be deemed to be an appearance while on annual or statutory leave.

- 14.10 Should a member be advised of the cancellation of his court appearance on the date it is so scheduled during their off duty hours or leave days, such Member shall be credited with a court sitting as set out in Article 14.5.
- 14.11 All changes in court time benefits are to become effective upon execution of this contract.
- 14.12 A member that has retired on pension shall be entitled to four and one half (4 ½) hours pay at straight time rates at the current rate of a first class constable, less the prevailing witness fee payable under the provisions of the Administration of Justice Act regulations for each day the member is required to attend court to give evidence on a matter arising out of their duties as a police officer.
- 14.13 The Service will make every effort to give a member forty-eight (48) hours notice prior to that member being required to attend court.
- 14.14 If you attend Court for an afternoon sitting at the request of the Crown Attorney or their designate the member will only be required to report for night shift at 22:00hrs at no cost to the member.
- 14.15 If a member is required to attend court for a morning sitting at the request of the Crown Attorney or their designate and if operational needs deem it able to. An officer in charge may allow a member to report for night shift until 0300hrs.
- (i) The member can elect to use their own time to cover the difference of their shift, and be permitted submit to overtime during their court sitting as stated in Article 11.
 - or**
 - (ii) The member can elect to have the remaining hours of their shift come at no cost to the member. However, the member will attend the morning sitting of court without submitting an overtime card.

Article 15: Out of Town Assignments/Court

- 15.1 Where a member is required to carry out an assignment or attend court outside the Municipality of Chatham-Kent the member shall be paid:
- (a) In accordance with the Salary, Hours of Work, Overtime and Court time provisions of this agreement for the time the member is actually performing the duties of such assignment, inclusive of travel time.
 - (b) Meal expenses shall be paid in accordance with Service policy and may vary subject to approval of the Chief of Police or his designate.
- 15.2 When a member attends court in another municipality as provided in 14.2, the member shall collect from the court all fees and expenses payable pursuant to the Regulations passed under the Administration of Justice Act and the member shall reimburse the mileage to the Service upon their return, if a Service vehicle is used.
- 15.3 Articles 15.1 and 15.2 does not apply to educational or work enhancement opportunities as outlined in Article 26 of this Collective Agreement.

Article 16: Service Pay

16.1 Each civilian member of the Service, shall be entitled to Service Pay in recognition of the years of service to the Service. Service pay shall be paid as outlined below upon completion of the following years of service and paid on the second pay period in November of each calendar year.

January 1, 2027

Years Complete	Entitlement
5-9	\$500
10-19	\$800
20-29	\$1,000.00
30+	\$2,000.00

January 1, 2029

Years Complete	Entitlement
5-9	\$600
10-19	\$900.00
20-29	\$1,200
30+	\$2,200.00

Article 17: Experience Pay

- 17.1 Experience pay shall be calculated based on a first-class constable's salary and will be paid to all active sworn members covered under this collective agreement. Experience pay shall be considered basic pay for the purpose of pension contributions and premium calculations inclusive of overtime, annual/statutory leave, maternity/parental leave, sick leave/pay outs, LTD and court time.
- 17.2 Experience pay shall include all sworn police experience within Canada, at the discretion of the Chief of Police based on the experience of the individual.
- 17.3 Active sworn members shall receive experience pay for their years of service in policing in addition to their annual salary as defined in Schedule A. Experience pay shall be on the commencement of the qualifying year. For clarification, this will occur on the active sworn members anniversary date of becoming a 4th class constable. Payment as follows;
- (a) Three percent (3%) at (10) years of service;
 - (b) Six percent (6%) at fifteen (15) years of service;
 - (c) Nine percent (9%) at twenty-three (23) years of service.

Article 18: Promotions, Transfers and Job Postings

- 18.1 The Association will appoint a member to sit on selection panels for promotions, transfers and all job postings as an observer only. This includes the process for external postings where internal candidates have applied.
- 18.2 The Association will receive minimum three (3) working days notice in advance of all selection panel interviews.
- 18.3 Any member entering the promotion, transfer and job posting process shall be treated in a fair, non-arbitrary manner consisting of an objective evaluation of the relevant skills, abilities and competencies of the members who apply for such positions.
- 18.4 Where a vacancy occurs or a new position is created or where an appointment is to be made to a position on account of sickness, vacation or other cause and such appointment may provide promotion for any member, notice shall be posted for a minimum of 15 working days. A copy of the notice shall set out the deadline for applications, the job description of the position, the selection process, the qualifications required, the wage rate, and the person to whom applications shall be delivered. Receipt of each application shall be acknowledged in writing to the applicant.
- (a) When an appointment is made to a Staff Sergeant or Manager position on account of sickness, vacation or other cause and said absence is anticipated to be greater than six (6) months, Article 18.4 will be applicable.
 - (b) At the conclusion of the job posting process, each successful candidate; save and except as defined in 18.12(e); shall be placed on a list, in descending order. Said list shall remain effective for sixty (60) days of the list being named as defined in 18.4(c).
 - (c) All successful candidates from a job posting must be named to the list within fifteen (15) working days from the date of the last interview. The successful candidate for the original job posting must be named within the sixty (60) day period described in 18.4(b).
 - (d) If another vacancy occurs from within the same job posting as defined in 18.4(b) the next successful candidate may be pulled from the current list in accordance with 18.4(b).
 - (e) If another vacancy occurs from within the same posting after the designated time as defined in 18.4(b) a new job posting process must be commenced
 - (f) In the event of a reduction in a job class as defined in Schedule "D" Civilian Job Classes where a job class Member is to be displaced as a result of a job elimination and there is a known vacancy; current/pending or otherwise withing the same job class, where the displaced Member meets the minimal qualifications specified for the vacant job in question then Article 18.4 shall not apply and the displaced member shall assume

the position. In the even that there are multiple vacancies in the same job class then Article 18.4 shall apply.

- (g) A vacancy in the application of 18.4(f) shall be a vacancy to an existing job class or a newly created job within the same class only. Further, the term vacancy shall be applied in consideration of subsection 18.4(f) to mean current, known, or pending vacancy within a six-month period from the date the Chief of Police approved the elimination of a job class governed by the Collective Agreement

18.5 Where a vacancy, including a promotion, transfer, or new position is to be filled, the selection process will commence within fifteen (15) days of the job posting closing date with written notice to each applicant.

18.6 The accredited point system for promotions, transfers or job posting process shall be set out in policy and shall be agreed upon by both the Administration and the Association.

- (a) Any changes to the policy will be done in consultation with the Association including final draft, prior to being submitted to the Board for final approval.

18.7 All vacancies, including promotions, transfers, and new positions, shall be filled on the basis of qualifications and abilities for the position. When qualifications and abilities are equal between two (2) or more applicants, seniority shall be the determining factor. Similarly, when the qualifications and abilities are equal at the conclusion of the selection process between a member and non-member, then the member shall have priority over the non-member.

18.8 Constable duties, other than Community Patrol, shall be considered preferred positions. Therefore, vacancies and transfers of such positions shall be filled in accordance with Article 18.

18.9 Article 18 does not apply for lateral transfers within a division defined as follows:

- (a) Community Patrol: Uniform Platoon assignment
Platoon NCO
- (b) Major Crime Team
- (c) General Investigations, Investigative Support
- (d) Intelligence Section
- (e) Canine Unit
- (f) Traffic Unit, Marine Unit
- (g) Community Mobilization Unit, Mobile Crisis Response Team, Youth Coordinator
- (h) Court Services Section
- (i) Quartermaster/Exhibit Coordinator
- (j) Forensic Identification Unit
- (k) Records Management Section
- (l) Property Coordinator
- (m) Analytics and Power Case Coordinator, Crime analyst
- (n) Administrative Assistant -Office of the Chief
- (o) Executive HR Coordinator

- (p) Information Systems Technician, Information Systems Technician (Data Analyst)
- (q) Special Constable – Front Desk/Patrol, Special Constable – Court Services Section, Special Constable – Community Mobilization Unit
- (r) Logistic Coordinator
- (s) Emergency Communication Centre
- (t) Staff Sergeant in Investigative Support Branch, Staff Sergeant in Community Patrol Branch, Staff Sergeant in Administrative Support Branch, Staff Sergeant in Operational Support Branch and / or Office of the Chief.

• These divisions are defined for contractual purposes only and not necessarily a reflection of day-to-day operations.

18.10 All vacancies to civilian positions in a Supervisory or Management capacity shall be filled in accordance with Article 18.

18.11 A position that is filled on a temporary assignment of one or more members to the position for more than six (6) months, in a twelve (12) month period, shall be posted and filled in accordance with this Article. Unless an extension is mutually agreed between the Association and the Chief of Police or his designate.

Promotional Process

18.12 All promotions for sworn and civilian members as defined in Article 18.8 and 18.9, including new positions, shall be filled by a promotional process as follows:

- (a) All members shall be informed by way of a job posting, that vacancies and new positions shall be filled by a scheduled promotional process, the schedule of the promotional process, and the process for applicant to apply for promotion.
- (b) The evaluation of each applicant for promotion shall result in an assessment in accordance with policy of the applicant as “qualified for promotion” or “not qualified for promotion”, irrespective of the number of applicants or the number of vacancies or new positions available or that may become available in the future. Said assessment shall be acknowledged in writing to the applicant.
- (c) The applicant assessed as not qualified for promotion, shall be informed of the reasons they were found not qualified for promotion. Such applicant may also be provided with suggestions to assist the applicant to become qualified for promotion in the future.
- (d) Each applicant who completes the promotional process and who receives a mark that is equal to or greater than a predetermined pass mark shall be considered qualified for promotion and is thereafter a candidate for promotion. Such status shall be acknowledged to the applicant in writing.
- (e) Each successful candidate for promotion shall be placed in a promotional pool for promotion to the rank of Inspector, Staff Sergeant/Detective Sergeant, Sergeant/Detective, respectively or for civilians; Supervisor or Manager.

- (f) The annual promotional pool shall be posted as a Routine Order by November 1st in each calendar year, to be effective from January 1st to December 31st of the year following the competition of the promotional competition.
- (g) If a vacancy occurs and is not filled prior to the expiry of the promotional pool as defined in Article 18.12(f) candidates will be chosen from the most current promotional pool prior to expiry.
- (h) If the current promotional pool as defined in Article 18.12(f) is exhausted, a new promotional process may be commenced and a new promotional pool may be created and will expire December 31st in the given calendar year.
- (i) A new promotional pool may not be used unless the previous promotional pool for that rank has been exhausted or expired in accordance with Article 18.12(f).
- (j) If no member is qualified for an identified promotional pool, the employer reserves the right to select an individual based on abilities, qualifications, education, and needs of the service.

18.13 A member writing a promotional exam shall have their highest valid exam mark prevail.

18.14 The employer retains the sole and exclusive right to determine when positions are posted internally or externally, or concurrently through both channels. These rights shall be exercised in a manner consistent with the needs of the service.

Article 19: Acting Rank or Position Pay

- 19.1 A member who is assigned to perform the duties of a higher rank or position with a higher rate of pay for a minimum of three (3) hours during a given shift, shall be compensated at the rate of pay for that higher rate or position, save and except relieving for lunch as defined in Article 9.
- 19.2 Where a member is assigned to perform the duties and responsibilities of a position or rank not covered by this Agreement, the member shall retain the member's rights and obligations under that Agreement.
- 19.3 Members assigned to Acting Sergeant rank, shall not be left as officer in charge of the Station during their tour of duty.
- 19.4 There must be two confirmed ranking officers on duty before an acting rank can be deployed on a platoon.

Article 20: Clothing Allowance

20.1 A sworn member of the Service required to carry out their duties in plainclothes shall receive a clothing allowance as outlined below in each calendar year, such allowance shall be reimbursed to the member at the beginning of each calendar year.

Major Crime Team
General Investigators
Investigative Support Section

Intelligence Section
Mobile Crisis Response Team

- 1 Jan 2026 = \$1,550
- 1 Jan 2027 = \$1,600
- 1 Jan 2028 = \$1,650

- 1 Jan 2026 = \$1325
- 1 Jan 2027 = \$1350
- 1 Jan 2028 = \$1375

20.2 A sworn member who is required to provide and wear ordinary clothing as part of their regular duties, after forty (40) hours of continuous duty in one calendar year, shall receive three dollars and ninety cents (\$3.90) for each day, or portion thereof, up to the plainclothes allowance defined in Article 20.1. This article does not apply to members who are on accommodated duties and are unable to wear their issued uniform.

20.3 Members whose uniforms or clothing are soiled or damaged due to the unusual circumstances in the line of duty, shall be entitled to have their clothing dry cleaned or repaired at the expense of the Board, on requisition of the Chief of Police or his designate.

20.4 Any Member who is newly and permanently assigned to the Major Crime Team, General Investigations Section, Investigative Support Section and Intelligence Section shall receive a one-time clothing purchasing assessment to the amount of five hundred (\$500) in addition to the Member's annual clothing allowance listed in Article 20.1

Article 21: Specialist Pay

- 21.1 All percentage increases awarded in this article are over and above the regular annual salary in a Calander year.
- 21.2 An Active Sworn Member working in a full-time capacity in the Traffic Unit, Intelligence Section, Vulnerable Persons, Internet Child Exploitation, and the Forensic Identification Unit shall be compensated as follows:
- (a) Shall receive one (1) percent on the commencement of their first year and an additional three (3) percent at the commencement of their second year, for a total of four (4) percent;
 - (b) The Sergeant in charge of the Patrol Support Section, and the Intelligence Section Shall receive one (1) percent at the commencement of their first year, and an additional one (1) percent at the commencement of their second year, for a total of two (2) percent;
 - (c) The Special Constables in the Forensic Identification Unit and the Digital Forensic Unit shall be compensated in the same manner as stated in 21.2 (a); and
 - (d) An Active Member returning to one of these specialty unit within two years shall be accelerated through the Specialist Pay increases. Shall receive 1% on the commencement of their first year and an additional 3% at the completion of six months.
- 21.3 An Active Sworn member working in a full-time capacity in the Major Crime Team shall be compensated as follows:
- (a) Shall receive one (1) percent on the commencement of their first year, an additional three (3) percent) at the commencement of their second year, and an additional one (1) percent at the commencement of their third year for a total of five (5) percent;
 - (b) The Sergeant in charge of the Major Crime Team shall receive one (1) percent at the commencement of their first year, and an additional one (1) percent at the commencement of their second year, for a total of two (2) percent; and
 - (c) An active sworn Member returning to one of these specialty units within two years shall be accelerated through the Specialist Pay increases. Shall receive 2% on the commencement of their first year, an additional 2% at the completion of six months and an additional 1% at the completion of one year.
- 21.4 An Active Sworn Member working in a full-time capacity in the Community Mobilization Unit, Use of Force Trainer, and the Emergency Response Team, Shall receive one (1) percent on the commencement of their first year, and an additional two (2) percent at the commencement of their second year for a total of three (3) percent; and

- (a) The Sergeant in charge of the Use of force Trainers, and Emergency Response Team Shall receive one (1) percent at the commencement of their first year, and an additional one (1) percent at the commencement of their second year, for a total of two (2) percent;

21.5 General Investigations, and the Canine Unit shall be compensated as follows:

- (a) Shall receive one (1) percent on the commencement of their first year, and an additional one (1) percent at the commencement of their second year for a total of two (2) percent.

