

COLLECTIVE AGREEMENT

Between

THE ST.THOMAS POLICE SERVICES BOARD

And

THE ST.THOMAS POLICE ASSOCIATION

UNIFORM AGREEMENT



ST. THOMAS
POLICE ASSOCIATION

Expiry Date: December 31, 2028

ORIGINAL

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THIS AGREEMENT is made and entered into this 1st day of January 2024 BETWEEN:

THE POLICE SERVICES BOARD
for the City of St. Thomas, Hereinafter called "The Board"

And

THE ST.THOMAS POLICE ASSOCIATION (Uniform), Hereinafter called "The Association"

DEFINITIONS:

- 1) Act – the Police Services Act, 1990, or Comprehensive Ontario Police Services Act, 2019, when it becomes enacted, as amended from time to time.
- 2) "Board" means the Police Services Board of the City of St. Thomas.
- 3) "Chief" means the Chief of Police of the Police Service of the City of St. Thomas.
- 4) "Service" means the Police Service of the City of St. Thomas.
- 5) "Officer" means a police officer, as defined by the Act, who is employed by the Service.
- 6) "Association" means the St. Thomas Police Association.
- 7) "Base pay" means the officer's annual salary set out in Schedule "A" to this Agreement. Base pay does not include experiential pay, overtime, call back time, court time, paid holiday pay, taxable benefits or any other premium pay or special payments, fees or allowances.
- 8) "Regular pay" means the officer's base pay plus experiential pay where applicable. Regular pay does not include overtime, call back time, court time, paid holiday pay, taxable benefits or any other premium pay or special payments, fees or allowances.
- 9) "Hourly rate" means the officer's regular pay, divided by 2080, as set out in Schedules "A" and "B" to this Agreement.
- 10) "Regular weekly earnings" are calculated by multiplying the officer's hourly rate by his/her regularly scheduled weekly hours of work.
- 11) An "administrative work week" is composed of five eight-hour shifts scheduled between Monday and Friday, inclusive.
- 12) "On Call" duty means that the officer will remain available to report back to active duty within no more than one hour of being called to do so.
- 13) "Overtime/Court/Banked Time (OCB)" refers to banked paid hours which may be accumulated as an alternative to receiving overtime pay, court time allowances or call-back pay, and is subject to the provision of Article X.
- 14) "Active Service" means continual, active, full-time service of officers of the St. Thomas Police Service who are not part time and not retired and are not off duty on long term disability (LTD) and/or WSIB.

- 15) “Member” in the Uniform Collective Agreement refers only to members classified as Cadets including Cadet – General Duties and Cadet in Training – and does not refer to any other civilian members within the St. Thomas Police Service.
- 16) Cadet – General Duties and Cadet in Training – The Uniform Collective Agreement, as hereinafter provided, shall accrue to and apply to members classified as Cadets on the active payroll and including Cadets who are subject to a temporary full time cadet agreement upon being hired of the St. Thomas Police Service and such Agreement will continue thereafter until replaced by a decision or agreement.
- 17) Cadet – General Duties refers to a person meeting the criteria set out in Section 43 of the Police Services Act or pursuant to the CSPA who is hired to undergo training and further development on a full-time basis for the purpose of assessing, through a series of rotational assignments, his/her prospective suitability for selection as a Cadet in Training. For the purposes of this Agreement, such persons shall be regarded as falling within the definition of “member” as outlined, except as otherwise expressly stated, even though technically Cadets would otherwise be Civilian members of the Service.
- 18) Cadet in Training refers to a person meeting the criteria set out in Section 43 of the Police Services Act or pursuant to the CSPA who is selected to undergo Basic Constable Training at the Ontario Police College for prospective appointment as a police officer. For the purposes of the Collective Agreement, such persons shall be regarded as falling within the definition of “member” as outlined, except otherwise expressly stated, even though technically Cadets in Training would otherwise be Civilian members.
- 19) Where, upon successful completion of the Basic Constable Training Program, a Cadet is appointed as a police officer, that members’ employment of the Board shall be deemed to be continuous from the initial date of hire for the purposes of entitlements provided under this Agreement.
- 20) Part time officer means a police officer as defined by the Act who is employed by the Service on a part time basis and is entitled to the conditions as set out for a part time employee.
- 21) Paid Holiday – Refers to Annual Leave and Stat Holiday only.

ARTICLE I- SCOPE

- 1.01** The Board hereby recognizes the Association as the sole collective bargaining agent for all members of the Police Service of the City of St. Thomas as described in the Act, save and except the Chief of Police, the Deputy Chief of Police and the members of the Administration.
- 1.02** The parties agree that the terms and conditions of this Agreement apply to police officers, as defined by the Act, who are employed by the Service. This also applies to cadets.

ARTICLE II-RELATIONSHIP

- 2.01**
- a) The Association recognizes that, subject to the provisions of the Act and the Regulations made there under by the Lieutenant Governor in Council, it is the exclusive function of the Board to:
 - i. Maintain order, discipline and efficiency;
 - ii. Hire, discharge, direct, classify, transfer, promote, demote or suspend, or otherwise discipline any officer.
 - b) The Board agrees that no officer or police cadet will be dealt with adversely without reasonable cause, and that it will exercise the functions outlined in paragraph (a) in a fair and reasonable manner and without discrimination, consistent with this Agreement, the Act and the Regulations made there under by the Lieutenant Governor in Council, and the Ontario Human Rights Code.
 - c) If an officer or police cadet 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 Act, or dealt with under the procedures within the exclusive jurisdiction of the Ontario Civilian Commission on Police Services as prescribed in the Act, as the case may be.
- 2.02** As a condition of employment, every new officer and police cadet shall become a member of the Association in good standing within thirty (30) days of joining the Service.
- 2.03** The Board agrees to deduct an amount equivalent to Association dues and

other amounts duly authorized by the Association from the regular pay of each officer and police cadet and pay the sum so deducted to the Association monthly.

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

ARTICLE III-GRIEVANCE PROCEDURE

- 3.01**
- a) It is the intention of the parties that officers' or police cadet's complaints be adjusted as quickly as possible and that the grievance procedure provided herein shall be followed.
 - b) It is understood that an officer or police cadet will bring any complaint to a Supervisor's or Manager's attention prior to filing a grievance to allow the Supervisor or Manager an opportunity to adjust the complaint.
 - c) Grievances must be presented in writing and must be presented within and not after twenty (20) days following the event giving rise to the grievance or from the time the officer or police cadet reasonably should have been aware of the alleged grievance.
 - d) The officer or police cadet is entitled to be present at all steps in the grievance procedure.
 - e) Any time limits specified in this Article may be abridged or extended by the written consent of the parties.

- 3.02** The following procedure shall be followed when adjusting and settling any grievance:

Step 1 The officer or police cadet shall present the Grievance, either individually or with the assistance of the Association's Grievance Committee, to the Chief, who shall render his decision in writing (the "Step 1 Decision") within seven (7) days of receiving the Grievance.

Step 2 If the Chief fails to render the Step 1 Decision within the timeframe set out above, or if the Step 1 Decision is not satisfactory to the officer, the Grievance Committee shall file the Grievance with the Secretary of the Board within fifteen (15) days of the expiry of the seven-day period following presentation of the Grievance.

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

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

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

ARTICLE IV - CLASSIFICATION AND SALARY SCHEDULE

4.01 Effective January 1, 2024 to December 31, 2028, classifications and salaries shall be as set out in Schedule "A" hereto.

4.02 Effective January 1, 2024, promotion from 4th Class Constable to 3rd Class Constable to 2nd Class Constable to 1st Class Constable shall be based on twelve (12) months of each rank and will not be automatic but based on acceptable performance as determined by the Board upon recommendation from the Chief. Progression to the next rank may be deferred for a period up to 3 months and the promotion will not be retroactive. The officer must be free of both formal and informal discipline.

