



UNIT – A

2021 – 2024 COLLECTIVE AGREEMENT

BETWEEN

LASALLE POLICE SERVICES BOARD

-and -

LASALLE POLICE ASSOCIATION



UNIT – A

2021 – 2024 COLLECTIVE AGREEMENT

INDEX

Section 1	GENERAL	
Article 1	COVERAGE	4
Article 2	INTERPRETATION	4
Article 3	RECOGNITION	5
Article 4	RANK, CLASSIFICATION & SALARY	6
Article 5	SHIFT SCHEDULE.....	7
Section 2	OVERTIME	
Article 6	CALCULATION	9
Article 7	VACATION/ANNUAL LEAVE.....	9
Article 8	STATUTORY HOLIDAYS	10
Article 9	ACTING RANK	10
Article 10	CALL IN.....	11
Article 11	ORDERED.....	11
Article 12	CONSULTATION.....	11
Article 13	COURT	11
Article 14	CHANGE OF SHIFT.....	12
Article 15	STAND BY DUTY/ON CALL	13
Article 16	LUNCH.....	13
Article 17	FLEX TIME.....	13
Section 3	TIME OFF	
Article 18	TIME OFF BANKS.....	14
Article 19	VACATION/ANNUAL LEAVE.....	14
Article 20	STATUTORY HOLIDAYS	15
Article 21	SICK LEAVE	15
Article 22	BEREAVEMENT LEAVE.....	16
Article 23	CHILD BIRTH/ADOPTION.....	17
Article 24	EMERGENCY LEAVE.....	17
Article 25	LIEU TIME.....	17
Article 26	COURT CONCLUSION	17
Article 27	PREGNANCY/PARENTAL LEAVE.....	17
Section 4	SPECIAL PAY ALLOWANCES	
Article 28	SHIFT PREMIUM.....	19
Article 29	TRAINING	19
Article 30	MEALS	20
Article 31	EDUCATION ALLOWANCE.....	20
Article 32	DESIGNATION ALLOWANCE	21
Article 33	UNIFORMS & EQUIPMENT.....	22
Article 34	DAMAGE TO PERSONAL BELONGINGS	22

Article 35	TRANSPORTATION.....	22
Section 5	BENEFITS	
Article 36	INSURANCE CARRIER	24
Article 37	MEDICAL INSURANCE & COVERAGE.....	24
Article 38	HOSPITAL INSURANCE & COVERAGE	24
Article 39	PRESCRIPTION PLAN & COVERAGE	25
Article 40	EXTENDED HEALTHCARE PLAN & COVERAGE	25
Article 41	DENTAL PLAN & COVERAGE	25
Article 42	VISION & HEARING PLAN & COVERAGE.....	25
Article 43	WORKPLACE SAFETY & INSURANCE BOARD - WSIB	25
Article 44	SHORT TERM & LONG TERM DISABILITY.....	26
Article 45	LIFE & ACCIDENT INSURANCE.....	26
Article 46	REGISTERED PENSION PLAN.....	27
Article 47	POST RETIREMENT BENEFITS.....	27
Section 6	PERSONNEL	
Article 48	SENIORITY	29
Article 49	PROMOTIONS.....	29
Article 50	LEGAL COSTS & EXPENSES	30
Section 7	ADMINISTRATION	
Article 51	ASSOCIATION EXECUTIVE MEETINGS & CONFERENCES.....	32
Article 52	COMPLAINT & GRIEVANCE PROCEDURE	32
Article 53	LABOUR/MANAGEMENT JOINT COMMITTEE	34
Article 54	MANAGEMENT RIGHTS	34
Article 55	DOCUMENTATION	35
Article 56	TERM OF AGREEMENT.....	35
Section 8	SCHEDULES	
Schedule A	RANK, CLASSIFICATION & SALARY TABLE	36
Schedule B	BENEFIT PACKAGES	37