21.6 A Member designated by the Chief of Police as a Scenes of Crime Officer, Intoxilyzer Technician, Drug Recognition Evaluator shall receive one percent (1%) per annum and will cease upon that Member attaining the rank of Sergeant or above.

21.7 Each Member of the Service who is a Member of the Canine Unit shall receive the sum of one half (1/2) hour per day worked including vacation days which shall be added to the Member's training bank for the care, maintenance and housing of the animal in such Member's care in accordance with the requirements of the Board.

Article 22: Paid Duty

- 22.1 "Paid Duty", is duty performed by a member apart from their regular duty, at the request of and paid for by individuals, corporations or other organizations and sanctioned by the Chief or the Chief's designate.
- 22.2 "Paid Duty" shall be voluntary and shall be distributed as fairly and equitably as possible among those members of each unit willing to undertake such duties.

Article 23: Clothing and Equipment

23.1 Each Member of the Service required to wear an issued uniform shall be provided with all necessary equipment and clothing that is required by the Service in the efficient discharge of responsibilities while at work and any relative duty. Such clothing and equipment shall be replaced or repaired as often as required.

23.2 The following equipment and clothing shall be issued as specified:

(a) Uniform Members Upon Hiring Shall receive:

- 4 Uniform Shirts – 2 Long Sleeve & 2 Short Sleeve
- 4 Uniform trousers
- 4 Black T-shirts
- 2 neck dickeys
- 2 pairs of boots – to include Summer/winter/all season
- 1 dress tunic
- 1 pair of dress shoes
- 1 forged cap
- 1 baseball hat
- 1 toque
- 1 pair of winter gloves
- 1 multi season coat
- 1 dress tie
- 1 1 ½ inch black Velcro trouser belt
- 1 sweater
- 1 flashlight
- 1 pair of search gloves
- 1 set of thermal under garments (shirt and pants)
- 1 radio ear piece

(b) Uniform members, shall be able to replace the above equipment “as needed” upon the approval of their supervisor.

(c) Communication Centre Upon Hiring Shall receive

- 4 Uniform Shirts – 2 Long Sleeve & 2 Short Sleeve
- 4 Uniform trousers
- 1 pair of service issued footwear

(d) Communications Centre members shall be able to replace the above equipment “as needed” upon arrival of their supervisor.

(e) Quartermaster, Property Coordinator, Logistics Coordinator, Forensic Identification unit

- coveralls as needed
- police footwear as needed

- 23.3 Notwithstanding article 23.2 (a), a sworn member may, at no cost to the member, upgrade their allocation of 2 pairs of boots, and receive 1 pair of higher quality all season boots. To a maximum of \$450. This boot is to be replaced under the terms of article 23.2(b).
- 23.4 The Board shall pay for personal items requiring repair or replacement, including glasses and watches (watches to a maximum of one hundred (\$100) dollars accompanied by a receipt) if damaged as a result of carrying out police duties.
- 23.5 The Clothing and Equipment Committee may consider the design, style, quality and standard of any item of clothing and equipment. No change shall be made in any such item and no tender shall be invited for or purchase made of any such item unless it has first received consideration by the committee.
- a) The Clothing and Equipment Committee shall be comprised of six (6) members of the Service as follows:
- i) One (1) Senior Administration
- ii) Two (2) Senior Officers
- iii) Three (3) Association members, appointed at the discretion of the Association

Protective Vests

- 23.6 All Members, required by Policy and Procedures for the Service, shall be issued body armour that meets or exceeds the appropriate Ministry body armour Standard. Body armour shall be:
- (1) Tailored to each individual Member;
- (2) Replaced every five (5) years or earlier if required;
- (3) Have vest holders replaced as required.

Article 24: Cleaning Allowance

- 24.1 Each police officer shall be entitled to have two (2) uniforms, and in the case of plain clothes officer, two (2) suits or two (2) pairs of slacks and two (2) jackets, dry cleaned once in every month at the expense of the Board.
- 24.2 Emergency Communication Operators, including supervisory staff members, shall be provided or entitled to cleaning vouchers equal to a value of sixty dollars (\$60.00) per calendar year to allow one uniform cleaning per month at present rates. Uniform will consist of pants and shirt, or skirt and blouse.

Article 25: Training

- 25.1 The Board and the Association agree to a maximum of five (5) eight (8) hour training days calculated at time and a half (1½) to a maximum of sixty (60) hours training bank for the purpose of in-service Training initiatives.
- 25.2 Training bank time to be exhausted in each given calendar year, not to be carried from year to year.
- 25.3 All training will be conducted on duty for members, save and except as defined in Article 25.1.
- 25.4 The Association does not oppose voluntary work related training measures offered and approved by the Service for the betterment of the Members, to which Members have the option to attend on their own volition and are credited to their training bank at straight time.
- (a) Training time defined in Article 25.4 shall be over and above the time defined in Article 25.1.
- (b) Transferring of Training Time from Member to Member is normally prohibited unless the transfer of time is for the intended purpose of compensation to another Member for shift coverage in accordance with article 9.28.

Any other transfer of Training time shall be upon written request with supporting rationale and will be considered on a case by case basis by the Chief of Police and the President of the Association

Recruit Training – Ontario Police College

- 25.5 Members will be responsible to obtain any required medical clearances from the Member's physician(s) in order to attend the Ontario Police College or any other training facility at no cost to the Member.

Emergency Response Team (ERT)

- 25.6 For those Members attending in-service ERT training on a day off shall receive time for time in their training bank:
- (a) ERT training time shall be exhausted in each calendar year, not to be carried from year to year. ERT training time defined in Article 25.9 shall be over and above time defined in Article 25.1

Training of Members – Travel Expenses

- 25.7 Members attending recruit training at the Ontario Police College are required to pay the current fee for the said program if applicable.
- 25.8 If available the Municipality of Chatham-Kent may provide financial assistance by way of personal loan to the individual member to pay the said fees for the recruit training program at the Ontario Police College if applicable.

25.9 Members shall receive a traveling expense at the most current Municipal rate, covering mileage to attend and to return from the training facility if located outside of the Municipality of Chatham-Kent if driven each week for the duration of the course, for whoever is driving. Management reserves right to determine mode of transportation for all travel related to attending training.

(a) Article 25.9 does not apply to cadets that are attending for Basic Constable Training.

25.10 A Member's travel time outside of the area policed by the Municipality of Chatham-Kent shall be incorporated as part of their hours of duty on a travel day to and from a training facility, any overage will be considered training time.

25.11 A Member required to travel outside of the area policed by the Municipality of Chatham-Kent for the purpose of training shall have eight clear hours (8hrs) off duty before being required to travel for training at no cost to the Member. A Member shall also have eight clear hours (8hrs) off duty before reporting back from training to regular duty at no cost to the Member.

25.11 Members required to travel outside the area policed by the Municipality of Chatham-Kent for the purpose of training or out of town assignments shall be compensated a per-diem as outlined in Article 26 of this Collective Agreement.

25.12 Training Time Balances shall be handled in the following manner;

- i. In the event that a Member retires, a Member's unused balance of training time can only be used as salaried time off prior to the date of the Member's retirement. Any unused training time after the Member's retirement date which is unused will be vacated.
- ii. In the event that a Member is terminated, a Member's unused balance of training time can only be used as salaried time off prior to the date of the Member's termination. Any unused training time after the Member's termination date which is unused will be vacated.
- iii. In the event a Member resigns, a Member's unused balance of training time can only be used as salaried time off prior to a Member's resignation date. Should a Member choose to resign before their unused balance of training time is exhausted that unused balance of training time will be vacated.
- iv. In the event that an active Member becomes deceased, a Member's unused balance of training time will be paid out to the Member's estate.

Article 26: Police College Allowance Educational Enhancement Allowance

- 26.1 A member directed to attend a course, seminar or related activity at the Canadian Police College, the Ontario Police College, or any other designated location for the purpose of training or instruction, shall be granted an allowance for expenses as follows:
- (a) Sixty dollars (\$60.00) per week
 - (b) Thirty-six dollars (\$36) for 3 days
 - (c) A meal allowance of \$60 per day covering \$15 Breakfast, \$15 Lunch, and \$30 Dinner if not provided by the educational or hotel facility.
- 26.2 Members shall receive a traveling expense at the most current Municipal rate, covering mileage to and from the training facility if driven each week for the duration of the course, for whoever is driving. Management reserves the right to determine mode of transportation for all travel related to training.
- (a) Article 26.2 does not apply to cadets that are travelling for educational purposes in Basic Constable Training.
- 26.3 When a Member is required to attend educational courses related to his duties for a term of five weeks or greater to the Canadian Police College (Ottawa) or other educational or training facility of equal or greater distance, the member shall be entitled to receive one economy air fare return trip home during the said term.
- (a) A member shall receive sixteen (16) hours travel time for attending a registered course at the Canadian Police College. Time is to be taken prior to or immediately following the said course.
- 26.4 A Member shall receive four (4) hours travel time for attending a registered course at the Ontario Police College. Time is to be taken prior to or immediately following the said course.
- 26.5 All allowances shall be paid to the member, where practical, prior to attending the training facility.

Article 27: Coach Officer

- 27.1 No member shall be designated as a Coach Officer unless they have successfully completed the Coach Officer Program offered by the Ontario Police College.
- 27.2 A member designated or assigned as coach officers for the purpose of the recruit-training progress shall receive an additional four (4) dollars per hour for the duration of the designated training period.

Any member designated or assigned to act in the capacity of a coach officer/trainer without having completed the coach officer program offered by the Ontario Police College or its equivalent shall receive an additional two (2) dollars per hour for the duration of the of the designated training period.

- 27.3 Any ECO Member who has successfully completed the Coaching and Mentoring Program and is assigned training responsibilities of another member shall receive an additional four (4) dollars per hour for the duration of the designated training period. To be paid in the last pay period of the month following the designated training period.

Article 28: Legal Indemnification

- 28.1 A Member of the Police Service who is requested or subpoenaed to appear before an inquiry initiated under Part VII of the Community Safety and Policing Act, shall be indemnified for the necessary and reasonable legal costs incurred in representing their 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 Members 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.
 - (d) Where the inquiry results in a charge or charges being laid against a Member or Members of the Police Service as a result of the inquiry in which case no legal fees will be paid for any Member who is ultimately found guilty of the offense or offenses for which such Member or Members are charged.
- 28.3 Where a Member intends to apply to the Board for indemnification, the Member shall, within thirty days of receiving a request or subpoena to appear before an inquiry under Part VIII of the Community Safety and Policing 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.
- 28.6 Where a Member of the Chatham-Kent Police Service who acts in accordance with his sworn duties, regardless if on or off shift, and the incident results in Community Safety and Policing Act charges against the Member, and the Member is exonerated, the Police Services Board shall reimburse the exonerated Member's legal costs to a maximum cost to the Board of \$10,000 per Member, per incident.
- 28.7 Where a Member of the Chatham-Kent Police Service, who acts in accordance with their sworn duties and is charged with an offense under any other Statute of Canada or the Province of Ontario not covered by any other clause/article of this agreement, and the charge or charges resulted from a Police Investigation, and the Member is exonerated, the Board shall reimburse the Member's legal costs incurred upon application, at the conclusion of the court hearings.
- 28.8 Where in an inquiry under the Coroner's Act, a Member's conduct is called into question because of acts done by them in the attempted performance in good faith of their duties as a Police Officer, the Board shall pay for the necessary and reasonable legal costs incurred in representing his interests in any such inquiry, providing:

(a) The Chief or the Board does not provide counsel to represent the Member at the Board's expense; or

(b) Counsel provided by the Chief or the Board to represent either or both of them, as well as the Member, is of the opinion that it would be improper for them to act for both the Chief or the Board and the Member in that inquiry.

Article 29: SIU & LECA - Legal Counsel

- 29.1 In addition to the provisions of Article 28, the Board recognizes the necessity of providing immediate legal advice to any Member who, as a result of their duties, may be directly or indirectly involved in an occurrence investigated under the provisions of Part VIII of the Community Safety and Policing Act. The Board agrees that legal counsel(s), as approved by the Association, shall be provided at the Board's expense, immediately after the occurrence and during the investigative period, for the purpose of providing legal advice and guidance to the Member or Members involved.
- 29.2 Where a Member of this Service becomes involved either directly or indirectly in a Special Investigation Unit or Law Enforcement Complaints Agency, investigation and it is necessary for that Member to obtain independent legal counsel, the Board shall cover the cost of such independent legal counseling up to a maximum of \$5,000.00 from the onset of the matter until its conclusion. Where a charge is laid against a Member either criminally or under the Community Safety and Policing Act, there shall be no requirement for indemnification except as may be provided elsewhere in this Agreement.