4.03 The Board reserves the right to determine the number and use of all or any of the police ranks as outlined in the *Act* as the Board in its sole discretion may deem necessary.

4.04 An officer's classification cannot be changed as outlined in Article 4.01 as per the *Employment Standards Act* during any period of absence due to injury or illness.

ARTICLE V - EXPERIENTIAL PAY

5.01 Experiential pay will be paid in accordance with Schedule "B".

A member off on WSIB or LTD (off beyond 15 weeks of medical leave) will be subject to experiential time deductions. This member will have the total calculated weeks of the leave (beyond the initial 15 weeks of the leave) added to the timeframes for existing experiential increases.

- 5.02** Except as provided below, eligibility for experiential pay will be calculated from the date the officer is sworn in as a 4th Class Constable, not from the date of hire as a cadet.
- 5.03** Officers hired from another Police Service will receive experiential pay based on their continuous credited service to the Service or any other recognized Police Service in Canada, unless there was a lapse of one year or more between their previous police experience and the commencement of employment with the Service, in which case no credit for previous service will be given.
- 5.04** Officers hired directly from another Police Service after January 1, 2007 will receive experiential pay based on continuous credited service with any Canadian police service.
- 5.05** Weekly indemnity, long term disability and maternity/parental benefits shall be calculated on the basis of base pay only, i.e. the calculation of benefits shall not include experiential pay. Upon return to full-time active duty, experiential pay will recommence.
- 5.06** Experiential pay will be included for the purposes of calculating pension contributions and premium calculations including overtime, court time, statutory holidays and vacation. However, it will not be included in base pay for the purposes of calculating annual increases.

ARTICLE VI-SENIORITY, LAYOFF AND RECALL

- 6.01** Seniority is defined as the length of continuous service with the Service and for the purpose of this article, shall be applied in determining the order of layoff and recall of officers.
- 6.02** Officers shall be subject to a probationary period in accordance with the *Act*.
- 6.03** The Board shall prepare a seniority list and a copy thereof shall be sent to the Association prior to July 1st in each year.
- 6.04** Seniority rights shall cease and employment will terminate in the following circumstances:

- a) if an officer resigns;
- b) if an officer is discharged under the Act and is not reinstated;
- c) if an officer retires;
- d) if an officer is laid off for a period in excess of twelve (12) months;
- e) if an officer who is laid off does not report for work within fourteen (14) days of recall, except in the case of illness or injury which prevents the officer from reporting to work.

6.05 Subject to its obligations under the Act, if the Board makes the decision to reduce the complement of the Service and the reduction cannot be achieved through attrition, it shall be achieved by a layoff of the necessary number of officers in reverse order of seniority. Subject to Article 6.04(d), when a vacancy arises in the applicable classification, the officers on layoff shall be recalled in order of seniority.

6.06 The right of laid off officers to the benefits of Article 17.01(a) shall continue for the first three (3) months of layoff.

6.07 In relation to Police Cadets:

- a) Cadets shall be on probation until they have been actively at work for a period of twelve (12) months ("the probationary period").
- b) The Service, in its sole discretion, may terminate the employment of a probationary Cadet during the probationary period, with or without just cause. The termination shall not be open to review and the member shall have no recourse to the grievance and arbitration procedure with respect to the termination.
- c) Probationary Cadets shall have no seniority rights during the probationary period.
- d) Upon successful completion of the probationary period, seniority shall date back to the day on which employment began.

ARTICLE VII - PROMOTIONAL EXAM / PROBATION / SPECIAL REMUNERATION

7.01 Promotional Exam & Probation

No officer, having successfully passed an examination required for reclassification to any rank structure shall, for a period of seven (7) years from the said examination, be required to rewrite the examination unless the officer so desires.

7.02 Upon promotion to a new rank, the officer will receive the pay of that rank and will be on probation for a period of twelve (12) months.

7.03 Specialty Remuneration

The Chief or his designate, in their sole discretion, shall appoint **Coach Officers** who, while performing a training function, shall receive \$3.00 per hour in addition to their regular pay.

7.04 Officers who are qualified, assigned and currently available to perform Intoxilyzer technician and/or the duties of the Drug Recognition Expert (DRE Officers), Scenes of Crimes Officer, Accident Reconstructionist, Critical Incident Response Team (CIRT) and Negotiator duties shall receive \$400.00 (2024, 2025, 2026), \$450.00 (2027), \$500.00 (2028) per year to be paid on the first regular payroll in December. In the first year of qualifications this rate is pro-rated from the date of qualification. In addition to their call-back rate, Intoxilyzer Technicians and DRE Officers shall receive \$75.00 per call-back for conducting tests.

7.05 At any point that the member is no longer performing these duties, this special pay is subject to proration.

7.06 Officers who are qualified, assigned and currently available to perform the duties of the **Forensic Identification Officer, the Canine Officer, Street Crime Officers, Property Crime Officers, Detectives and the Supervisors of those units**, shall receive 101% (2024, 2025), 102% (2026), 103% (2027), 104% (2028) per year to be paid on the first regular payroll in December. This amount will be pro-rated for the period of time the officer is assigned to the unit. These percentages are based on the members current pay rate.

7.07 Officers shall receive either the Scenes of Crime officer or the Forensic Identification Officer increment, not both.

ARTICLE VIII - HOURS OF WORK

- 8.01** The normal workweek for officers and police cadets shall average forty (40) hours.
- 8.02** Shifts shall be structured on a “platoon system” for the front line patrol officers and cadets assigned to the twelve (12) hour shifts as follows:
- a) "Day shifts" shall be, in the discretion of the Chief, either 0600 to 1800 or 0700 to 1900.
 - b) "Night shifts" shall be, in the discretion of the Chief, either 1800 to 0600 or 1900 to 0700.
 - c) Front line officers will be scheduled as follows: two day shifts, followed by two night shifts, followed by four days off duty, followed by two day shifts, and so on.
 - d) Officers shall receive two paid 45-minute breaks per shift. Officers will be compensated at regular time for missed breaks in hours that can be added to OCB at the discretion of their supervisor to ensure utilized correctly.
 - e) It is understood and agreed that alternative shifts may be utilized at the discretion of the Chief, with prior notification – a minimum of 36 hours notice - to the affected officer.
- 8.03**
- a) Commencing January 1, 2010, officers and police cadets who are regularly scheduled to work shifts commencing after 1800 hours will receive a **shift premium** of \$500.00 (2024), \$700.00 (2025), \$900.00 (2026), \$1100.00 (2027), \$1300.00 (2028) per year, pro-rated for the period(s) of time during that calendar year in which they are regularly scheduled to work such shifts.
 - b) The shift premium referred to above shall be paid on the first regular pay day in December of each year.

ARTICLE IX - OVERTIME

- 9.01** Officers and police cadets working authorized overtime in excess of 20 minutes beyond their regular shift shall receive, at their option, either:
- a) Pay at the rate of 1.5 times their hourly rate for the hours worked: or

- b) Time off in lieu of overtime pay ("OCB") at the rate of 1.5 hours off for every hour worked, in accordance with Article 9.04 below.

9.02 Overtime pay earned to and including the Saturday prior to payday shall be calculated and paid each payday, except to the extent that the officer or police cadet elects to bank time off as set out in Article 9.01.

9.03 Where an officer or police cadet is required to attend in any Court (as defined in Section 11.01) during a normal tour of duty and is unable to go off duty at the normal time, the additional time worked will be treated as overtime in accordance with this Article.