Article 30: Association Activities

- 30.1 The Association will provide the Board with a list of names of members on the Executive and the Committee members as defined in Article 30.2. In addition, the Board will be advised of any changes to Executive and Committee membership on a timely basis.
- 30.2 A Member who is on duty at the time or is due to come on duty during the course of the meetings hereinafter referred to shall be allowed time off with pay to attend meetings if they are a member of the:
- (a) Board of Directors (or Executive) of the Association;
 - (i) All meetings of the Said Board (or Executive), and
 - (ii) All general or special meetings of the Association;
 - (b) Bargaining Committee to a maximum of four (4) members;
 - (i) All meetings of the committee,
 - (ii) All bargaining meetings with the bargaining Committee of the Board, and
 - (c) Grievance Committee to a maximum of two (2) members;
 - (i) All meetings of the committee,
 - (ii) All meetings requiring the member's presence held pursuant to the Grievance and Arbitration procedures, and
 - (iii) All rights arbitration and conciliation proceedings.
 - (d) All other Committees the Association has representation for the overall betterment of the Service.
- The Association to provide a list of members of the above noted committees to the Board.
- 30.3 The Association shall be credited with sixty (60) days each calendar year for the purpose of attending meetings or workshops provided or held by the Police Association of Ontario.
- (a) Such time shall not be reasonably withheld providing thirty (30) days notice is given and permission granted by the Chief of Police or their designate;
 - (b) Such days may include travel time at the discretion of the Association.
- 30.4 Should a Member be elected to the Board of Directors or appointed to the Executive Committee or any other duly formed committee of the Police Association of Ontario, such member shall be granted leave, with pay, to attend all meetings required by virtue of that office provided permission granted by the Chief of Police or their designate.

- 30.5 The Association shall have the right to post Association notices in each building occupied by the Service in locations satisfactory to the Chief of Police, and accessible to the Members.
- 30.6 Each Member, to a maximum of two (2) Members, duly elected or otherwise authorized by the Association, shall be granted leave of absence, with pay as the case may be, for the duration of any course at the Ontario Police College or other recognized place of learning related to Association issues.
- 30.7 One Member authorized by the Association shall be granted leave of absence, with pay, plus travel time to a maximum of 400 kms, to attend a Police Funeral as a representative of the Association.
- 30.8 The Association President or their designates, to a maximum of two Members, shall be granted immediate leave without loss of pay to deal with each SIU investigation, not to exceed three (3) working days.
- (a) Additional time may be granted subject to approval by the Chief of Police or designate.
- 30.9 The President of the Association shall receive two days off per week or two days off per block if working a compressed work week from regular duties for the purpose of carrying on the business and affairs of the Association without loss of pay or benefits including pension regardless of rank. The two days shall be in addition to any other entitlements under this article.
- 30.10 The President of the Association shall suffer no loss of seniority as it relates to any article of the Collective Agreement and shall be deemed to have continuous active service for the duration of their term of President for the purpose of all Articles of the Collective Agreement.
- 30.11 The Chief of Police reserves the right to assign the President to available duties in order to minimize disruption to the Service.

Article 31: Vacation or Annual Leave

- 31.1 Where a Member joins the Service after January 1st in a calendar year, vacation entitlement shall be granted in that year on a pro-rated basis.
- 31.2 A Member shall become entitled to increased vacation after the first day of January in the year of the Member's anniversary as defined in Article 31.1.
- 31.3 Every Member shall be entitled to a vacation with pay between January 1st and December 31st of each calendar year. Vacation days of entitlement shall be based on total completed years of Police Experience within Canada. After date of ratification any member hired will be credited for their police experience within Ontario. For those Members who have worked within Canada shall at the discretion of the Chief of Police have their experience assessed on an individual basis.

The years of Police Experience to days of Vacation are as follows:

(a) Completion of one (1) year Service	10 days
(b) Completion of five (5) years Service	15 days
(c) Completion of ten (10) years Service	20 days
(d) Completion of fifteen (15) years Service	25 days
(e) Completion of twenty-two (22) years Service	30 days
(f) Completion of twenty-seven (27) years Service	35 days

- 31.4 Vacation lists as defined grouped in Article 31.5 shall be distributed to such groups no later than October 31st in each calendar year for selection. Each member in said group shall select all their vacation entitlement and shall have forty-eight (48) hours to make their selection if required.

- 31.5 All vacation entitlement shall be chosen by date of Seniority in each Branch as grouped below:

- (a) Constables - Intelligence Section
- (b) Sergeant – Major Crime Team, Constables - Major Crime Team
- (c) Sergeant – Community Mobilization Unit, Constables - Community Mobilization Unit
- (d) Special Constables - Community Mobilization Unit
- (e) Records Management Section – Data Entry
- (f) Constables – Court Services Section
- (g) Special Constables - Court Services Section
- (h) Crime Analyst, Crime Analytics and Power Case Coordinator, Information Systems Technician (Data Analyst)
- (i) Records Management Section
- (j) Logistic Coordinator, Property Coordinator, Quartermaster/Exhibit Coordinator
- (k) Emergency Communication Centre – Manager Emergency Communications Centre – Training Supervisor
- (l) Emergency Communication Centre – Supervisor, Emergency Communications Centre – ECO's
- (m) Forensic Identification Unit
- (n) Staff Sergeant – Community Patrol, Sergeants – Community Patrol
- (o) Constables – Community Patrol
- (p) Special Constables – Community Patrol

- (q) Constables Traffic Management Section
 - (r) Staff Sergeant – Professional Standards, Sergeant – Professional Standards
 - (s) Staff Sergeant – Corporate Services, Sergeant – Court Services Section
 - (t) Information Systems – Coordinator, Information Systems Technician
 - (u) Executive HR Coordinator, Administration Assistant – Office of the Chief, Financial Budget Coordinator
 - (v) Sergeant – Training and Career Development, Constables – Training and Career Development Section
 - (w) Vulnerable Persons Investigative Unit
 - (x) Sergeant – Investigative Support Section, Polygraph Examiner, Constable – Internet Child Exploitation (ICE), Special Constable – Digital Forensics Unit (DFU)
 - (y) Wellness Coordinator
- 31.6 All Members with the exception of Division Heads shall be restricted to two (2) weeks/rotations holidays during the month of July and August. July and August, or any week part thereof exceeding more than half the said week, in each calendar year, shall be considered prime time.
- 31.7 If a Member is injured in the line of duty or on WSIB as defined in Article 36, before going on annual/statutory leave and such injury continues into any portion of his annual/statutory leave, the members scheduled leave shall be reassigned to later dates which, if possible, shall be agreeable to the Member and the Chief of Police.
- 31.8 Where prior approval has been obtained by the Chief of Police to postpone annual leave during a calendar year and where such postponement has been approved by the Board, carryover of annual leave into the following year will be permitted.
- a) Such approval of the Chief for postponement of annual leave in a calendar year must arise as a result of scheduling of a member's time due to their duties as a member of the Police Service which did prevent the member exercising their previously scheduled annual/statutory leave at the time scheduled.
- 31.9 A Member working a compressed workweek is deemed to be on annual and statutory leave upon completion of their last scheduled shift before annual/statutory leave until they return for their first scheduled shift after annual/statutory leave. For greater certainty, a Member completes their last scheduled shift when they have reported off duty and have physically left the police facility. A Member that selects two consecutive periods of working hours as annual leave, the days between the two working periods shall be deemed to form part of those holidays.
- 31.10 Vacation Balances shall be handled in the following manner;
- a) In the event that a Member retires, a Member's unused balance of vacation time can only be used as salaried time off prior to the date of the a Member's retirement. The amount of vacation time will be prorated in the year that the Member retires. Any unused vacation time after the Member's retirement date which is unused will be vacated.

- b) In the event that a Member is terminated, a Member's unused balance of vacation time will be paid out to the Member during their final pay period as per the Employment Standard Act. The amount of vacation time will be prorated based on the Member's termination date.
- c) In the event a Member resigns from the Service, a Member's unused balance of vacation time will be paid out to the Member during their final pay period as per the Employment Standards Act. The amount of vacation time will be prorated based on the Member's resignation date.
- d) In the event that an active Member becomes deceased, a Member's unused balance of vacation time will be paid out to the Member's estate. The amount of vacation time will be prorated based on the date of the Member's death

Reserved Annual Leave

- 31.11 A Member may elect to reserve up to four (4) annual leave days per calendar year to be booked off in any increment of one (1) to four (4) days. The Member shall submit a request for reserved annual leave days at the time of their annual leave selection to their supervisor. Reserved annual leave days cannot be used in hourly increments. These dates are subject to approval based on minimum staffing levels at the time of the request. Once approved, these reserved annual leave days are considered annual leave and shall be treated as such.
- i) Reserved annual leave days shall not be selected until the vacation list in its entirety is submitted and approved by the Chief of Police. All reserved annual leave days shall be selected by the 1st of October each year. Reserved annual leave vacation days cannot be carried over from year to year.

Article 32: Statutory Holidays

32.1 Each member shall be entitled to thirteen (13) days off in each calendar year.

- 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) Christmas Day
- 12) Boxing Day
- 13) National Day for Truth and Reconciliation

- And any other day proclaimed a public holiday by Federal or Provincial Government.
- If Canada Day falls on a Sunday the Statutory Holiday is a Monday and paid accordingly.

32.2 In lieu of the Statutory Holidays defined in Article 32.1, members working a compressed work week, unless otherwise specified, shall be entitled to two (2) weeks time off to be taken as defined in 32.2(a), plus three (3) additional days which shall be taken any time in the year.

- (a) Statutory holidays shall not be selected from the 1st day of May until the 31st day of October inclusive in each calendar year.
- (b) The two (2) weeks statutory holidays shall be selected at the time annual leave is chosen as defined in Article 31.2.

32.3 Statutory holidays will be taken on the dates they occur, save and except the Members defined in Article 32.2 or unless otherwise requested by the member and approved by the Branch Commander.

32.4 Should a statutory holiday fall on a regular leave day, save and except those Members defined in Article 32.2, a working day following the said statutory holiday shall be granted in lieu of same.

32.5 A Member required to work on a Statutory Holiday defined in Article 32.1 shall be paid overtime as defined in Article 11, at the rate of time and one half (1 ½) of the Member's current rate of pay, notwithstanding the day off received for working such holiday.

32.6 Statutory Holiday Balances shall be handled in the following manner;

- i) In the event that a Member retires, a Member's unused balance of Statutory Holiday time will only be allowed to be used as salaried time off prior to the date of the a Member's retirement. The amount of Statutory Holiday time will be

prorated based on the Member's retirement date. Any unused Statutory Holiday time after the Member's retirement date which is unused will be vacated.

- ii) In the event that a Member is terminated, a Member's unused balance of Statutory Holiday time will be paid out to the Member during their final pay period as per the Employment Standard Act. The amount of Statutory Holiday time will be prorated based on the Member's termination date.
- iii) In the event a Member resigns from the Service, a Member's unused balance of Statutory Holiday time will be paid out to the Member during their final pay period as per the Employment Standards Act. The amount of Statutory Holiday time will be prorated based on the Member's resignation date.
- iv) In the event that an active Member becomes deceased, a Member's unused balance of Statutory Holiday time will be paid out to the Member's estate. The amount of Statutory Holiday time will be prorated based on the date of the Member's death

32.7 Members may designate in writing to the Chief of Police up to four alternate Statutory Holidays in lieu of Good Friday and/or Easter Monday and/or Christmas Day as well as Thanksgiving that are observed as significant in their faith or culture. If a Member designates such days, the overtime and other provisions that normally apply to Statutory Holidays will not apply to Good Friday and/or Easter Monday and/or Christmas Day as well as Thanksgiving for the Member but will apply to the days designated.

Article 33: Maternity/Parental Leave

- 33.1 Pregnancy Leave shall be in accordance with the pregnancy and parental leave as set out by the Employment Standards Act,
- 33.2 During pregnancy leave or parental leave the Board shall provide a Supplementary Employment Insurance Benefit (E.I.) Plan as follows:
- a) For 20 weeks, while collecting Employment Insurance benefits (E.I.), or a shorter period if the Member returns to work, pay the Member a supplementary salary top up equivalent to the difference between E.I. pregnancy/maternity benefits for 15 weeks, and an additional 5 weeks of parental leave, at 80% of the Members regular net salary. For an additional 20 weeks, while collecting Employment Insurance benefits (E.I.), or a shorter period if the Member returns to work, pay the Member a supplementary salary top up equivalent to the difference between E.I. parental leave benefits and 70% of the Members regular rate net salary.
 - b) For 20 weeks, while collecting Employment Insurance benefits (E.I.), or a shorter period if the Member returns to work, pay the Member a supplementary salary top up equivalent to the difference between E.I. parental leave at 80% of the Members regular net salary. For an additional 20 weeks, while collecting Employment Insurance benefits (E.I.), or a shorter period if the Member returns to work, pay the Member a supplementary salary top up equivalent to the difference between E.I. parental leave benefits and 70% of the Members regular rate net salary.
- 33.3 Failure to return to work upon termination of the leave or approved extension thereof shall be considered, subject to the provisions of the Employment Standards Act, as a voluntary resignation by the employee.
- 33.4 If during the period of the approved Leave of absence or an employee leave of absence an employee accepts gainful employment, elsewhere, other than that normally permitted for a member not on approved leave as authorized by the Chatham-Kent Police Service Rules and Regulations and the Community Safety and Policing Act, or granted by the Chief of Police, such acceptance shall constitute an automatic voluntary resignation of employment.
- 33.5 While on pregnancy and or parental leave a Member shall continue to accumulate seniority and credit for service for the purpose of salary and vacation increments. The Board shall continue to pay premiums for extended health, long-term disability, accidental death and dismemberment and group life insurance coverage. The Board shall also continue the Board's share of pension contributions if the Employee elects, in writing, to continue their share of the pension premiums.

Article 34: Sick Leave

- 34.1 Each Member of the Service, unless otherwise specified, shall be credited with twelve (12) days of Sick Leave per calendar year cumulative, at a rate of one (1) day per month, all of which are unvested, until the member has accumulated one hundred (100) days, with no payment upon termination or retirement.
- 34.2 After one hundred (100) days have been accumulated, on an annual basis thereafter a Member shall be granted twelve (12) days per year, ten (10) of which are vested and two (2) days unvested. At the end of each year they shall be paid for one half of the vested days earned in that calendar year, that have not been used.
- 34.3 All vested sick leave must be used by a member before any unvested portion is used.
- 34.4 Each Member shall be entitled to receive sick pay, at full salary, for any time lost by reason of illness or injury to the full extent of sick leave credits available to the Member at the time of such absence, except where the Member is awarded compensation pursuant to the Workplace Insurance and Safety Act.
- 34.5 Should a Member of the said Police Service become ill while on duty, necessitating that member to book off, such Member's sick leave credits shall not be debited for any hour worked during that particular tour of duty.
- 34.6 A Member who is unable to report for duty by reason of illness or injury shall notify the Officer in Charge, or their designate, immediately.
- 34.7 In the event of an employee being absent for illness in excess of 3 days, the Service may, in its discretion, request the employee to provide a medical certificate from the attending physician of the employee, at the Police Service's expense, to substantiate that said employee was in fact absent on account of illness. Any employee shall be required when requested by the Service to have a medical examination by a second physician appointed by the Member's physician. All requests by the Service shall be in writing with the reason for such a request. The examination, and if necessary any future diagnostic procedure requested by such physician will be paid for by the Police Service, if not covered by any applicable insurance. The results of the examination or any diagnostic procedure will be provided to the Police Service.
- 34.8 The Board agrees to continue to cooperate in the establishment of a special sick leave bank in the name of the Chatham Kent Police Association. This bank is distributed by the Association and jointly administered by the Association and the Administration.

Transferring Sick Time from member to member is otherwise prohibited unless under special circumstances that will be considered on a case by case basis by the Chief of Police and the President of the Association.

Sick Leave Pay Out

- 34.9 a) Upon accumulation of one-hundred (100) days as defined in 34.1, each Member shall have an option to have a credit of one half of the unused vested sick leave in time off versus monetary payment. The use of this time shall be mutually agreed on between the Member and the Chief of Police and shall be taken in the given calendar year or receive payment in lieu.
- (b) Upon accumulation of one-hundred (100) days as defined in 34.1, each Member hired after January 1st, 2017 shall have only the option to have a credit of one half of the unused vested sick leave in time off. The use of this time shall be mutually agreed on between the Member and the Chief of Police and shall be taken in the given calendar year or receive payment in lieu.
- 34.10 Pending notification by the Chief of Police or his designate regarding sick leave pay out, it is the Member's responsibility to provide written notice to the Chief of Police their preference in Article 34.9. Failing notification sick leave credits will be paid as defined by the Chief of Police in each calendar year.
- 34.11 Payment of sick leave credits shall be based on the rate of pay of the member in the given calendar year the sick leave was accumulated.
- 34.12 Sick Time Balances shall be handled in the following manner;
- i) In the event that a Member retires, a Member's unused balance of sick time will be allowed to be used as salaried time off prior to the date of the a Member's retirement. Any unused sick time at the time of a Member's retirement date which is unused will be vacated.
 - ii) In the event that a Member is terminated, a Member's unused balance of sick time can only be used as salaried time off prior to the date of the Member's termination. Any unused sick time at the time of a Member's termination date which is unused will be vacated.
 - iii) In the event a Member resigns, a Member's unused balance of sick time can only be used as salaried time off prior to the date of the Member's resignation. Should a Member choose to resign before their unused balance of sick time is exhausted that unused balance of sick time will be vacated.
 - iv) In the event that an active Member becomes deceased, a Member's unused balance of sick time will be paid out to the Member's estate.

Article 35: Full Time Civilian Members

- 35.1 All newly hired civilian members save and except Emergency Communication Operators hired after the date of ratification of this agreement, shall be considered probationary employees. Probation shall commence the date of hire and shall continue for a period of three-hundred and sixty-five (365) days inclusive.
- 35.2 All newly hired Communications Operators shall be considered probationary employees. Probation shall commence the date of hire and shall continue for a period of one year (365 days) inclusive.
- (a) A newly hired Emergency Communications Operator, full time Member, previously serving, as a permanent part time Member shall be considered a probationary employee for an additional one hundred and eighty days (180) from date of full-time hire. The probation period is for the specific period of training and assessing police dispatch duties.
- 35.3 Probationary employees may be discharged at any time during the probationary period with no recourse under this Agreement.
- 35.4 Upon completion of ninety (90) days employment, the Member will be eligible for enrolment in all benefit plans as per the terms and conditions defined in this Agreement.
- 35.5 Hiring date for seniority and service related benefits would be inclusive of the respective probationary period.
- 35.6 Emergency Communication Operators shall provide their support service in times of an emergency or unforeseen staffing shortages to meet the exigencies of the Service and are subject to being ordered to work.
- 35.7 All civilian employees hired as an Emergency Communication Operator or Special Constable shall serve a fixed term of five (5) years in their assigned role, commencing on the first day upon successfully completing their probationary period.

Article 36: Workplace Safety and Insurance Board Benefits

- 36.1 Effective January 1st, 2026, the administration of all WSIB claims and the entitlement to the employer top-up payments administered shall be governed exclusively in Article 36.1 & Article 36.2 of this agreement of the new 2026-2030 Collective Agreement

For greater clarity, any time periods or maximum durations for the payment of top-up benefits that were running under the previous Collective Agreements shall be deemed to restart on January 1st, 2026. The employee shall be entitled to the full duration of top-up benefits provided under the new Article 36.2 of the 2026-2030 Collective Agreement as though the entitlement commenced on January 1st, 2026. All other procedural requirements, reporting obligations, and conditions set out in the new Article 36 shall apply immediately on January 1st, 2026.

A member who is absent from their duties as a result of work-related illness/injury arising from the execution of such duties shall:

- (a) Receive an amount equal to but not greater than 100% net of the Member's regular base salary (net pay) at the time the Member's leave of absence commenced. The payment will be in the form of an advance equal to the anticipated WSIB award (the "Advance") plus an additional top-up that retains net pay at the designated level ("Top-Up"), as described in provision 36.2 below;
- (b) Repay the Advance and Top-Up from the Member's sick bank should the WSIB claim be disallowed and all appeals exhausted or all deadlines to appeal have passed. Member's with insufficient sick bank credits will be required to repay the Advance and Top-Up in accordance with terms mutually acceptable to the Member and the Chief of Police. For greater clarity, if a Member's WSIB claim is denied, they shall have no entitlements under this section;
- (c) Continue to receive all applicable rights and privileges of this collective agreement, including benefits and payment of shared pension contributions, except as specifically modified under this clause;
- (d) While a Member is away from work on WSIB for greater than 12 months or one year (365 days) per WSIB Claim Number, whether consecutive or non-consecutive, they shall accrue one year of vacation and Statutory Holiday leave while they are absent due to illness/injury. A Member will not accrue any additional vacation or Statutory Holiday leave beyond one year or 12 months. When a Member returns to work, vacation and Statutory Holiday leave will be prorated from the Member's return date for the balance of the calendar year. A Member's accrued one year (365 days) or twelve months of vacation time must be scheduled immediately upon the Member's return to work;
- (e) As a condition of receiving the Advance and Top-Up payments pursuant to this provision, and in order to receive any other rights or privileges afforded to retirees under this Collective Agreement, Members in receipt of WSIB loss of earnings, whether paid by the Board or direct by WSIB, must retire no later than their normal retirement age as defined by their OMERS plan, or after the completion of thirty (30) years of service, whatever comes first, and subject to the following:

- (i) In the event the Member is eligible to retire on their earliest unreduced pension date, as specified by their OMERS plan, but the Board has an ongoing obligation to re-employ pursuant to section 41 of the Workplace Safety and Insurance Act, 1997 ("WSIA") as of that date, the Member must retire no later than the date on which the Board's obligation to re-employ has been exhausted pursuant to section 41(7) of WSIA.
- (f) In order to receive Advance and Top-Up payments pursuant to this provision and provision 36.2, if eligible, the member must:
 - (i) Apply for an OMERS Waiver at the earliest available date. When a member is on an OMERS Waiver, the Board will not remit the employer paid portion to the employee or to OMERS;
 - (ii) Apply for LTD and comply with all requests of the insurance provider; and
 - (iii) Declare annually all WSIB Policy related adjustments including:
 - a. If the member has applied for and is in receipt of a CPP Disability Benefit (however so named)
 - b. If the member has opted for a voluntary contribution to the loss of retirement fund (however so named)

All WSIB policy related adjustments will be accounted for in the Top-Up calculations as described in Article 36.2 provisions below.

36.2 Members in receipt of WSIB loss of earnings will be paid a Top-Up amount by the Board such that the members receive a total amount equivalent to their regular net pay (not greater than 100%) subject to the following:

- (a) Top-Up will not under any circumstance result in a member receiving an amount greater than their regular net pay in any period. Any such overpayment shall be immediately returned to the Board;
- (b) Regular net pay will be calculated using the Member's confirmed rank at the time their leave of absence commenced. It will include only the Member's regular base salary.
 - (i) For greater clarity, overtime, experience pay increases, or other specialty pay, or premiums will not be applied nor included for the purposes of this provision.
 - (ii) However, upon the Member's return to work, their base salary shall include all specialty pay, Service Pay or Experience Pay increases that they would have been entitled to had they not been injured or ill. For clarity, this will take effect on the date the member returns to work and is not retroactive.
- (c) The amount of top-up will be calculated by:
 - (i) Taking the Member's net earnings based on their regular base salary, as defined herein, and subtracting the LOE benefit or anticipated LOE benefit.
 - (ii) The amount in (i) will then be adjusted upward to account for statutory deductions and withholdings that are payable on the top-up amount.

- (iii) The resulting Top-Up amount shall be subject to all deductions and withholding required by law such that after these deductions are made, the sum of the Member's LOE and Top-Up, together, will be equivalent and no greater to their regular net base salary at the time the Member's leave of absence commenced. Notwithstanding the above, and for greater clarity, differences in net pay that may result due to the treatments of LOE benefits, EI or CPP contributions, will not be factored into the calculation of the Top-Up amount;
- (d) A member will be entitled to Top-Up if eligible, for one (1) year in total at a rate of 100% net pay top-up per WSIB Claim Number. A member will be entitled for up to an additional one (1) year of Top-Up at a rate of 95% net pay per WSIB Claim Number. A member will be entitled for up to one (1) additional year of Top-Up at a rate of 90% net pay per WSIB Claim Number. Top-Up shall cease after three (3) cumulative years per WSIB Claim Number. For clarity, should the member return to work and cease receiving any loss of earnings ("LOE") benefits from WSIB, the Member's entitlement to Top-Up pursuant to this clause will be paused at that time. Should there be a recurrence of the same WSIB Claim and the Member proceeds to earn LOE benefits again in association with that claim, the time would continue from the previous paused time period for the purposes of this article. Under no circumstances will the Member receive more than three years of Top-Up at 100% net pay for year one, 95% net pay for the second year, and 90% net pay for the third year for the same WSIB Claim Number.

Article 37: Accommodation/Reinstatement

- 37.1 Where a member recovers from a work related injury or disability and can perform the member's regular occupation, the Chief of Police may at their discretion return the member to the member's previous position.
- 37.2 Where a member recovers from a non-work related injury or disability but is unable to perform their regular occupation, the Board will endeavour to provide employment within the Service for a specified period as defined by the member's attending physician. During this period of modified work assignment the member's regular rate of pay will be maintained.
- 37.3 Should the Board find it necessary to reassign the member to a position of a more permanent nature within the Service, such action will be done in compliance with the Ontario Human Rights Code.
- 37.4 The member shall provide Senior Administration with a physician's medical report relating to the injury or disability on request. The cost of such report will be at the Police Service's expense.

Article 38: Compassionate/Bereavement Leave and Special Leave

38.1 Upon the death of a wife, husband, child (including child in utero), grandchild, father, mother, brother, sister, grandmother, grandfather, father-in-law, mother-in-law, or person standing in loco parentis of a member, he shall be allowed four (4) consecutive days off if working a compressed work week or five (5) days off for the purposes of attending the day of the funeral or visitation/memorial service, which may include a celebration of life, without loss of pay.

Upon the death of a grandfather-in-law, grandmother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, foster child, niece, nephew, one (1) day off shall be allowed without loss of pay for the purposes of attending the funeral or visitation/memorial service which may include a celebration of life.

38.2 Upon the death of a wife, husband, child, foster child, grandchild, father, mother, brother, sister, father-in-law, uncle, aunt, mother-in-law, brother-in-law, sister-in-law, niece or nephew, a member shall be allowed an additional five (5) days off by the use of one or the combination of the below:

- (a) Annual or Statutory leave;
- (b) Bank overtime;
- (c) Loss of pay;
- (d) Flex time.

38.3 A debit system shall be incorporated for members who have not accumulated overtime regulated on an hour for hour basis.

38.4 Failure to return to work upon termination of any leave or approved extension thereof shall be considered, subject to the provisions of the Employment Standards Act, as a voluntary resignation by the employee.

38.5 If during the period of an approved leave of absence an employee accepts gainful employment, elsewhere, other than that normally permitted for a member not on approved leave as authorized by the Chatham-Kent Police Service Rules and Regulations and the Community Safety and Policing Act, or granted by the Chief of Police, such acceptance shall constitute an automatic voluntary resignation of employment.

38.6 "A Day Off" shall be equivalent to all hours worked in unit where the member is stationed at the time of Compassionate/Bereavement Leave.

Article 39: Family Leave

- 39.1 Each Member shall be entitled to take paid leave of up to four (4) days in each calendar year, called Personal Day leave. Personal Days may be used to attend the medical needs of a family member, a birth of a child, or for a personal emergency at the member's discretion and not on account of illness. Such entitlement shall be non-cumulative from year to year. Each Personal Day taken shall be reduced from the member's vested sick leave credit.
- 39.2 A Member shall be allowed leave of absence of four (4) working days with pay and without loss of seniority and benefits if working a compressed work week or five (5) days with pay and without loss of seniority and benefits for the purpose of getting married.
- 39.3 A "day off" shall be equivalent to all hours worked in the unit where the Member is stationed at the time of the Family Leave.