9.04 Overtime/Court/Banked Time ("OCB") & Entitlements Bank

- a) The banking of OCB must be requested through scheduling software immediately following the overtime worked.
- b) OCB may be taken as time off subject to approval.
 - a. It is understood that there will be two time banks titled Over Time Court Bank (OCB) and Entitlements Bank.
 - b. OCB includes the following
 - i. Any overtime and court time, compensating days off for fitness and mental health incentives
 - ii. The OCB time bank shall have a maximum of 80 hours at any given time (including January 1st of each year).
 - c. Entitlements Bank includes the following:
 - i. Yearly entitlements and yearly carry over.
- c) Members shall aim to use all banked hours prior to December 31st of each year. Should a member be unable to do so, they can submit a request to the Chief of Police for a payout for no more than a total of **55** hours in a given year.
- d) Time payouts will be confirmed up to **55** hours per member by December 1st of each year and upon approval will be paid by the first full payroll in December.
- e) Time carryover shall be no more than **25** hours into the new year.
- f) Time carryover hours must be tracked by a supervisor and used with approval prior to July 31st of the next year or they will expire. Carry over hours (not exceeding **25** hours) will be deposited into the entitlements bank by the supervisor.

ARTICLE X - CALL BACK AND ON-CALL DUTY

10.01 a) Any officer or police cadet who:

- i. Has completed his regularly scheduled shift, has left his place of

employment and is recalled to duty; or

- ii. Is called to duty on his days off; or
- iii. Is scheduled to work and is called to duty prior to his scheduled start time;
- iv. Is called to duty on regular scheduled days off but does not include being called back to duty when off on accrued time (ATO).

shall receive four (4) hours call back pay at a rate of 1.5 times his hourly rate for the first hour or any part thereof. For any time in excess of the first hour, an officer shall receive call back pay at 1.5 times his hourly rate.

- b) At the officer's or police cadet's option, he/she may elect to receive the equivalent OCB in accordance with Article 9.04 above.
- c) A call back will be calculated beginning from the time an officer or police cadet receives the call and confirms attendance, unless the call back is required to cover a personnel shortage for an entire shift or part thereof, in which case, the call back will commence from the start of said shift.
- d) Callbacks and Paid Duties will be posted in a standard way through an approved system.

10.02 Call back pay earned to and including the Saturday prior to payday shall be calculated and paid each payday, except to the extent the officer or police cadet chooses to receive OCB in accordance with Article 9.04 instead.

10.03 Where an officer or police cadet is on approved annual leave and is required to return to work, he/she shall receive twice the amount provided in Article 10.01 and in addition, shall be given a compensating day off.

10.04 Optional Departmental Paid Duties-Special Events

- a) When an officer, regardless of rank, is the successful applicant for an internal posting for departmental paid duties, he/she shall be paid at the rate of 1.5 times the 1st Class Constable base hourly rate, not including experiential pay.
- b) When an officer, regardless of rank, is the successful applicant for an external posting for duties outside the department (e.g. school dances), he/she shall be paid in accordance with the paid duty payment schedule.

- c) When a supervisor is required to fill an internal paid duty specifically for a supervisory position, this paid duty will be paid at a rate of 1.5 times the NCO's base rate, not including experiential pay.
- d) When a cadet is required to fill an internal pay duty specifically for crime scene security or traffic security, this paid duty will be paid at a rate of 1.5 times the cadet's rate.

10.05 "On Call" Duty

- a) It is the responsibility of the officer to ensure that he/she may be easily contacted at all times while on call and that he/she is able to report for duty within the required timeframe.
- b) Effective January 1, 2010 and on January 1st in every year thereafter, officers of the Criminal Investigations Branch and Property Crime Unit assigned to the 10 hour shift, Street Crime Officers; Intelligence officers; and the Canine Officer shall be assigned a schedule of on call shifts for the calendar year.
- c) An officer scheduled for annual on call duty in accordance with Article 10.05(b) shall receive 40 hours of paid time off at his/her regularly hourly rate to be credited to his/her on call bank on January 1st of each year prorated for the period of time during that calendar year in which they are assigned to the unit.
- d) Time in an officer's on call bank must be used before the end of each calendar year, failing which it shall be lost.
- e) If an officer is called for active duty during an on call shift, he/she will receive call back pay in accordance with Article 10.01.
- f) If an officer is unable to be available for an on call shift, it is his/her responsibility to arrange for coverage with another qualified officer.
- g) It is understood that a member who is not regularly assigned to patrol will not be assigned to patrol functions except in exceptional circumstances.

ARTICLE XI -COURT TIME

- 11.01** An officer or police cadet who is otherwise off duty but is required to attend at any Court or Inquest as a result of his/her services to the Service shall receive a court time allowance as follows:

- a) For the first hour or any part thereof on the first day –four (4) hours pay;
- b) For any time in excess of the first hour on the first day – payment for each hour or part thereof at the rate of 1.5 times his/her hourly rate;
- c) At the officer's or police cadets option, he/she may elect to receive the equivalent OCB in accordance with Article 9.04;
- d) If the officer's or police cadet's attendance in Court is due to being charged with a criminal act and he/she is found guilty of that criminal act or a reduced charge arising out of the same facts and/or circumstances, he/she shall not be entitled to any court time allowance as set out in this Article.
- e) If the officer or police cadet is on annual leave or stat holidays, he/she shall receive twice the amounts set out in paragraphs (a) and (b) above. In addition, the officer or police cadet shall receive a compensating paid day off provided that he/she complies with established policy with respect to the selection of annual leave;
- f) If the officer is on pregnancy/parental leave, weekly indemnity, long term disability or WSIB leave, he/she shall receive compensating paid time off, to be taken at the completion of his/her leave, equal to the amount of time spent attending court or an inquest;
- g) Court time allowances earned in a pay period, up to and including the Saturday prior to payday, shall be paid each payday, except where the officer chooses to receive OCB;
- h) All fees payable to an officer or police cadet for attendance in court or at inquests shall be immediately turned over or assigned to the Board
- i) The Chief shall be responsible for keeping and maintaining proper records of attendances in court and at inquests;
- j) This Article has no application to proceedings related to grievances or to proceedings under the Act.
- k) An officer or police cadet shall be given 48 hours notice if their attendance is not required. If not, they will be entitled to 4 hours of pay.

11.02 If an officer or police cadet is required to attend court on a day that falls

between their night shifts, this officer or police cadet shall be entitled to eight (8) clear hours off before they are required to report for duty.

ARTICLE XII-CLOTHING ALLOWANCE

- 12.01** Full time plainclothes officers, shall receive an annual clothing allowance of \$1200.00 (2024, 2025, 2026), \$1300.00 (2027), \$1500.00 (2028) payable in two equal instalments on the first payroll in January and July of each year. This includes the Supervisors of these units.
- 12.02** Clothing allowance will be prorated and paid based on the number of months the officer is assigned to the unit in each calendar year.
- 12.03** In the event a plainclothes officer leaves employment with the Board for any reason, a proportionate deduction will be made from his/her final pay to reimburse the Board for any overpayment of the clothing allowance.
- 12.04** Plainclothes officers will continue to receive their full clothing allowance during an absence due to illness or injury until the end of the calendar year in which the absence commenced.

ARTICLE XIII -WARRANT CARDS AND BADGES

- 13.01** Each officer shall be issued a warrant card, badge and carrying case that shall remain the property of the Board.

Police Cadets shall be issued a departmental identification card.

ARTICLE XIV --CONFERENCES

- 14.01** Upon authorization by the Association, executive members covered by the Uniform and Civilian Collective Agreements shall be granted paid leaves of absence not exceeding thirty (30) working days in total each year to attend to Association business and attend Police Association of Ontario functions, provided such leave, in the reasonable discretion of the Chief, does not interfere with the efficient operation of the Service.
- 14.02** For clarity, executive members of the Service covered by the Civilian Collective Agreement shall be included in this calculation on the understanding that the total aggregate number of paid leaves of absence including officers and members covered by the Civilian Collective Agreement shall not exceed thirty (30) working days.

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

14.04 The President of the Association, or designate, will be provided time to attend legal hearings for all members pertaining to work related matters.