Article 40: Reclassification

All Members Hired Prior to January 1st, 2026

- 40.1 Each member shall be reclassified to the next highest level upon the completion of one year (1) of Service in their classification
- 40.2 In the case of outstanding or meritorious service, upon the recommendation the one year (1) period as defined in Article 40.1 may be reduced.
- 40.3 All Second (2nd) class constables must also attain a passing grade of seventy (70) percent on a written test administered by the service prior to being recommended for first (1st) class constable.
- 40.4 Any member who is currently off of work on any type of special leave, maternity leave, or parental leave shall maintain the rank of 2nd class constable until the completion of the written test, prior to being recommend to 1st class constable.
- 40.5 Notwithstanding Article 40.4, a member who is currently off of work for any type of special leave, maternity leave, or parental leave, may elect to write this written test to be elevated from 2nd class to 1st class constable while on their leave at the cost of the member.

All Members Hired After January 1st, 2026

- 40.6 Each newly hired member shall be reclassified to the next highest level upon the completion of eighteen (18) months of service in their classification.
- 40.7 In the case of outstanding or meritorious service, upon the recommendation the eighteen (18) month period as defined in Article 40.6 may be reduced.
- 40.8 All Second (2nd) class constables must also attain a passing grade of seventy (70) percent on a written test administered by the service prior to being recommended for first (1st) class constable.
- 40.9 Any member who is currently off of work on any type of special leave, maternity leave, or parental leave shall maintain the rank of 2nd class constable until the completion of the written test, prior to being recommend to 1st class constable.
- 40.10 Notwithstanding Article 40.9, a member who is currently off of work for any type of special leave, maternity leave, or parental leave, may elect to write this written test to be elevated from 2nd class to 1st class constable while on their leave at the cost of the member.

Article: 41 Time Changes – Standard/Daylight

- 41.1 On those days where it is necessary to change from standard time to daylight saving time or vice versa, starting hours shall be adjusted so that the nightshift and dayshift work equal number of hours with no loss to their annual salary as well as no other entitlements under this collective agreement as the case may be.

Article 42: Health and Welfare

42.1 The Board shall pay 100% of the premiums for the following insurance programs:

- Member Life Insurance
- Dependent Life Insurance
- Hospital Benefit
- Major Medical Benefit
- Pay Direct Drug
- Dental Benefit
- Accidental Death and Dismemberment for each member of the said Police Service
- OMERS – Employer Share

Those who retire, due to a total and permanent disability as defined by the OMERS regulations, shall continue such benefits until the anniversary of such members 65th birthday.

The board shall also pay 100% of the premiums for a member on L.T.D. until the member is eligible for a 70% OMERS pension. The above-described benefit shall be payable providing said member immediately enrolls in the Long Term Disability plan at the expiration of the waiting period set out in the LTD plan.

42.2 MAJOR MEDICAL Benefits Include:

- (i) Semi-private accommodations in hospital.
- (ii) Drugs and medicines requiring a physician's or nurse practitioner's written prescription.
- (iii) Special nursing services – max. of \$5,000 per disability.
- (iv) Ambulance service.
- (v) Service and supplies.
- (vi) Convalescent hospital charges.
- (vii) Improved dental services.
- (viii) Diagnostic x-ray and laboratory expenses.
- (ix) Hearing aids - \$200 lifetime maximum for each insured.
- (x) Home Care Providers.
- (xi) Out of Canada Expenses.
- (xii) Employee Assistance Plan

No maximum under Major Medical with the exception of \$1,000,000 individual lifetime maximum of out of Canada expenses.

Members can refer to the Benefits Booklet attached to Appendix D of this Agreement for further clarification of the benefits provided with the exception of the EAP program

Current Rates Dental Plan:

Covering Basic Plan, major restorative treatment and orthodontic treatment, with some restrictions as to maximum payment in the latter two items. Major Restorative Coverage to include dental implant posts, where needed for larger fillings but not for cosmetics.

Orthodontic coverage per lifetime for Level V:

January 1, 2026 - \$4200.00
January 1, 2028 - \$4400.00
January 1, 2030 - \$4600.00

Major Restorative Coverage per calendar year combined for Level I and Level II and Level III and Level IV:

January 1, 2026 - \$3700.00
January 1, 2028 - \$3900.00
January 1, 2030 - \$4100.00

Group Life Insurance:

2 ½ times annual salary to a maximum of \$300,000.00
Dependents - Spouse \$15,000.00
- Each child \$5000.00

Accidental Death & Dismemberment:

2 ½ times annual salary to a maximum of \$300,000.00

Vision Care Glasses/Laser/Contacts Adults:

Pay \$700.00 every 24 months for adults January 1, 2026
Pay \$725.00 every 24 months for adults January 1, 2028
Pay \$750.00 every 24 months for adults January 1, 2030

Pay \$2000.00 toward laser eye surgery January , 2026

Vision Care Glasses/Laser/Contacts Children:

Pay \$375.00 every 12 months for children January 1, 2026
Pay \$400.00 every 12 months for children January 1, 2028
Pay \$425.00 every 12 months for children January 1, 2030

Pay \$2000.00 toward laser eye surgery January, 1, 2026

Hearing Aids:

The existing hearing aid benefit listed in 42.2(ix) will be maintained, the Board agrees in addition to this existing benefit to provide an additional:

- \$1700.00 per individual in each thirty-six (36) month period on Jan 1, 2026.
- \$1800.00 per individual in each thirty-six (36) month period on Jan 1, 2028
- \$1900.00 per individual in each thirty-six (36) month period on Jan 1, 2030

42.3 The Group Benefit Program as outlined by the insurance carrier in its insurance contract covering members of the Chatham Kent Police Service shall be set out as Schedule "D" forming part of this Agreement. Notwithstanding, the Board reserves the right to change insurance carriers from time to time provided the Association is notified prior to the awarding of any new agreement/contract with the insurance carrier. It is agreed that any changes to procedures or benefits must result in a program that is substantially equivalent or better than the current program.

Paramedical:

To include a Chiropractor, Osteopath, Podiatrist, Chiropodist, Massage Therapist Naturopath, Speech Therapist, Physiotherapist, Dietitian, Acupuncturist including anyone certified and registered to perform Acupuncture in Ontario.

- 100% of each Paramedical to a maximum of \$900 effective Jan 1, 2026
- 100% of each Paramedical to a maximum of \$950 effective Jan 1, 2028.
- 100% of each Paramedical to a maximum of \$1000 effective Jan 1, 2030.

Paramedical used is determined by billing for Services obtained.

Counselling and Mental Wellness:

Members and dependents shall be entitled individually to receive, at 100% coverage per visit, a maximum cumulative annual amount toward the care of a:

- Psychologist
- Psychiatrist
- Registered Marriage and Family Therapist
- Registered Social Worker
- Registered Psychotherapist.

100% coverage of each Benefit Service listed above per family member to a maximum of:

- January 1, 2026 - \$5500.00
- January 1, 2027 - \$6000.00
- January 1, 2028 - \$6500.00
- January 1, 2029 - \$7000.00
- January 1, 2030 - \$7500.00

Lifestyle Spending Account:

Members shall be entitled to receive a Lifestyle Spending Account provided through Manulife in the following amounts:

January 1, 2029 - \$500

January 1, 2030 - \$750

Prescription Drug Plan as follows:

- (i) \$10.00 dispensing fee cap January 1, 2022
\$12.00 dispensing fee cap January 1, 2024
- (ii) \$2.00 co-pay per prescription
- (iii) Generic drug unless brand name drugs with no substitution are prescribed by the Member's physician or nurse practitioner and shall be covered by the provider as prescribed.
- (iv) The following Drugs are to be covered when prescribed with no limitations by a Member's physician or nurse practitioner:
 - a) Epinephrine auto injectors

42.4 Any NRA 60 member who wishes to continue work past age sixty (60), the current benefit entitlement as per Article 42, Article 43, Article 44, and Article 45 will be extended until the member retires, or reaches the age of sixty-five (65), whichever occurs first.

42.5 Any member, 65 years or older who wishes to work past their NRA, the current benefit entitlement as per Article 42, and Article 43 will be extended until the member retires.

With the exception of:

- i) Group Life Insurance
- ii) Accidental Death & Dismemberment
- iii) Article 45: Long Term Disability
- iv) Lifestyle Spending Account

Article 43: Pensions

43.1 The Board shall not cause any change to be made or arrange for or concur in any change being made to the Pension Plan provided for members of the Chatham Kent Police Service covered by this Agreement without previous consultation and discussion with the executive of the Association.

43.2 Supplementary Pension

Effective January 1, 1975 and thereafter, the Board shall purchase a Supplementary Pension (OMERS type 1 and 111 combined) of the amount required to be added to all other pensions payable under the Ontario Municipal Employees Retirement System to provide each member of the Chatham Kent Police Service with a total pension commencing on retirement:

- a) On or after his normal retirement age of 60 years in the case of police officers, effective January 1, 1982;
- b) On or after his normal retirement age of 65 years, in the case of civilian employees;
- c) Within 10 years before his normal retirement date if the member has completed 30 years of service with the employer, or has retired due to permanent partial disability.

Equal to two percent (2%) of the member's average annual earnings during the consecutive sixty (60) months in which his earnings were the greatest, multiplied by his total years of credited service on retirement, to a maximum of thirty-five (35) years, reduced at retirement by .7% or such average salary or the year's maximum pensionable earnings under the Canada Pension Plan at retirement, whichever is the lesser amount, times the number of years of his credited service after January 1, 1966.

43.3 The Board and the members of the Chatham Kent Police Service shall share equally the cost of the Supplementary Pension Plan.

Article 44: Survivor's Pension/Benefits

44.1 The Board agrees to continue to pay 100% of the premiums as set out in Article 42 for the spouse and/or dependents under the age of twenty-one (21) years, of a member upon their death. This benefit to continue until the spouse reaches the age of sixty-five (65) years of age or upon remarriage or upon engaging in employment, which provides the same coverage of said benefits. This benefit for purposes of dependents will cease upon the dependent reaching the age of twenty-one (21) years.

- a) In the event of the death of a Retiree, prior to reaching the age of 65, the Employer will continue to provide Extended Health Care and Dental Benefits to the surviving spouse and eligible dependents until remarriage or death, up to when the deceased Retiree would have reached age 65

"All benefits for retirees under this Article and Article 46 shall be at current yearly rates."

44.2 In this article,

- a) "Spouse" shall mean either of a man or women who,
 - i) Are married to each other;
 - ii) Not being married to each other have cohabited continuously for a period of not less than twelve (12) months, or in a relationship of some permanence where there is a child born of whom the member is one of the natural parents and has so cohabited with the preceding year.
- b) "Dependent child" shall mean a member's child who is:
 - i) An unmarried person under the age of twenty-one (21) years;
 - ii) An unmarried person over the age of twenty-one (21) years but less than twenty-five (25) years of age and is in full time attendance at a school, community college, university or other educational institute;
 - iii) A dependent child who is incapacitated on the date insurance would normally terminate will continue to be an eligible dependent provided such child was insured under this Benefit Program immediately prior to that date and continues to be incapacitated after the termination date;
 - iv) Any child of whom the member has legal guardianship.

44.3 The Group Benefit Program as outlined by the insurance carrier in its insurance contract covering members of the Chatham Kent Police Service shall be set out as Schedule "D" forming part of this Agreement. Notwithstanding, the Board reserves the right to change insurance carriers from time to time provided the Association is notified prior to the awarding of any new agreement/contract with the insurance carrier. It is agreed that any changes to procedures or benefits must result in a program that is substantially equivalent or better than the current program.

Article 45: Long Term Disability

45.1 The Board agrees to provide a Long Term Disability Plan for active employees, which provide a minimum of the following:

Benefit Amount 75%

Benefit Maximum	\$9,885	- January 1, 2026
	\$10,330	- January 1, 2027
	\$10,743	- January 1, 2028
	\$11,173	- January 1, 2029
	\$11,620	- January 1, 2030

Qualifying Period 119 Days

Maximum Payment Period 65 years

The monthly benefit will be reduced by the disability benefit payable by the Worker's Compensation and the Disability Pension receivable by the disabled member under the Canada Pension Plan, excluding benefits for dependent children under 18 years of age, unless proof is received of a declination by the Canada Pension Plan of an initial application following one year of disability.

Subsequent increases in the disability pensions, payable under the Canada Pension Plan will not further reduce the amount of the monthly benefit.

Based on own occupation with the following Cola provisions.

Following commencement of payment of disability benefits to a disabled member the amount of the monthly disability benefit will be increased at the beginning of each subsequent calendar year. The cost of living adjustment will be applied annually to the monthly disability benefit payable to the member. Beginning with the "January" payment, the amount payable will be the lesser of:

1. The amount of monthly disability benefit payable for the preceding December multiplied by 1.03, or
2. The amount of monthly disability benefit payable on the date benefit payments began, multiplied by the ratio of the pension index (as determined by the Consumer Price Index) in force at the beginning of the current calendar year to the pension index in force on the date benefit payments began.

The plan will pay the member the monthly disability benefit in force on the date the disability began when we receive proof that he has been totally disabled from the same or related causes for the qualifying period. The qualifying period begins on the date the member becomes totally disabled.

During the qualifying period and the 24 month period followed it, "totally disabled" means that the member has a medically determinable physical or mental impairment due to injury or disease which prevents him from performing the regular duties of the occupation in which he participated just before the disability started.

After the 24 month period, "totally disabled" means that the member has a medically determinable physical or mental impairment due to injury or disease which prevents him from performing the duties of any occupation:

- For which he has at least the minimum qualifications, and
- That provides an income that is equal to or greater than the monthly disability benefit available under this provision.

The availability of work for the member does not affect the determination of "totally disabled".

Payment

Benefits are payable from the later of one month after the end of the qualifying period, or one month after the date the member is no longer entitled to receive regular earnings or benefits under a salary continuance plan or short term disability income plan.

Benefit payments stop on the date that:

1. The benefit period ends,
2. The member is no longer totally disabled,
3. The member participates in any occupation for remuneration or profit or any educational program other than a rehabilitation program approved by their physician and the carrier,
4. The member refuses to participate in a rehabilitation program approved by their physician and the carrier,
5. The member refuses to submit to a vocational assessment,
6. The member is confined in a prison or similar institution,
7. The member dies,
8. The member fails to submit proof to the carrier that he continues to be disabled, or
9. The member fails to submit at a medical examination at the carrier's request, by a physician appointed by the carrier, whichever is earliest.

If a member stops being totally disabled while satisfying a qualifying period and, within 30 days, becomes totally disabled again from the same or related causes, the disability is considered to be a continuation of the previous disability.

If a member stops being totally disabled following a disability for which benefits are payable within 6 months, becomes totally disabled again from the same or related causes, the disability is considered to be a continuation of the previous disability.

If a member is receiving disability income or retirement income from other sources, the monthly disability benefit will be reduced so that the total amount of disability and retirement income receivable by or on behalf of the member from all sources does not exceed 85% of their monthly rate of earned income in force on the date he became totally disabled. If the benefit is not subject to income tax, the 85% will be applied to the monthly rate of earned income by income tax deductions.

"Other Sources" include but are not limited to:

1. Another group insurance policy, (including a policy under which the member is insured because he belongs to an association),
2. An automobile insurance policy,
3. A retirement income plan providing income that becomes payable only after the member became totally disabled,
4. Any Government plan providing disability income that becomes payable only after the member became totally disabled.

Income from the following sources will not reduce the monthly disability benefit:

1. A policy which is solely an individual disability income policy,
2. A disability attachment to an individual life insurance policy,
3. A Government plan providing disability income if the carrier receives proof that the initial application and an appeal filed within one year of the original decision to decline for those disability benefits, have been declined.

If a member is receiving remuneration under a rehabilitation program, the income from the disability benefit and from the other sources identified above will be combined with the rehabilitation income such that total income will not exceed 100% of pre-disability earnings.

Subrogation allows the carrier to recover any past or future payments, which exceed 100% of the member's pre-disability income. If a member's disability is due to the legal liability of a third party, and the member receives an award for loss of income, the carrier reserves the right to subrogate.

Exclusions and Limitations

No benefit is payable for a disability due to or related to:

1. Intentionally self-inflicted injuries,
2. War, whether or not war was declared,
3. A "pre-existing" condition, if the disability begins within 12 months of the member becoming injured.

A "pre-existing" condition is one for which a member received medical attention, consultation, diagnosis or treatment, during the 12 months before a member became insured. This exclusion does not apply if:

- The member, after becoming insured, has been actively working for 3 consecutive months with no absence related to the pre-existing condition.
- The member was insured for similar coverage under a previous policy issued to you and the previous policy was replaced by this provision within 31 days of its termination.

A member is not considered totally disabled unless he is under the active and continuous care of a physician and is following the treatment prescribed by the physician for that disability.

A member is not considered totally disabled due to the use of drugs or alcohol unless he is being actively supervised by and receiving continuous treatment for that disability from a rehabilitation center or an institution provincially designated for that treatment.

A member is not considered totally disabled due to psychological disorders unless he is under the active and continuous care of a psychiatrist or registered psychologist and following the treatment prescribed by the psychiatrist or registered psychologist for that disability.

The Board shall not cause any change to be made or arrange for or concur in any change being made to the Long-Term Disability Plan provided for members of the said Police Service covered by this Agreement without previous consultation and discussion with the Executive of the Association.

- 45.2 The Group Benefit Program as outlined by the insurance carrier in its insurance contract covering members of the Chatham Kent Police Service shall be set out as Schedule "D" forming part of this Agreement. Notwithstanding, the Board reserves the right to change insurance carriers from time to time provided the Association is notified prior to the awarding of any new agreement/contract with the insurance carrier. It is agreed that any changes to procedures or benefits must result in a program that is substantially equivalent or better than the current program.

Article 46: Retirees Benefits

- 46.1 From the date of retirement under the terms of the OMERS PENSION PLAN to age 65, the Board will continue to pay Health Benefits as outlined in article 42 with the exception of:
- Group Life Insurance
 - Accidental Death and Dismemberment
 - Long Term Disability
 - Lifestyle Spending Account
- 46.2 The employer shall provide a \$5000.00 term life insurance policy to age 65 for all members who retire as per OMERS Pension Plan
- 46.3 It is agreed and understood that any past or future reduction in Employment Insurance Premiums in accordance with the Service Canada's Employment Insurance Premium Reduction Program will be used to offset the benefits provided in this article.
- 46.4 All benefits for retirees shall be at current yearly rates.
- 46.5 The Group Benefit Program as outlined by the insurance carrier in its insurance contract covering Members of the Chatham Kent Police Service shall be set out as Schedule "D" forming part of this Agreement. Notwithstanding, the Board reserves the right to change insurance carriers from time to time provided the Association is notified prior to the awarding of any new agreement/contract with the insurance carrier. It is agreed that any changes to procedures or benefits must result in a program that is substantially equivalent or better than the current program.
- 46.6 Lifetime maximum benefits unlimited.
- 46.7 Health Care Spending Account: Effective January 1, 2015

ELIGIBILITY: For members retiring on an unreduced OMERS pension, the BOARD shall, consistent with the rules and regulations of the plan, provide for a Health Care Spending Account commencing at the age of sixty five (65) and ending at the age of seventy five (75).

BENEFIT: an annual amount of:

January 1, 2027 - \$2,600

January 1, 2029 - \$2,800

Will be provided and any unused credits can be carried forward for one year. Eligible claims will be claimed against prior year's credits before current year credits are accessed. Any prior year unclaimed credits at the end of the subsequent year will be lost.

ALLOWABLE EXPENSES: The amount shall be provided on a "per member" basis regardless of single/family coverage and be available exclusively for reimbursement of

medical and dental expenses as allowed by Canada Revenue Agency to the annual maximum.

SURVIVOR FEATURES: In the event of the death of a member while covered by this plan, coverage for spouse and dependent children will continue until the earlier of the following dates:

- The date the Member would have turned age 75;
- The date the spouse remarries;
- The date the dependent ceases to be an eligible dependent; and
- Death of the surviving spouse or dependent children

1st/LAST YEAR: The annual benefit amount shall be pro-rated on a calendar year basis in the first and final years of entitlement.

INSURABILITY: This benefit is insured by the Chatham-Kent Police Services Board and administered by a third party.

Applies to all Members who retired on or after January 1, 2013

Article 47: Employment Records

- 47.1 All entries or notations made in a member's personnel file resulting from reprimand or disciplinary intervention associated with policy and procedures or conduct infraction shall be brought to the member's attention promptly. The notation shall be expunged after two years unless a further such entry or notation is made in which case the entry or notation shall stay in the file until two (2) full years have passed without a further derogatory entry or notation.
- 47.2 Records and references pertaining to the investigation and final disposition of a misconduct or unsatisfactory work performance under Section 168 of the Community Safety and Policing Act , shall be expunged from the sworn member's personnel record and any other departmental record, no more than five (5) years after the date of conviction if during that time no other entries concerning misconduct or unsatisfactory work performance have been made in the record.
- 47.3 Notwithstanding the provisions of 47.1 and 47.2, no record of misconduct shall appear in a sworn member's personnel file unless the member is found guilty of misconduct under the provisions of Section 168 of the Community Safety and Policing Act.
- 47.4 Each member is entitled to review their own personal file on special request, and to receive a copy of any document in the file.

Article 48: Layoff and Recall

- 48.1 "Lay off" means the reduction in the size of the Service, to which Section 53.1 of the Community Safety and Policing Act applies.
- 48.2 In the case of a reduction of the establishment or layoff affecting members, the member with the least seniority shall be the first to be laid off.
- 48.3 In the case of recall, the most senior member laid off, shall be the first to be recalled.
- 48.4 The Board shall notify every member who is to be laid off and the Association Executives at least 60 calendar days prior to the effective date thereof, or award pay in lieu thereof.
- 48.5 The right of laid off members to benefits under this agreement shall continue for a period of three months.
- 48.6 The Board shall not hire any new members until those laid off have been given the opportunity of recall.
- 48.7 The Board shall give notice of recall by registered mail to the last recorded address of the member. The member shall keep the Board informed at all times of their current address.
- 48.8 A member who is subject to lay off in one classification shall be given the opportunity of displacing an employee in an equivalent or lower classification provided the senior member possesses the minimum requirements and the ability to perform the job. Members who bump laterally or to a lower classification will be paid at the step in the new position which is closest to their then current pay, along with increases on their appropriate anniversary dates provided, however, they will not receive a salary which is higher than the maximum of the new classification to which they are assigned.
- 48.9 Members who accept the lower level position under this Article shall have the right to reinstatement in their former position, if such position becomes available. The position in such cases will not be posted. The member shall be reinstated at the step they had attained in their original classification.

Article 49: Part Time Civilian Members

- 49.1 "Part time member" is defined as either a "temporary part time member" or a "permanent part time member."
- a) A "temporary part time member" is any person employed by the Service who works less than twenty-five (25) hours per week on an occasional basis or for a temporary full time period no more than twelve (12) months;
 - b) A "casual part time member"
 - c) A "permanent part time member" is any person(s) employed by the Service, in a specific Branch who, and collectively works less than 1820 hours or 2080 hours as the case may be in a given calendar year save and except each permanent part time ECO who will not exceed 1560 hours (75% of 2080 hours).
 - i) A Branch/Unit may not employ permanent part time members more than 25% of their division's full time personnel strength.
 - ii) Exceptions are permitted which are mutually agreeable to the parties in circumstances where organizational restructuring is occurring.
- 49.2 For the purpose of training a new part-time ECO an allowance shall be given to a maximum of one thousand and forty (1040) hours outside of the hours defined in Article 49.1(b) to be utilized within three hundred and sixty five (365) days.
- 49.3 Two or more part time members shall not be employed to fill a position that could otherwise be filled by a full time member save and except permanent part time ECOs outlined in article 49.1(b).
- a) Exceptions may be made to account for organizational restructuring of divisions which may from time to time permit more than two part time members working to cover a full time position in a transitional period for restructuring purposes article 49.3(a) to expire 3 years from the ratification of this agreement.
- 49.4 In lieu of Hospital and Medical Benefits, and Insurance Benefits as provided under Article 42 of this Agreement, a part time member shall receive fifteen (15) per cent of the hourly rate of pay of the part time member added to the member's hourly rate of pay.
- i) Maternal/Parental Leave, shall be provided upon the completion of 630hrs of work.
- 49.5 All part time members shall be compensated for vacation in accordance with the current provisions of the Employment Standards Act.
- 49.6 All part time members shall be entitled to Statutory Holidays in accordance with the provisions of the Employment Standards Act.

- a) A part time member required to work on a Statutory Holiday as defined in Article 32 shall be paid at a rate of one and one-half (1 ½) the member's hourly rate of pay for the said holiday.
- 49.7 All part time members shall be entitled to Maternity/Parental leave in accordance with the provisions of the Employment Standards Act.
 - 49.8 All part time members shall work in accordance with the hours set forth in Article 9 or any hours part thereof.
 - 49.9 All part time members shall be compensated for Bereavement in accordance with Article 38. Compensation exclusively based on the hours/days the member had been scheduled to work during the day(s) specified in Article 38.
 - 49.10 All part time members shall be paid overtime in accordance with the provisions as defined in Article 11 if the said member works in excess of the normal hours worked per pay period.
 - a) All civilian job classes are based on seventy (70) hours worked per pay period save and except the Communication Centre, which is based on eighty (80) hours worked per pay period.
 - 49.11 All other Articles in this Agreement save and except the exclusions and as modified and therefore defined in this Article shall have full application to all part time members.
 - 49.12 Association dues shall be deducted from all part time members on the basis of one and one-half (1 ½) per cent of the member's hourly rate of pay. Dues shall be remitted to the Association as per Article 4.
 - 49.13 Except with respect to the accumulation of seniority as defined in Article 49.25, the provisions of this Article do not apply to full time members.
 - 49.14 Notwithstanding Agreements, Privileges and Benefits as outlined, a part time member shall not be considered as employees in regards to authorized staffing level, nor seek financial benefits over and above any normal enrolments. Should the Board give notice of termination to a part time employee Section 40 of the Police Services Act will not apply.
 - 49.15 All Part Time Emergency Communication Operators shall provide their support service in times of an emergency or unforeseen staffing shortages to meet the exigencies of the Service and are subject to being ordered to work with the exception of the member's other employment obligations.
 - 49.16 All part time members shall not be entitled to the provisions of the following Articles:
 - a) Article 10: Shift Premiums;
 - b) Article 12: Bank Time;
 - c) Article 19: Acting Rank;
 - d) Article 35: Full Time Civilian Members;
 - e) Article 39: Family Leave;

- f) Article 42: Health and Welfare;
- g) Article 44: Survivor's Pension/Benefits;
- h) Article 45: Long Term Disability Article
- i) Article 46: Retirees Benefits.

Permanent Part Time Members

49.17 The Board shall employ a permanent part time member under the following conditions:

- a) A permanent part time position in a specific division, hours calculated in accordance with Article 49.1(c).

49.18 A permanent part time member shall be paid in accordance with the Salary structure defined in Article 8.1.

- a) A permanent part time Emergency Communication Operator shall advance through the salary levels based on the level of competencies they have achieved; defined as follows:

Competency	Maximum Pay Level
Call Taker	Level II
Fire Dispatch	
Call Taker	Level IV
Fire Dispatch	
Police Dispatch	

49.19 All newly hired permanent part time members shall be considered probationary until the completion of 630 hours worked at which time they shall receive payment in lieu of benefits as defined in Article 49.4.

- a) Probationary employees may be discharged at any time during the probationary period with no recourse under this Agreement.

49.20 A permanent part time member shall be entitled to participate in the OMERS Pension Plan in accordance with the provisions of the Pension Benefits Act and the OMERS Act. The Board shall notify the member and the Association when the member qualifies for membership in the OMERS Plan.

- a) Notwithstanding the above provision a permanent part time member shall be entitled to become a member of OMERS upon the date of eligibility at the member's option. The member shall be notified upon eligibility for the OMERS plan;
- b) Once a part time member is eligible and participates in the OMERS Pension Plan, said member's 15% in lieu of Benefits as defined in Article 49.4 will be reduced to 9% and will be enrolled in the OMERS plan.