ARTICLE XV - COURSES AND TUITION

- 15.01**
- a) Officers selected by the Chief to attend the Ontario Police College's Basic Constable training course shall be personally responsible for all related costs.
 - b) Officers selected by the Chief to attend other courses at the Ontario or Canadian Police Colleges or other locations will have their tuition, meals and lodgings paid by the Board.
 - c) Police officers, other than police cadets, attending courses, seminars, or lectures shall not be paid a meal allowance if meals are covered by the cost of registration.
 - d) Police officers, other than police cadets, attending courses, seminars, or lectures shall be reimbursed for meals NOT covered by the cost of registration as follows: Meal allowances in the amount of \$75.00 (2024, 2025, 2026), \$90.00 (2027), \$100.00 (2028) per day will be paid upon producing itemized receipts. The member shall submit an expense form which shall include all itemized receipts detailing items purchased excluding alcohol to the Chief of Police for reimbursement.
 - e) Officers shall not be reimbursed for any costs for annual in-service training.

- 15.02**
- a) Officers assigned to attend a course elsewhere than at the Ontario Police College will be entitled to reimbursement for travel expenses for the use of their personal vehicle (should the use of a STPS fleet vehicle not be available) in accordance with the policy of the City of St. Thomas. Officers shall be eligible for reimbursement for the cost of one (1) return visit for five (5) week courses and two (2) return visits for eight (8) week courses.
 - b) For police officers, other than police cadets, travel time for courses at locations other than OPC shall be determined by the Chief of Police. Police officers, other than recruits, required to travel daily to course locations shall be granted travel time to and from the course at 1.5 times regular rate. This is applicable only outside regular work hours

(eight (8) hour work day).

15.03 Officers will be eligible for reimbursement for up to 100% of tuition paid for successfully completed courses of study on the following terms and conditions:

- a) The officer must obtain prior approval for undertaking the course of study from the Chief or his designate;
- b) The course of study must be related or beneficial to the officer's work for the Service;
- c) The officer must apply for reimbursement in writing by no later than December 1st of the year in which the course of study is completed;
- d) The total amount available will be divided by the number of officers who have successfully completed courses of study and have applied for reimbursement in accordance with (c) above and each eligible officer will receive one equal share, subject to (e) below;
- e) If an equal share of the amount available exceeds 100% of the tuition paid by the officer, the excess will be redistributed to any officers for whom the equal share does not constitute 100% of their tuition payment;
- f) Reimbursement will be made during the first week of December in each year;
- g) Members of the Service covered by the Civilian Collective Agreement shall also be entitled to participate in this tuition reimbursement program, on the understanding that the total aggregate amount to be paid by the Board for both officers and members covered by the Civilian Collective Agreement shall not exceed \$5,000.00 annually.
- h) Police Cadets are not eligible for 15.03.

15.04 Officers who are seconded to the Ontario Police College by the Police Service to instruct and train recruits will be temporarily assigned to the next highest rank for the duration of the secondment (ex. A Constable will be assigned to the rank of Acting Sergeant). For the purpose of the temporary active position, a Constable need not write and pass the promotional exam while acting at the College. This temporary rank assignment is valid only while the member is instructing at the Ontario Police College in a training environment. Officer's who return to the Police service in any operational capacity, during or after this temporary rank assignment, automatically revert to their former

rank.

15.05 Off Duty Police Memorial Attendance:

- a) Police officers attending Police Memorial functions while off duty shall receive 8 hours of time added to their OCB for officers attending the Annual Provincial Memorial in Toronto; and 24 hours of time added to their OCB for officers attending the Annual Police Memorial in Ottawa.
- b) It is understood that the time added to the OCB bank will be for the purpose of attending Police Memorial functions only.
- c) The Service will assist with the costs for attending these events by providing a police vehicle; food and accommodations will be shared equally with the Police Association

ARTICLE XVI - BENEFITS

16.01 Group Benefits and Sick Leave

- a) The Board shall arrange and pay 100% of the premiums for a group benefits program for full time officers and police cadets providing the benefits set out in the Master Plan currently in effect or, upon written notice to the Association, a plan of at least equal coverage. Refer to Schedule "C" which is attached to and forms part of this Collective Agreement. Officers and police cadets who are utilizing the benefits described herein shall inform the employer of any change in marital status and number of dependents who may utilize these benefits in accordance with the carrier's requirements.
- b) Officers and police cadets shall qualify for coverage under the group benefits program as follows:
 - i) Weekly Indemnity (WI) benefits as of the first day of the month following the month in which employment commences;
 - ii) Long Term Disability (LTD) benefits as of the first day of the month following the month in which employment commences;
 - iii) All other group benefits (with the exception of Accidental Death and Dismemberment (AD&D) and Group Life Insurance which commence upon hire) will commence six months from the exact date of hire of continuous employment;
 - iv) An officer who qualifies for a normal or unreduced early retirement benefit from OMERS shall be eligible for continuing group benefits other than WI and LTD coverage until the earlier

of his/her 65th birthday or his/her death.

- v) Group benefits under the Master Plan other than WI benefits shall be continued during the first 24 months an officer is in receipt of LTD benefits and shall be discontinued thereafter.
- vi) It is mutually agreed and understood between the parties that without Prejudice and/or Precedent that the City provides Short Term Disability and Long Term Disability Benefits where all premiums are paid for by the City and that the employee's share of any employment insurance premium reduction credited to the Employer is to be applied towards the cost of this coverage.
- c) Where an officer or police cadet has complied with all requirements to apply for WI benefits and payment from the insurance provider is delayed, the Board shall advance the estimated amount of the officer's or police cadet's WI benefit on the officer's or police cadet's regular payday. The officer or police cadet shall assign to the Board any benefits received for a period during which the Board has advanced such payment. If, for any reason, the officer's or police cadet's claim for benefits is denied, the officer or police cadet shall reimburse the Board for all such payments in a timely manner.

d) **Sick Leave & Family Leave**

Sick Leave is paid leave for Members who are unable to attend for their regular scheduled shift due to their own injury or illness.

Family Leave is paid leave for Members who are unable to attend for their regular scheduled shift due to medical emergencies related to the care giving of the following family Members:

- A spouse
 - A parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the Member or Member's spouse
 - The spouse of the Member's child
 - A brother or sister of the Member
 - A relative of the Member who is dependent on the Member for care or assistance.
- i. Sick Leave and/or Family Leave shall be granted to Members at the combined rate of 12 non-cumulative paid casual sick days ("casual sick days") each year at the rate of one (1) such days per completed month of active service.

- ii. The Chief of Police may require a medical certificate for any period of illness or disability where there is a reasonable basis to request such information.
 - iii. At the end of each year, the officer and police cadet shall be paid the cash equivalent of 50% of any unused casual sick days. There shall be no carry over of casual sick days from year to year.
- e) An officer shall be entitled to utilize any earned entitlements to "top up" weekly indemnity benefits to 100% of his/her base pay. The officer shall provide the Board with written direction to do so prior to the submission of payroll in each pay period. Should an officer at any time receive more than 100% of his/her base pay, the overpayment shall be reimbursed to the Board immediately.
 - f) If the Board requires an officer or police cadet to provide a medical certificate for purposes other than those related to WI, LTD or WSIB benefits, or a return to work from a related leave, or to meet the requirements of the OMERS plan, the Board shall reimburse the officer or police cadet for any cost incurred to provide the medical certificate.
 - g) Any officer who has a minimum of ten (10) years continuous employment with the St. Thomas Police Service and who qualifies for a normal or unreduced early retirement benefit from OMERS shall have the benefits of Article 16.01 a) provided to age 65 by the City. Coverage will cease if the employee dies before age 65.
 - h) This benefit is for employees retiring on or after January 1, 2014 and who qualify for a pension as above. In the case of the death of a retiree as defined above prior to age 65, benefits shall continue for the spouse until they reach the age of 65, remarry, live common-law or have or obtain benefits through another employer.

16.02 Employee Assistance Program

The Board will pay the annual membership fee to provide the Employee Assistance program for all officers and police cadets and retirees.

16.03 Mental Health Practitioner's Sub Benefit

The Board will provide a mental health practitioners sub-benefit for all police officers and police cadets and their eligible dependents in the amount of \$4000.00 (2024, 2025, 2026), \$4500.00 (2027), \$5000 (2028).

16.04 Extended Health or Dental Benefit Supplement After Age 65

The Board will pay a retired officer who served the St. Thomas Police Service for a minimum of 10 years and retired from the St. Thomas Police Service and were full time officers as of January 1, 2002 and retired with an unreduced pension, upon reaching the age of 65, a supplement in the amount of up to \$275.00 per month towards the purchase of any extended health or dental benefit package the member/spouse chooses to purchase. The member/spouse must supply proof of active enrolment and participation in an extended health or dental benefit package annually in order to receive the supplement. Failure to provide annual proof of active participation will result in the discontinuation of this supplement.

The supplement will be paid as a direct deposit into the member's/spouse's bank account. In the event that the retired member dies before their spouse, this benefit will continue for the spouse in accordance with the provisions detailed in this clause.

ARTICLE XVII - LEAVES OF ABSENCE

17.01 Maternity/Parental Leave

- a. Members shall be granted maternity/parental leave on the same terms and conditions as set out in the *Employment Standards Act, 2000* or any successor legislation.
- b. Members in receipt of maternity benefits under the Employment Insurance Act (“EI benefits”), shall be eligible to receive a supplemental “top up” benefit such that the member’s total income (including any other sources of income) is 85% of their base pay for a maximum of up to 19 (2024, 2025, 2026), 21 (2027), 23 (2028) weeks of maternity benefits.
- c. Members in receipt of parental benefits under the Employment Insurance Act (“EI benefits”), shall be eligible to receive a supplemental “top up” benefits such that the member’s total income (including any other sources of income) is 85% of their base pay for a maximum of up to 6 (2024, 2025, 2026), 8 (2027), 10 (2028) weeks. If a member chooses to take the extended parental benefits term the amount paid would be equal to the amount which would be paid during the standard parental term.

- d. Proof of receipt of EI benefits must be provided to the Board on a bi-weekly basis.

17.02 Workplace Safety and Insurance Board ("WSIB")

So long as the Full Time / Part Time member is employed by the Board, the member receiving WSIB benefits shall be paid a "top up" amount by the Board such that the member receives a total amount equivalent to their regular pay, subject to the following:

- A. The "top up" amount referred to in paragraph (a) above shall not, under any circumstances result in the member receiving an amount greater than their regular pay in any pay period. Any such overpayment shall be immediately returned to the Board.
- B. The top up payment will be made until such time as the member reaches either (i) or (ii), which ever comes first:

- i) Maximum Medical Recovery (MMR) and/or permanent impairment and can never return to the police service in their pre-injury capacity,

OR

- ii) A maximum of 72 months and WSIB concludes it's final review and locks in LOE determination.

In either of these cases the member will be paid directly by WSIB.

- a) The Association and the Board acknowledge and agree that the WSIB appeal processes could require adjustments to top up payment amounts.
- b) Any member in receipt of WSIB loss of earnings benefits will apply for an OMERS Waiver.
- c) Members in receipt of WSIB loss of earnings whether paid by the Board or direct by WSIB agree to retire no later than their normal retirement age or their early unreduced retirement age, as specified by their OMERS plans.

17.03 Bereavement Leave

- a) Provided a senior officer or shift supervisor is notified of a death in the

officer's or police cadet's immediate family, an officer or police cadet's who is absent from work as a result shall be entitled to compensation for working time lost from his/her regular schedule at regular pay for up to four (4) days for members working 12 hour shifts or 10 hour shifts and up to five (5) days for members working 8 hour shifts. Such leave may commence no earlier than the date of the death.

- b) "Immediate family" shall include the officer's spouse, common-law spouse (living together for 1 year or child together or represent themselves as a couple), same- sex spouse, parent, step-parent, sibling, step-sibling, child, step-child, ward, guardian, grandparent or grandchild, step grandparent or step grandchild, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law or daughter-in-law, members of a spouses immediate family.
- c) When an officer or police cadet who is absent from work as a result of the death of an aunt, uncle, first cousin, niece or nephew shall be entitled to compensation for working time lost for his/her regular schedule at regular pay for one (1) working day to attend the funeral.
- d) Upon application, the Chief may grant time off with pay taken from the officer's or police cadet's annual entitlements or OCB for immediate family or any other family member.
- e) The provisions of this article shall not apply where an officer is already off duty on regular weekly leave, annual leave or paid holidays.

17.04 Personal Leave

Officers may apply to the Chief for an unpaid personal leave of absence which will be granted or denied at the discretion of the Chief. Such leave will not be granted for the purpose of the officer's acceptance of alternative employment.

ARTICLE XVIII - PAID HOLIDAYS AND VACATION

18.01 Paid Holidays

- a) The Board shall recognize the following paid holidays:
 - 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) National Day for Truth and Reconciliation
- 10) Thanksgiving Day
- 11) Remembrance Day
- 12) Last working day before Christmas Day
- 13) Christmas Day
- 14) Boxing Day
- 15) Officer's Birthday

- b) Officers and police cadets working eight-hour shifts shall normally take paid holidays off as they fall.
- c) Officers and police cadets working eight-hour or ten-hour shifts who are required to work on a paid holiday shall receive:
 - i) Pay at their regular hourly rate for all hours worked; and
 - ii) Credit for an additional one-half hour at their regular hourly rate for each hour worked to be paid out at the end of each calendar year; and
 - iii) A compensating day off, keeping in mind the efficient operation of the Service.
- d) Officers and police cadets working on twelve-hour shifts who are required to work on a paid holiday shall receive:
 - i) Pay at their regular hourly rate for all hours worked; and
 - ii) Credit for an additional one-half hour at their regular hourly rate for each hour worked to be paid out at the end of each calendar year.
- e) At the commencement of each year, officers and police cadets working 12-hour shifts shall be granted 120 hours (15 paid holidays x 8 hours) of paid holiday time to be scheduled in the discretion of the Chief with seniority given preference.
- f) An officer or police cadet who is absent from work on a paid holiday due to illness or injury shall receive any WSIB, WI, LTD benefits or sick pay to which he/she is entitled and shall not receive paid holiday pay.

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

18.02 Vacations

- a) Every officer and police cadet will be granted an annual vacation with pay in accordance with his/her active service with the Service or any other recognized Police Service in Canada, except as set out below.
- b) Where an officer or police cadet was hired prior to January 1, 2005, if there was a lapse of one year or more between the end of his/her service with the previous Police Service and the commencement of his/her service with the Service, no credit for previous service will apply.
- c) Where an officer or police cadet was hired on or after January 1, 2005, if there was a lapse of six months or more between the end of his/her service with the previous Police Service and the commencement of his/her service with the Service, no credit for previous service will apply.
- d) Effective January 1, 2015, all officers and police cadets who by December 31st have established seniority (6 months of employment) and who have been employed by the St. Thomas Police Service for a period less than 12 months prior to December 31st in any year, shall be entitled to one day's vacation with pay for each full month of active service to be taken upon approval of their supervisor. In no event shall vacation with pay as herein before provided exceed ten (10) working days.

Vacation will be granted as follows:

- 1) Where by December 31st, an officer or police cadet will have completed one (1) year of active service, an officer or police cadet shall receive two (2) weeks paid vacation.
- 2) Where by December 31st, an officer or police cadet will have completed three (3) years of active service, an officer or police cadet shall receive three (3) weeks paid vacation.
- 3) Where by December 31st, an officer or police cadet will have completed eight (8) years of active service, an officer or police cadet shall receive four (4) weeks paid vacation.
- 4) Where by December 31st, an officer will have completed fifteen (15) years of active service, an officer shall receive five

(5) weeks paid vacation.