- 49.21 A permanent part time member shall be entitled to 1 sick day per every 173 hours worked in a given calendar year.
- a) Sick time to be of no monetary value, and shall not be carried from year to year.
- 49.22 Notwithstanding the above provisions of Article 49.5, a permanent part time member shall be entitled to take time off for vacation earned or payment in lieu of vacation at the member's option.
- 49.23 A permanent part time member shall receive service pay in accordance with Article 16 based on 1820 hours or 2080 hours worked as the case may be, to equal one year Service.
- 49.24 A permanent part time member shall accumulate seniority from date of hiring based on hours worked, 1820 hours as the case may be or 2080 hours is equal to one year of service.
- a) Seniority shall have effect wherever seniority has application in this Agreement, but it shall not apply when in conflict with the seniority rights of full time members.
- 49.25 If qualified, a permanent part time member shall have first right of refusal, on the basis of seniority, after full time members, to any full time position that may become available as a result of a vacancy or the creation of a new position.
- a) Seniority accumulated as a part time member shall be credited to a member who becomes a full time member. Calculated on an hourly basis with 2080 hours as credit for each year of Service;
 - b) If the part time member's seniority is equal to that of a full time member, the part time member's seniority will be less one (1) day until there is no conflict with a full time member.

Temporary Part Time Members

- 49.26 The Board shall employ a temporary part time member in accordance with Article 49.1(a) under the following conditions:
- (a) To fill a required need on an occasional basis, or for a defined period no greater than six (6) months;
 - (b) To fill a vacancy of an employee due to a temporary absence of a full time member on an occasional basis or for a defined period no greater than six (6) months working less than twenty-five (25) hours per week;
 - (c) To fill a vacancy of an employee due to the temporary absence of a full time member resulting from an extended illness or injury or in the case of maternity/parental leave exceeding six (6) months but no more than twelve (12) months, provided such vacancy is first offered to all other full time

members, in order of seniority, who are qualified to perform the duties of the vacant position;

- i) In the event a permanent full time member fills a temporary absence, the temporary part time member will fill the position left vacant by the permanent full time member and the hours worked will be in accordance with Article 49.1(b);
- ii) Any hours used by a temporary part time member to fill a vacancy as defined in Article 49.27(c), said hours used will not be incorporated into the collective hours as defined in Article 49.1(b);
- iii) A permanent part time member filling a vacancy as defined in Article 49.27(c) shall return to their previous division at the end of the temporary absence;
- iv) A permanent part time member filling a temporary vacancy as defined in Article 49.27(c) shall not be counted as accumulated seniority for the permanent part time member;
- v) If/when maternity/parental leave legislation changes, the Association agrees to revisit the leave terms defined in Article 49.27(c).

49.27 A temporary part time member shall be paid at Level I of the job class they are filling or division assigned.

49.28 A temporary part time member may be discharged at any time with no recourse under this Agreement.

49.29 No person shall be employed on a temporary part time basis to fill a current or previously existing full time position within the Service except as defined in Article 49.27(b) and (c).

49.30 In addition to the exclusions as defined in Article 49.17 a temporary part time member shall not be entitled to the provisions of the following Articles:

- (a) Article 16: Service Pay;
- (b) Article 18: Promotions/Job Postings;
- (c) Article 34: Sick Leave;
- (d) Article 35: Full Time Civilian Members;
- (e) Article 48: Lay off and Recall;
- (f) Article 54: Established Privileges.

Article 50: Special Constable

- 50.1 Special Constables as defined under Section 2 and Section 91.1 of the Community Safety and Policing Act will not be utilized within the Service outside of their specific designations approved by the board, or, on specific approval of the Solicitor General as the case may be.
- 50.2 Where a Special Constable or a Constable is required to transport a person in custody outside of the territorial boundaries of the Municipality of Chatham-Kent. The transportation of this person in custody shall be carried out by two members.

Article 51: Auxiliary Members

- 51.1 An auxiliary member of the Service shall not perform any police duties that are performed by a police constable except as defined in the Community Safety and Policing Act.
- 51.2 An auxiliary member shall be accompanied or supervised by a police constable when the auxiliary member performs the duties set out in Article 51.1.
- 51.3 The Senior Administration responsible for the Auxiliary Members will work in cooperation with the Association relative to the deployment and assignment of these members.
- 51.4 Auxiliary Members tour of duty shall not exceed eight (8) hours.

Article 52: Volunteers/Citizen Programs

- 52.1 "Volunteer" means a member of the public who donates time without monetary compensation. For the purpose of this Article a "volunteer" shall include a Co-op student.
- 52.2 The Board and the Association recognize that volunteers can provide a valuable contribution to the Police Service.
- 52.3 All Volunteers will be thoroughly screened and assessed to determine their abilities and assignments will be made accordingly.
- 52.4 The Association will be given prior written notice of any proposed new use of volunteers by the Service.
- 52.5 Volunteers, save and except the student co-op program, shall not perform duties that would normally be considered duties of members of the Service.
- 52.6 The chief will endeavor to keep the Association informed when Volunteers are being used by the Service and will work in cooperation with the Association.
- 52.7 The use of volunteers will not result in the layoff or displacement of any bargaining unit member of the Service.

Citizen Academy Program

- 52.8 Program participants shall be restricted to two ride alongs with the Community Patrol Officers during the program and said ride alongs will be restricted to four (4) hours for each.

Article 53: Cadets

- 53.1 Shall mean any full-time civilian member who is appointed to the Chatham-Kent Police Service as a Cadet for an identified period of time:
- a) Cadets shall be appointed for a fixed term or ongoing appointment, subject to the conditions set out in their offer of employment (Contract);
 - b) This position is considered non-sworn and does not include peace officer status as per the Community Safety and Policing Act, 2019;
 - c) Cadets will be employed for a 24-month contract. During which performance and suitability will be constantly reviewed every 6 months; and
 - d) Cadets deemed suitable for employment as a peace officer, may be approved to attend and must successfully complete the Basic Constable Training program.

Article 54: Contract Member

54.1 The Board shall employ a contract member for a specific term either to:

- a) Replace a member, who is on an approved leave of absence;
- b) Work on special projects for a period of up to twelve (12) months or for a greater period if otherwise agreed upon between the parties or;
- c) Provide temporary coverage of open or new positions until an internal transfer or appointment is made for a period of up to twelve (12) months or for a greater period if otherwise agreed upon between the parties;
- d) Contract members shall have no rights under this agreement, save and except those specified in their offer of employment; and
- e) Contract members employment shall end on the specifics laid out in their offer of employment.

54.2 The Board may employ a contract member in any role within the organization as specified above.

Article 55: Lockers

- 55.1 Lockers when assigned for the use of members remain the property of the Chatham Kent Police Service and are subject to inspection at any time.
- 53.1 No search or inspection of a member's locker shall be made unless the member is present.
- 53.2 If the affected member is not able to be present, an Association executive member shall be contacted and present during an inspection of a member's locker.

Article 56: Established Privileges

- 56.1 All practices and working conditions enjoyed by members prior to the execution of this Agreement, provided they are not in conflict with any of the other provisions of the Agreement, the Community Safety and Policing Act (CSPA) or the Regulations made thereunder by the Lieutenant Governor in council, shall be continued and no change therein shall be made unless agreed to by the parties.

Article 57: Labour/Management Committee

- 57.1 To resolve any problems which may arise and to consider and make suggestions and recommendations for their solution, the Parties shall establish a joint committee comprised of no less than two (2) appointees from the Association but no more than three (3) members, no less than two (2) member of the Senior Administration to meet monthly to discuss matters of mutual concern.
- 57.2 The parties may choose to disband the Committee if mutually agreed.
- 57.3 Time spent by appointees on duty, attending such meetings shall not result in loss of regular pay

Article 58: Civilian Job Evaluation

- 58.1 The Board will create a Joint Job Evaluation Committee (JEC) comprised of one (1) representative from the Senior Administration, Senior Officer and the Association, and two (2) civilian employees elected/appointed by their peer group.
- a) The Senior Administration representative will chair the JEC;
 - b) A representative from the Municipal Human Resources Department will serve as a technical advisor/consultant and to train new Committee members in the use of the job evaluation system;
 - c) The process utilized to evaluate civilian job classes will be that used for the Pay Equity process.
- 58.2 The Board will notify the Association within twenty (20) working days of the Boards approval to create a new job class.
- a) The Board and the Association shall sign a memorandum of understanding within two (2) months of a new job class being confirmed.
- 58.3 All newly created job classes must be evaluated by the JEC and assigned a tentative grade, in accordance with Article 8, prior to the position being posted.
- a) The newly created job class shall be re-evaluated by the JEC within six (6) months of the position being filled;
 - b) The JEC Chair shall insure the evaluated job class grade is confirmed within six (6) months, but no later than eight (8) months, after the position has been filled;
 - c) If the grade assigned to the job class is confirmed at a level higher than originally posted, the job class is not subject to the posting process and a retroactive adjustment will be made to the date of confirmation by the JEC;
 - d) If the grade assigned to the job class is confirmed at a lower level than posted, the member's salary shall be adjusted downward immediately following the appeal outcome.
- 58.4 An employee/member hired to a newly created job class shall be advised in writing at the time of offered employment by the Senior Administration, or a designate thereof, the conditions of Article 58.3.
- 58.5 A job class encompassed within this Agreement or any amendment thereof, subject to review by the JEC as a result of a content change, will be re-evaluated within Four (4) months of the Association being notified.
- a) If the grade assigned to the job class is confirmed at a level higher than posted, a retroactive adjustment will be made effective the date the Association was notified of the content change;

- b) A job class assigned a higher grade resulting from a re-evaluation is subject to the posting process if the grade increases or decreases more than one grade;
 - c) If the grade assigned to the job class is confirmed at a lower level than posted, the member's salary shall be red-circled so long as they are employed in that job class, until such time as the current salary falls within the salary grid of the established salary grade;
 - d) Any job under review is subject to an appeal process by the member to the JEC for reconsideration;
 - e) The Board and the Association shall sign a memorandum of understanding within two (2) months of a job class being confirmed or reconsideration has been completed.
- 58.6 The JEC will conduct a complete review of all Civilian jobs on a bi-annual basis to ensure on-going compliance with the Provincial Pay Equity Legislation.
- 58.7 The JEC will develop procedural guidelines inclusive of an appeal process, to insure the spirit and intent of this Article is achieved and maintained.
- a) A dispute resolution process in the form of an external party or consultant shall be an integral element of the guideline;
 - b) Any job under review by the JEC and decisions made thereof are not subject to the grievance process.
- 58.8 It is understood and agreed that it may be necessary from time to time to make mutually agreed alterations to the procedural guidelines of the job evaluation plan or to change Committee members.
- a) Alterations to the plan will be made with regard to the terms of the collective agreement.

Article 59: Disbandment of Police Service

- 59.1 In the event the Chatham-Kent Police Services Board (the "Board") requests that the Chatham-Kent Police Service (the "Service") be disbanded in favour of an Ontario Provincial Police contract, the amalgamation of the Chatham-Kent Police Service with another service, or a Community Safety and Policing Act reduction. The Board and the Chatham-Kent Police Association (the "Association") agree that they shall meet together to negotiate, in good faith, issues of concern arising from the disbandment. These negotiations shall be without prejudice to the position of either party concerning any issues.
- 59.2 The parties agree that the issues to be negotiated shall include, but are not limited to:
- a) Subject to Section 4 herein, costs, if any, relating to transfers of pensions;
 - b) Severance arrangements for members not offered employment by the Ontario Provincial Police, or new policing service provider;
 - c) Provisions dealing with members who are absent from duty by virtue of illness or injury; and
 - d) Provisions dealing with continuation of existing rights of retired members.
- 59.3 In the event the parties are unable to reach an agreement, either may refer outstanding issues to arbitration in accordance with Section 147 as provided for in the Community Safety and Policing Act.
- 59.4 Notwithstanding any other provision contained herein as it relates to the transfer of pensions, in the event a member accepts an offer of employment with the Ontario Provincial Police or new policing service provider as a result of disbandment. The Board shall be responsible for and shall pay any and all costs whatsoever related to the transfer of the member's pension to the pension plan held by the Ontario Provincial Police or the new policing service. For greater certainty, the Board will ensure that the member shall continue to have the same pensionable service under the Ontario Provincial pension plan or new pension plan as the member enjoyed under the current pension plan at no cost to the member.
- 59.5 If a member's employment is terminated as a consequence of any of the following events resulting from a vote from Municipal Council to request
- i) Another police service taking over the policing of the Municipality of Chatham-Kent; or
 - ii) The amalgamation of the Chatham-Kent Police Service with another service

And the member is not offered a position that provides at least 90% of their current compensation, the member shall be notified by the Board, in writing, at least forty-five (45) calendar days prior to the effective date of termination or the Board will pay the

member's salary and benefits in lieu of notice. In addition, the member is entitled to payment by the Board of the following:

1. Affected members shall receive:
 - a. Five (5) weeks of regular salary for each year of employment with the Chatham-Kent Police Service, and any other Police Service as governed by the Community Safety and Policing Act or equivalent, pro-rated for part years.
 - b. A re-training allowance to not exceed five thousand dollars (\$5,000) for the purposes of retraining for new employment. In order to receive reimbursement of the re-training allowance, members must submit receipts within two (2) years from the commencement of the severance entitlement.
2. In calculating years of employment, the parties shall include all years of full-time employment.
3. Notwithstanding the above provisions, no affected member shall receive in excess of twenty-four (24) months of severance entitlement, and no affected member shall receive less than three (3) months of severance entitlement.
4. Each affected member shall elect in writing, to the Chief of Police, or their designate, to receive the severance entitlement either way of salary continuance, or as a lump sum retiring allowance payment. Failing to notify an election, the severance shall be paid as a lump sum.
5. In respect to the above election, any entitlement arising under the relevant collective agreement, including annual leave, statutory holidays, or other accrued banks, shall be paid out and shall not further accrue, whether paid lump sum or salary continuance to the affected member within thirty (30) days of the termination.
6. An affected member who has elected to receive the severance entitlement by way of a lump sum retiring allowance may have some, or all, of the payment rolled over into a RRSP in accordance with their written lawful directions subject to the Income Tax Act.
7. An affected member who elects to receive the payment as a lump sum payment shall forfeit receiving any continuing pension and benefits provided for under the collective agreement for the duration of the entitlement period and subject to the applicable legislation.
8. Full-time affected members who elect to receive the payment by way of a salary continuance shall continue to receive pension and health welfare benefits, with the exception of out-of-country travel insurance and any disability coverage, provided for under the collective agreement for the severance entitlement period.
9. Any affected member who elects to receive the payment by way of salary continuance, and who secures alternative full-time employment that provides at least 90% of their compensation with the duration of the entitlement period, shall receive one half (50%) of the remaining severance entitlement as a lump sum retiring allowance payment.