- 5) Where by December 31st, an officer will have completed twenty (20) years of active service, an officer shall receive six (6) weeks paid vacation.
 - 6) Where by December 31st, an officer will have completed twenty-five (25) years of active service, an officer shall receive seven (7) weeks paid vacation.
 - 7) Where by December 31st, an officer will have completed thirty (30) years of active service, he shall receive eight (8) weeks paid vacation.
 - 8) Every officer or police cadet who does not otherwise qualify under the provisions of this section shall be paid in accordance with the provisions of the Employment Standards Act.
 - 9) Should an officer or police cadet leave employment in the year they are to advance in vacation allotment, the anniversary date of their hire will be used to determine eligibility of an increase in vacation. It is further understood and agreed that an officer's or police cadet's anniversary date will be used when calculating the payout of any earned vacation credits on retirement, sickness, termination and/or in the event of death of any employee while in the service of the Police Service, shall be prorated.
- e) Vacation pay shall be calculated on regular weekly earnings only.
 - f) Vacation schedules shall be in the sole discretion of the Chief, with seniority given preference, having regard to the exigencies of the Police Service.
 - g) Other than as set out in Article 16.01(f), no vacation time shall be lost as a result of an accident or occupational illness incurred in the performance of duty, or due to a non-occupational illness for which the officer is in receipt of sick pay, WI.
 - h) Vacation shall be accrued during the first 15 weeks of WSIB (same as STD) or while on a modified or gradual return to work plan and still receiving LTD or WSIB benefits. No vacation shall be accrued when a member is on fulltime leave receiving WSIB benefits after the first 15 weeks or while receiving LTD benefits.

- i) Officers on a platoon will be provided with a vacation schedule showing blocks of working days available for vacation time. Officers shall indicate their choice of blocks of vacation time (to which 40 hours of pay will be attributed) or days of vacation time (to which eight hours of pay will be attributed).
- j) Where an officer assigned to a 10 hour shift or a 12-hour shift is scheduled for vacation, two days before and after the block will be considered vacation for the purposes of call back and court time.

18.03 The following provisions shall apply to the taking of annual leave, entitlement hours, OCB, On Call Block, Training and statutory leave/paid holidays as per 18.01 (a):

- a) No more than two and/or three Constables shall be on leave from any Platoon at one time according to staffing needs of the service.
- b) The following provisions will apply to members:
 - i) Only one Constable of a C.I.B. investigative team may be on leave at any given time.
 - ii) No more than one Street Crime or Property Crime Unit Constable shall be on leave at one time.
 - iii) CIB Sergeant and Street Crime or Property Crime Unit Sergeant cannot be on any of the leaves described above at the same time.
 - iv) Support Services Supervisor and Court Unit Supervisor cannot be on any of the leaves described above at the same time.
 - v) Only one sworn officer at the ECC can be off at once.

ARTICLE XIX - PENSIONS

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

19.02 The Board will provide an OMERS Type I Supplementary Pension Plan for all eligible officers in accordance with the terms of the plan.

ARTICLE XXI-ACTING RANK

- 20.01** Officers, who are temporarily assigned to a higher rank, shall be paid for the period of such assignment, in accordance with the salary schedule for the rank to which he has been so assigned. For the purposes of this article, "higher rank" shall mean a rank with the higher rate of pay. This section pertains to secondments to the Ontario Police College.

ARTICLE XXI-NEGOTIATING COMMITTEE

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

ARTICLE XXII-REGIONAL GOVERNMENT

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

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

ARTICLE XXIII-TERM OF AGREEMENT

- 23.01** This agreement shall remain in full force and effect from January 1, 2024 to December 31, 2028, and year-to-year thereafter until replaced by a new agreement, decision or award.
- 23.02** It is understood that where the existing agreement has been changed or altered following negotiations between the parties, such changes or alterations as agreed upon shall take effect not earlier than the date the

formal agreement covering same has been reduced to writing and executed by the parties thereto, with the exception of wages which shall be effective January 1, 2024 for all employees on staff at ratification by both parties.

ARTICLE XXIV - LOCKERS AND PERSONAL FILE

- 24.01** No search or inspection of an officer's or police cadet's locker shall be made unless the officer or police cadet or an elected member of the Association is present. Should efforts fail to contact an elected member and time is of the essence, entry may be gained provided it is done so in the presence of an officer or police cadet of equal rank to the officer whose locker is being entered. Written notice shall be left for the officer or police cadet indicating the reason for the inspection and the names of those present.
- 24.02** No record of misconduct shall appear in an officer's file unless the officer is found guilty of misconduct under the provisions of Part V of the *Police Services Act* or pursuant to the CSPA.

ARTICLE XXV - GENERAL PROVISIONS

- 25.01** The Association shall provide the Administration with a listing of duly elected Association officials at least annually and upon change.

ARTICLE XXVI - LEGAL INDEMNIFICATION

- 26.01 Subject to the other provisions of this Article:**
- a) An officer or police cadet charged with but found not guilty of a criminal or other federal offence because of acts done in good faith in the performance of his/her duties shall be indemnified for necessary and reasonable legal costs incurred in defending such charges;
 - b) An officer or police cadet charged with but found not guilty of a provincial offence because of acts done in good faith in the performance of his/her duties shall be indemnified for up to Five Thousand Dollars (\$5,000) of necessary and reasonable legal costs incurred in the defence of such charges;
 - c) An officer designated as a subject officer in an investigation undertaken by the Special Investigations Unit or the Office of the Independent Review Director shall be indemnified for necessary and reasonable legal costs incurred in the course of seeking advice and

representation during the investigation, provided that the officer was acting in good faith in the performance of his/her duties during the incident(s) being investigated. If the officer is subsequently charged with a statutory offence or named a defendant in a civil action relating to the same incident(s), the applicable provisions of Articles 26.01(a), (b) and (e) shall apply;

- d) An officer designated as a witness in an investigation undertaken by the Special Investigations Unit shall be indemnified for necessary and reasonable legal costs incurred during the initial, on-site investigation. Where more than one officer and/or other member of the Service is so designated, necessary and reasonable legal costs will be indemnified for one counsel to collectively represent all witnesses;
- e) If an officer or police cadet is named as a Defendant in a civil action for damages arising out of acts done in good faith in the performance of his/her duties, and
 - i) if the Board is not joined in the action as a party;
 - ii) if the Board does not defend the action on behalf of itself and the officer jointly; or
 - iii) if counsel representing the Board determines that s/he is unable to represent the officer or police cadet for any reason; then the officer or police cadet shall be indemnified for necessary and reasonable costs incurred in his/her defence of the action, provided that he/she is not found to be liable for any damages. Any legal costs recovered by the officer or police cadet in the action shall be deducted from the indemnification;
- f) If an officer's or police cadet's conduct is called into question in the course of a Public Inquiry ("Inquiry") or a Coroner's Inquest ("Inquest"), and
 - i) if the Board is not represented at the Inquiry or Inquest;
 - ii) or if counsel acting on behalf of the Board determines s/he is unable to represent the officer or police cadet for any reason;

the officer or police cadet shall be indemnified for necessary and reasonable costs incurred for representation by counsel at the Inquiry or Inquest, provided s/he was acting in good faith in the performance of his/her duties during the incident leading to the Inquiry or Inquest.

26.02 For the purposes of Article 26.01:

- a) An officer or police cadet shall be deemed to have been found not guilty where:
 - i) he/she is acquitted;
 - ii) the charges are withdrawn; or
 - iii) he/she is discharged following a preliminary inquiry.
- b) An officer or police cadet shall be deemed to have been found guilty where:
 - i) he/she pleads or is found guilty;
 - ii) he/she is given an absolute or conditional discharge; or
 - iii) he/she subsequently pleads guilty, is found guilty or given an absolute or conditional discharge to other charges arising out of the same incident(s).

26.03 Officers and police cadets shall NOT be indemnified for legal costs arising from:

- a) Grievances or complaints under the Collective Agreement between the parties;
- b) Any actions or omissions by officers or police cadets in their capacity as private citizens;
- c) An internal discipline charge under the Act.
- d) Investigations and complaints under the Board's harassment and discrimination policy.

26.04

- a) Applications for approval for legal indemnification shall be made in writing to the Chief or his/her designate as soon as the officer or police cadet is aware of a legal proceeding in which he/she requires legal representation.
- b) Legal costs incurred prior to approval for indemnification will be paid only where the Chief is satisfied that it was not possible in the circumstances for the officer or police cadet to obtain prior approval and that the application for approval was made at the earliest opportunity.
- c) The officer or police cadet shall be indemnified for the legal costs of counsel whose hourly rate is no more than \$300.00 per hour.
- d) The officer or police cadet shall enter into a written retainer agreement with counsel, the form and substance of which shall be approved by the Chief or his/her designate.

- e) For the purposes of this Article, "legal costs" shall be the actual costs disclosed on the accounts rendered by counsel performing the work.
- f) Any account submitted by counsel is subject to the review and approval of the Chief or his/her designate. In the event the account is not approved, the officer or police cadet may have the account assessed on a substantial indemnity basis in accordance with Rule 58 of the *Rules of Civil Procedure*. The officer shall be reimbursed by the Board for the cost, if any, of filing the Notice of Assessment.

26.05 For the purposes of this Article:

- a) The legal costs will be deemed to have been incurred by the officer or police cadet notwithstanding that s/he may have received financial assistance from the Association in that regard or that the Association paid or incurred the cost directly;
- b) "Officer" shall include a former officer and "Police Cadet" shall include former police cadet and/or his/her estate where the charge and/or action arose out of an incident(s) which occurred while the officer or police cadet was actively employed by the Board; and
- c) Where an officer or police cadet is a party to proceedings outside Ontario for which s/he is entitled to legal indemnification, legal costs shall be deemed to include all reasonable out of pocket expenses associated with the proceedings, including travel, accommodation and meal expenses consistent with the Board's policies and practices for other types of work-related travel.

26.06 Any disputes regarding the granting of legal indemnification shall be resolved by way of the grievance procedure in Article III herein.

26.07 In the event of a dispute regarding the granting of legal indemnification:

- a) Any finding of guilt (as defined herein) in a statutory offence proceeding; or
- b) Any finding of liability in a civil action for damages; or
- c) Any finding of misconduct or unsatisfactory work performance in a proceeding under Part V of the *Police Services Act* or pursuant to the CSPA; shall be determinative of the issue of guilt, liability, misconduct or unsatisfactory work performance for the purpose of any grievance related to legal indemnification.

ARTICLE XXVII – FITNESS & MENTAL HEALTH INCENTIVE

- 27.01** Any officer who qualifies for the Voluntary Fitness Pin shall receive one (1) compensating day off equivalent to the officer's assigned shift when the pin was achieved.
- 27.02** Any member who completes a voluntary annual psychological assessment by a qualified professional (i.e. psychotherapist, psychologist, psychiatrist) and provides an approved note showing their attendance shall receive (1) compensating day off equivalent to the member's assigned shift when the maintenance check-up took place.

This incentive does not apply to the STPS Safeguard/Wellness Program.

The member must use their own benefits to cover the cost of this appointment/proof of completion.

ARTICLE XXVIII – PART TIME OFFICERS

28.01 Part Time Officer

- a) Progression through the pay scale for part time officer in their respective classifications shall be based upon the completion of the equivalent period of employment for full time officers calculated upon a full time equivalency of two thousand and eighty (2080) hours per year. When the salary progression through the salary schedule of a uniform position is at a six month interval, the part time officer will progress through the salary schedule upon completion of one thousand and forty (1040) hours of employment at the lower salary.
- b) Part time officers will be paid at straight time for all hours worked in excess of 8 hours in one workday. Part time officers will not be paid at 1.5X rate for work over 8 hours until 44 hours of work in a workweek has been reached as per Employment Standards.
- c) Part Time officers will be paid for statutory holidays as per Employment Standards - the amount of public holiday pay to which an officer is entitled is all of the regular wages earned by the officer in the four work weeks before the work week with the public holiday plus all of the vacation pay payable to the officer with respect to the four work weeks before the work week with the public holiday, divided by 20.
- d) All part time officers will receive 4% (for less than 5 years of service) or 6% (for 5 years or more service) vacation pay on gross earnings paid in each pay period as per Employment Standards.

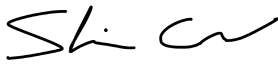
- e) Part time officers will not bank time. All time worked will be paid in each pay period.

IN WITNESS WHEREOF each of the parties has caused this agreement to be signed by its authorized representatives as of the day and year first above written.

ST. THOMAS POLICE ASSOCIATION



President, P. Tunks



Secretary, S. Coward

October 01, 2023

Date

ST. THOMAS POLICE SERVICES BOARD



Board Chair, D. Reith



Secretary, T. Terpstra

September 27, 2023

Date

Schedule "A" - Salary Schedule (Uniform)

		3%	3%	3%	4%	5%
Position	July 2023 Rate	JANUARY 2024	JANUARY 2025	JANUARY 2026	JANUARY 2027	JANUARY 2028
Staff Sergeant	\$133,388.90	\$137,390.57	\$141,512.28	\$145,757.65	\$151,587.96	\$159,167.36
	\$64.13	\$66.05	\$68.03	\$70.08	\$72.88	\$76.52
Sergeant	\$123,467.83	\$127,171.86	\$130,987.02	\$134,916.63	\$140,313.30	\$147,328.96
	\$59.36	\$61.14	\$62.97	\$64.86	\$67.46	\$70.83
1st Class Constable <i>2024 & beyond - 12mths</i>	\$110,236.88	\$113,543.99	\$116,950.31	\$120,458.82	\$125,277.17	\$131,541.03
	\$53.00	\$54.59	\$56.23	\$57.91	\$60.23	\$63.24
2nd Class Constable <i>2024 & beyond - 12mths</i>	\$99,067.98	\$102,040.02	\$105,101.22	\$108,254.26	\$112,584.43	\$118,213.65
	\$47.63	\$49.06	\$50.53	\$52.05	\$54.13	\$56.83
3rd Class Constable <i>2024 & beyond - 12mths</i>	\$93,702.38	\$96,513.45	\$99,408.85	\$102,391.12	\$106,486.77	\$111,811.10
	\$45.05	\$46.40	\$47.79	\$49.23	\$51.20	\$53.76
4th Class Constable <i>(2nd 6mths)</i> <i>2024 & beyond - 6 mths</i>	\$82,678.71	\$85,159.07	\$87,713.84	\$90,345.26	\$93,959.07	\$98,657.02
	\$39.75	\$40.94	\$42.17	\$43.44	\$45.17	\$47.43
4th Class Constable <i>(1st 6mths)</i> <i>2024 & beyond - 6mths</i>	\$66,144.25	\$68,128.58	\$70,172.43	\$72,277.61	\$75,168.71	\$78,927.15
	\$31.80	\$32.75	\$33.74	\$34.75	\$36.14	\$37.95
Cadet	\$50,102.66	\$51,605.74	\$53,153.91	\$54,748.53	\$56,938.47	\$59,785.39
	\$24.09	\$24.81	\$25.55	\$26.32	\$27.37	\$28.74

Schedule "A.2" - Salary Schedule (Uniform)