10. Any affected member who is absent due to illness or disability, at the time of termination, shall receive their entitlements under this agreement at the end of their period of illness or disability, or, such earlier date as they may elect.
11. Any affected member who elects to delay receipt of their severance entitlements in accordance with the above paragraph shall not continue to accrue service for the purposes of calculation of their severance entitlement during the period of their leave.

Article 60: Term of Agreement

- 60.1 Unless stated otherwise. This Agreement shall become effective on the first (1st) day of January in the year 2026, and shall remain in effect for the period of five (5) years ending December 31, 2030. It shall be renewed automatically from year to year thereafter, unless either party gives notice of amendment to the other party within a ninety (90) day period immediately prior to the anniversary date in any calendar year.
- 60.2 The Board shall make all necessary payments required to bring the pay allowances and benefits of all members of the said Police Service up to date under the terms of this Agreement.
- 60.3 The Board agrees to make available through the Chief's office, for inspection by the Association, copies of all contracts that relate to benefit allowances the Association receives.
- 60.4 In the event that either party serves notice to the other party of its desire to amend this Agreement, then this Agreement shall, in accordance with the provisions of the Police Services Act, remain in effect after the anniversary date until it is replaced by a new agreement, decision or award.

Dated in the Municipality of Chatham-Kent, this 14th day of January in the year 2026.

Signed, sealed and delivered in the presence of:

Chatham-Kent Police Service Board:

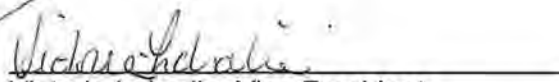

Patrick Weaver, Chair


Darlene Smith-Vieira, Vice Chair

I/We have authority to bind the Board

Chatham-Kent Police Association:


Jason Herder, President


Victoria Labadie, Vice President.

I/We have authority to bind the Association

**Schedule "A"
Sworn Members**

Contract Years			2025	2026	2027	2028	2029	2030
				Jan 1/2026	Jan 1/2027	Jan 1/2028	Jan 1/2029	Jan 1/2030
				6%	4%	4%	4%	4%
Constable	IV-30%	30%	\$78,534.91	\$83,247.00	\$86,576.88	\$90,039.96	\$93,641.56	\$97,387.22
	III-20%	20%	\$89,754.19	\$95,139.44	\$98,945.02	\$102,902.82	\$107,018.93	\$111,299.69
	II-10%	10%	\$100,973.46	\$107,031.87	\$111,313.14	\$115,765.67	\$120,396.29	\$125,212.15
	I 100%	100%	\$112,192.73	\$118,924.29	\$123,681.27	\$128,628.52	\$133,773.66	\$139,124.60
	10yrs +3%	3%	\$115,558.52	\$122,492.03	\$127,391.71	\$132,487.38	\$137,786.88	\$143,298.35
	15yrs +6%	6%	\$118,924.30	\$126,059.76	\$131,102.15	\$136,346.23	\$141,800.08	\$147,472.09
	23yrs +9%	9%	\$122,290.08	\$129,627.48	\$134,812.58	\$140,205.09	\$145,813.29	\$151,645.82
Sgt/Det	112%	12%	\$125,655.86	\$133,195.21	\$138,523.02	\$144,063.94	\$149,826.50	\$155,819.56
	10yrs + 3%	15%	\$129,021.64	\$136,762.94	\$142,233.46	\$147,922.79	\$153,839.71	\$159,993.29
	15yrs + 6%	18%	\$132,387.42	\$140,330.67	\$145,943.89	\$151,781.65	\$157,852.91	\$164,167.03
	23yrs + 9%	21%	\$135,753.21	\$143,898.40	\$149,654.34	\$155,640.51	\$161,866.13	\$168,340.78
S/Sgt & Det/Sgt 124%		24%	\$139,118.99	\$147,466.13	\$153,364.77	\$159,499.37	\$165,879.34	\$172,514.51
	10yrs + 3%	27%	\$142,484.77	\$151,033.86	\$157,075.21	\$163,358.22	\$169,892.55	\$176,688.25
	15yrs + 6%	30%	\$145,850.55	\$154,601.58	\$160,785.65	\$167,217.07	\$173,905.76	\$180,861.99
	23yrs + 9%	33%	\$149,216.33	\$158,169.31	\$164,496.08	\$171,075.93	\$177,918.96	\$185,035.72

SCHEDULE "B" - Civilian Salaries

Old Grade #	New Grade #	Level	2025 Current	2026 4%	2027 4%	2028 4%	2029 4%	2030 4%
Cadet	Cadet	I	\$50,486.73	\$52,506.20	\$54,606.45	\$56,790.71	\$59,062.33	\$61,424.83
		II	\$56,096.37	\$58,340.22	\$60,673.83	\$63,100.79	\$65,624.82	\$68,249.81
		III	\$61,706.00	\$64,174.24	\$66,741.21	\$69,410.86	\$72,187.29	\$75,074.78
		IV	\$67,315.64	\$70,008.27	\$72,808.60	\$75,720.94	\$78,749.78	\$81,899.77
5	1	I	\$58,394.52	\$60,730.30	\$63,159.51	\$65,685.89	\$68,313.33	\$71,045.86
		II	\$60,915.41	\$63,352.03	\$65,886.11	\$68,521.55	\$71,262.41	\$74,112.91
		III	\$63,438.86	\$65,976.41	\$68,615.47	\$71,360.09	\$74,214.49	\$77,183.07
		IV	\$66,141.75	\$68,787.42	\$71,538.92	\$74,400.47	\$77,376.49	\$80,471.55
6	2	I	\$64,701.24	\$67,289.29	\$69,980.86	\$72,780.10	\$75,691.30	\$78,718.96
		II	\$67,401.54	\$70,097.60	\$72,901.51	\$75,817.57	\$78,850.27	\$82,004.28
		III	\$70,286.41	\$73,097.87	\$76,021.78	\$79,062.65	\$82,225.16	\$85,514.16
		IV	\$73,169.99	\$76,096.79	\$79,140.66	\$82,306.29	\$85,598.54	\$89,022.48
7	3	I	\$71,910.20	\$74,786.61	\$77,778.07	\$80,889.20	\$84,124.76	\$87,489.75
		II	\$74,973.21	\$77,972.14	\$81,091.02	\$84,334.66	\$87,708.05	\$91,216.37
		III	\$78,038.79	\$81,160.34	\$84,406.76	\$87,783.03	\$91,294.35	\$94,946.12
		IV	\$81,282.50	\$84,533.80	\$87,915.15	\$91,431.76	\$95,089.03	\$98,892.59
7b	3b	I	\$82,182.15	\$85,469.44	\$88,888.21	\$92,443.74	\$96,141.49	\$99,987.15
		II	\$85,684.03	\$89,111.39	\$92,675.85	\$96,382.88	\$100,238.20	\$104,247.72
		III	\$89,187.18	\$92,754.67	\$96,464.85	\$100,323.45	\$104,336.39	\$108,509.84
		IV	\$92,892.99	\$96,608.71	\$100,473.06	\$104,491.98	\$108,671.66	\$113,018.53
8	4	I	\$80,198.25	\$83,406.18	\$86,742.43	\$90,212.12	\$93,820.61	\$97,573.43
		II	\$83,622.66	\$86,967.57	\$90,446.27	\$94,064.12	\$97,826.68	\$101,739.75
		III	\$87,048.37	\$90,530.30	\$94,151.52	\$97,917.58	\$101,834.28	\$105,907.65
		IV	\$90,653.50	\$94,279.64	\$98,050.83	\$101,972.86	\$106,051.77	\$110,293.84
8b	4b	I	\$91,655.15	\$95,321.36	\$99,134.21	\$103,099.58	\$107,223.56	\$111,512.50
		II	\$95,568.77	\$99,391.52	\$103,367.18	\$107,501.87	\$111,801.94	\$116,274.02
		III	\$99,483.67	\$103,463.02	\$107,601.54	\$111,905.60	\$116,381.82	\$121,037.10
		IV	\$103,605.11	\$107,749.31	\$112,059.29	\$116,541.66	\$121,203.32	\$126,051.46
9	5	I	\$89,573.13	\$93,156.06	\$96,882.30	\$100,757.59	\$104,787.89	\$108,979.41
		II	\$93,355.10	\$97,089.30	\$100,972.88	\$105,011.79	\$109,212.26	\$113,580.75
		III	\$97,319.05	\$101,211.81	\$105,260.28	\$109,470.70	\$113,849.52	\$118,403.50
		IV	\$101,286.89	\$105,338.37	\$109,551.90	\$113,933.98	\$118,491.34	\$123,230.99
9b	5b	I	\$102,370.14	\$106,464.95	\$110,723.54	\$115,152.49	\$119,758.58	\$124,548.93
		II	\$106,691.35	\$110,959.00	\$115,397.36	\$120,013.26	\$124,813.79	\$129,806.34
		III	\$111,221.96	\$115,670.84	\$120,297.67	\$125,109.58	\$130,113.96	\$135,318.52
		IV	\$115,756.44	\$120,386.70	\$125,202.17	\$130,210.25	\$135,418.66	\$140,835.41
10	6	I	\$99,874.04	\$103,869.00	\$108,023.76	\$112,344.71	\$116,838.50	\$121,512.04
		II	\$104,048.77	\$108,210.73	\$112,539.15	\$117,040.72	\$121,722.35	\$126,591.24
		III	\$108,398.01	\$112,733.93	\$117,243.29	\$121,933.02	\$126,810.34	\$131,882.76
		IV	\$112,929.05	\$117,446.21	\$122,144.06	\$127,029.82	\$132,111.02	\$137,395.46
10b	6b	I	\$116,701.96	\$121,370.04	\$126,224.84	\$131,273.83	\$136,524.79	\$141,985.78
		II	\$121,580.10	\$126,443.31	\$131,501.04	\$136,761.08	\$142,231.52	\$147,920.78
		III	\$126,662.15	\$131,728.64	\$136,997.78	\$142,477.69	\$148,176.80	\$154,103.87
		IV	\$131,956.63	\$137,234.89	\$142,724.29	\$148,433.26	\$154,370.59	\$160,545.41
11	7	I	\$111,359.55	\$115,813.94	\$120,446.49	\$125,264.35	\$130,274.93	\$135,485.93
		II	\$116,014.38	\$120,654.96	\$125,481.16	\$130,500.40	\$135,720.42	\$141,149.24
		III	\$120,863.79	\$125,698.34	\$130,726.27	\$135,955.32	\$141,393.53	\$147,049.28
		IV	\$125,915.89	\$130,952.53	\$136,190.63	\$141,638.25	\$147,303.78	\$153,195.93
11b	7b	I	\$133,040.23	\$138,361.84	\$143,896.32	\$149,652.17	\$155,638.26	\$161,863.79
		II	\$138,601.32	\$144,145.37	\$149,911.18	\$155,907.63	\$162,143.94	\$168,629.69
		III	\$144,394.85	\$150,170.64	\$156,177.47	\$162,424.57	\$168,921.55	\$175,678.41
		IV	\$150,430.56	\$156,447.78	\$162,705.69	\$169,213.92	\$175,982.47	\$183,021.77
12	8	I	\$124,165.90	\$129,132.54	\$134,297.84	\$139,669.75	\$145,256.54	\$151,066.81
		II	\$129,356.04	\$134,530.28	\$139,911.49	\$145,507.95	\$151,328.27	\$157,381.40
		III	\$134,763.12	\$140,153.65	\$145,759.79	\$151,590.18	\$157,653.79	\$163,959.94
		IV	\$140,396.22	\$146,012.07	\$151,852.55	\$157,926.65	\$164,243.72	\$170,813.47
12b	8b	I	\$151,665.87	\$157,732.50	\$164,041.80	\$170,603.47	\$177,427.61	\$184,524.72
		II	\$158,005.50	\$164,325.72	\$170,898.75	\$177,734.70	\$184,844.09	\$192,237.85
		III	\$164,610.13	\$171,194.54	\$178,042.32	\$185,164.01	\$192,570.57	\$200,273.39
		IV	\$171,490.83	\$178,350.47	\$185,484.49	\$192,903.86	\$200,620.02	\$208,644.82

**Schedule "C"
Civilian Job Classes**

Grade	5	Executive HR Coordinator
	5	Information Systems Coordinator
	5	Project Manager
	5	Records Manager

Grade	5b	Emergency Communications Centre (ECC) Manager
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Grade	4	Analytics and Powercase Coordinator
	4	Financial-Budget Coordinator
	4	Health and Wellness Coordinator
	4	Information Systems Technician
	4	Information Systems Technician (Data Analyst)
	4	RMS Coordinator-Information Systems Technician

Grade	4b	Emergency Communications Centre (ECC) Supervisor
	4b	Emergency Communications Centre (ECC) Trainer-Supervisor
	4b	Special Constable - Ident

Grade	3	Administrative Assistant - Office of the Chief
	3	Administrative Clerk - CPIC-UCR
	3	Administrative Clerk - FOI Coordinator
	3	Administrative Clerk - RMS Coordinator-Trainer
	3	Administrative Clerk - Training Support
	3	Administrative Clerk - UCR
	3	Corporate Communications
	3	Crime Analyst
	3	Crime Stoppers Program Coordinator and Major Crime Administrative Support
	3	Logistics-Fleet Coordinator
	3	Property Coordinator
	3	Quartermaster-Exhibit Coordinator

Grade	3b	Emergency Communications Operator
	3b	Special Constable - Digital Forensic Examiner
	3b	Special Constable - Patrol-Front Desk
	3b	Special Constable - Court Services
	3b	Special Constable - Crime Prevention

Grade	2	Administrative Clerk - Court Services
	2	Administrative Clerk - Court Support
	2	Administrative Clerk - Criminal Record Checks
	2	Administrative Clerk - Criminal Records
	2	Administrative Clerk - Data Entry
	2	Administrative Clerk - Data Entry - Wallaceburg
	2	Administrative Clerk - DEMS

Grade	1	
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