Position	July 2023 Rate	JANUARY 2024	JANUARY 2025	JANUARY 2026	JANUARY 2027	JANUARY 2028
Staff Sergeant	\$133,388.90	\$137,390.57	\$141,512.28	\$145,757.65	\$151,587.96	\$159,167.36
	\$64.13	\$66.05	\$68.03	\$70.08	\$72.88	\$76.52
8-16 Completed Years of Active Service		\$140,796.89	\$145,020.79	\$149,371.42	\$155,346.27	\$163,113.59
		\$67.69	\$69.72	\$71.81	\$74.69	\$78.42
17-22 Completed Years of Active Service		\$144,203.21	\$148,529.30	\$152,985.18	\$159,104.59	\$167,059.82
		\$69.33	\$71.41	\$73.55	\$76.49	\$80.32
23+ Completed Years of Active Service		\$147,609.53	\$152,037.81	\$156,598.95	\$162,862.90	\$171,006.05
		\$70.97	\$73.10	\$75.29	\$78.30	\$82.21
Sergeant	\$123,467.83	\$127,171.86	\$130,987.02	\$134,916.63	\$140,313.30	\$147,328.96
	\$59.36	\$61.14	\$62.97	\$64.86	\$67.46	\$70.83
8-16 Completed Years of Active Service		\$130,578.18	\$134,495.53	\$138,530.40	\$144,071.61	\$151,275.19
		\$62.78	\$64.66	\$66.60	\$69.27	\$72.73
17-22 Completed Years of Active Service		\$133,984.50	\$138,004.04	\$142,144.16	\$147,829.93	\$155,221.42
		\$64.42	\$66.35	\$68.34	\$71.07	\$74.63
23+ Completed Years of Active Service		\$137,390.82	\$141,512.55	\$145,757.92	\$151,588.24	\$159,167.65
		\$66.05	\$68.03	\$70.08	\$72.88	\$76.52
1st Class Constable	\$110,236.88	\$113,543.99	\$116,950.31	\$120,458.82	\$125,277.17	\$131,541.03
	\$53.00	\$54.59	\$56.23	\$57.91	\$60.23	\$63.24
8-16 Completed Years of Active Service		\$116,950.31	\$120,458.82	\$124,072.58	\$129,035.48	\$135,487.26
		\$56.23	\$57.91	\$59.65	\$62.04	\$65.14
17-22 Completed Years of Active Service		\$120,356.63	\$123,967.32	\$127,686.34	\$132,793.80	\$139,433.49
		\$57.86	\$59.60	\$61.39	\$63.84	\$67.04
23+ Completed Years of Active Service		\$123,762.95	\$127,475.83	\$131,300.11	\$136,552.11	\$143,379.72
		\$59.50	\$61.29	\$63.13	\$65.65	\$68.93

Schedule "B" - Experiential Pay (Uniform)

(1st Class Constable Base 3%/6%/9%)

	JANUARY 2024	JANUARY 2025	JANUARY 2026	JANUARY 2027	JANUARY 2028
1st Class Constable Base Rate	\$113,543.99	\$116,950.31	\$120,458.82	\$125,277.17	\$131,541.03
8-16 Completed Years of Active Service (3%)	\$3,406.32	\$3,508.51	\$3,613.76	\$3,758.32	\$3,946.23
17-22 Completed Years of Active Service (6%)	\$6,812.64	\$7,017.02	\$7,227.53	\$7,516.63	\$7,892.46
23+ Completed Years of Active Service (9%)	\$10,218.96	\$10,525.53	\$10,841.29	\$11,274.95	\$11,838.69

Schedule C

Summary of Group Benefits

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

1) Ontario Health Insurance Plan.

2) Semi-private hospital care.

3) Ambulance services and private duty nursing.

4) Extended Health Care Plan - Deductible (\$10 Single and \$20 Family).

5) No deductible on prescription drugs.

6) Coverage for \$1,723.03 (2023 rate) per person per year for all paramedical practitioners, increasing the coverage amount by 2% per year commencing January 1, 2017 and on the 1st of January of each year of the agreement.

January 2023 RATE	JANUARY 2024	JANUARY 2025	JANUARY 2026	JANUARY 2027	JANUARY 2028
	2%	2%	2%	2%	2%
\$ 1,723.03	\$1,757.49	\$1,792.64	\$1,828.49	\$1,865.06	\$1,902.36

7) Dental care Plan #9 (braces 50/50 shared risk, \$4,000 overall lifetime maximum for subscriber and eligible dependants.

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

9) Dental checkups for adults every 9 months; dental checkups for children every 6 months.

10) Orthotics - 1 pair per year

11) Vision care - \$500 every 24 months for subscriber and eligible dependants. laser corrective surgery is included as an insurable expense in the \$500 coverage for vision care. The benefit amount of \$574.33 (2023 rate) will be increased 2% per year commencing January 1, 2017 and on the 1st of January of each year of the agreement.

January 2023 RATE	JANUARY 2024	JANUARY 2025	JANUARY 2026	JANUARY 2027	JANUARY 2028
	2%	2%	2%	2%	2%
\$ 574.33	\$585.82	\$597.53	\$609.48	\$621.67	\$634.11

12) One eye examination ever 12 months

13) Hearing aid coverage \$1,000 every 36 months.

14) Deluxe Travel Plan

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

SCHEDULE D - CADET EMPLOYMENT AGREEMENT

BETWEEN:

The St. Thomas Police Services Board

AND

NAME

WHEREAS the St. Thomas Police Service ("the Service") has identified the need for Cadets to assist in the operations of the Service; **AND WHEREAS** an offer of employment in the Service's Cadet Program has been extended to **NAME** ("the Cadet");

THEREFORE, the Service and the Cadet covenant and agree as follows:

- 1) This Agreement will become effective upon the date signed by the Service and the Cadet, for a term of one year, renewable thereafter at the discretion of the Service for a further term not to exceed a period of one year.
- 2) The Cadet understands and agrees that this term of employment is not a guarantee of further employment in a Constable position or otherwise.
- 3) The Cadet understands and agrees that, in order to be considered for a position as a Constable, he/she must be successful in all areas of the St. Thomas Police Service Constable Selection Process, including positive Supervisory evaluations, a recommendation from his/her Supervisor, a positive interview / presentation and subsequent recommendation by a selection board, have a current Fitness Pin (Ontario Police Fitness Award) with a minimum score of 75%, and successful completion of an updated background investigation.
- 4) The Cadet understands and agrees that, in addition to this Agreement, his/her employment with the Service will be governed by the terms and conditions of the Uniform Collective Agreement and any Memorandums of Agreement respective of Cadets therein, between the St. Thomas Police Services Board and the St. Thomas Police Association.
- 5) The Cadet understands and agrees to successfully complete the Police Fitness Testing (PIN test) annually with a score of 75%. The PIN test must be valid when this Agreement is renewed and at the time of any application for the position of Constable.
- 6) The Cadet understands and agrees that they will complete a mandatory annual psychological assessment by a qualified professional (i.e. psychotherapist, psychologist, psychiatrist) and will provide an approved note showing their

attendance prior to the expiry of this contract. The Cadet shall receive (1) compensating day off equivalent to the member's assigned shift when the maintenance check-up took place. This incentive does not apply to the STPS Safeguard Program. The Cadet must use their own benefits for coverage of this appointment/proof of completion.

- 7) The Cadet understands and agrees that they must be employed with the Service for more than six (6) months before they may apply to a Constable Selection Process. This requirement can be waived at the sole discretion of the Service.
- 8) Failure to comply and/or meet the required standards, as set out in this Cadet Employment Agreement could result in termination from the St. Thomas Police Service.
- 9) Any breach of a provincial or federal law may result in immediate dismissal.

Dated this **00** day of **Month, Year** at the City of St. Thomas, in the County of Elgin.

St. Thomas Police Services

Board:

Police Chief or Designate:

Cadet