UNIT A

2021 – 2024 COLLECTIVE AGREEMENT

Section 1 – GENERAL

Article 1 – COVERAGE

- 1.1 This Agreement, made between the LaSalle Police Services Board and the LaSalle Police Association, shall apply to all sworn Police Officers, Special Constables and Cadets of the Town of LaSalle Police Service, except the Chief of Police, Deputy Chief of Police, Executive Assistant to the Chief of Police, and civilian members, and is made pursuant to the *Police Services Act, R.S.O. 1990* and amendments thereto, including any successor act, and is subject to the said Act and the Regulations thereunder as the said Act and Regulations may be amended from time to time.

Article 2 – INTERPRETATION

- 2.1 Wherever applicable in this Agreement, the singular shall include the plural and the masculine gender shall include the feminine gender.

- 2.2 In this Agreement:

“**CORPORATION**” refers to the Corporation of the Town of LaSalle.

“**BOARD**” refers to the Town of LaSalle Police Services Board and its successors or assigns.

“**SERVICE**” refers to the Town of LaSalle Police Service.

“**ASSOCIATION**” refers to the Corporation of the LaSalle Police Association.

“**CALL-IN**” refers to circumstances causing an Officer to return to duty after their shift has concluded or to attend duty before their shift commences, but not including attendance at Court.

“**CHIEF**” refers to the Chief of Police of the LaSalle Police Service as appointed by the Board including any designate.

“**CONSULTATION**” refers to the contacting of an off-duty Officer to discuss an ongoing and/or important police matter that cannot wait until the Officer returns to duty. It is recognized that an Officer’s time off is important and should not be interrupted unless exigent circumstances exist and preapproval has been obtained from a Supervisor.

“**CONTINUATION OF DUTY**” refers to circumstances causing an on-duty Officer to be requested to continue to work beyond their regularly scheduled shift and the Officer agrees to do so, the Officer is entitled to receive the provisions of Article 6 (Overtime) but not including the provisions of Article 10 (Call-In).

“DAY” refers to the Officer’s entire scheduled shift recognizing that some members work eight (8), ten (10), or twelve (12) hour shifts.

“LEGISLATION” refers to the *Police Services Act*, as amended, revised and/or replaced including all regulations made under the *Act*.

“ORDERED” refers to exigent circumstances causing an off duty Officer to be *directed* to report for duty or *directed* while on duty to remain beyond their regularly scheduled shift and continue working. When an Officer is *requested* to report for duty or stay beyond a regularly scheduled shift and the Officer *refuses* with a valid reason, the Officer cannot be ordered.

“OFFICER” refers to all Police Officers, Special Constables and Cadets of the Town of LaSalle Police Service, except the Chief of Police and Deputy Chief of Police.

“RETIRED OFFICER” refers to a former Officer of the Association who has retired upon the expiration of the required period of time with the Service and shall include any such Officer who has retired prior to normal retirement for reasons acceptable to the Board.

“SENIORITY” refers to the length of continuous service as an Officer of the LaSalle Police Service and shall commence on the first day of employment. The Officer’s first day of employment shall also be known as their employment anniversary date.

“SHIFT” refers to a period of daily work equal to or exceeding five (5) hours in duration.

“STAND BY” refers to circumstances causing an off-duty Officer to be available for duty should they be required. Officers on stand-by or on-call must remain fit, available and ready to report for duty within one (1) hour after being directed to do so.

“VACATION” refers to a defined period of time off including consecutive blocks of vacation/annual leave, stat holidays and/or a combination of the two including the rest days in between.

Article 3 – RECOGNITION

- 3.1 The BOARD hereby recognizes the ASSOCIATION as the sole collective bargaining agent for the OFFICERS of the SERVICE within the coverage of this Agreement and its Addendum.
- 3.2 The BOARD agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by the BOARD or any of its representatives with respect to any OFFICER of the SERVICE because of their membership or connection with the ASSOCIATION and that membership in the ASSOCIATION by OFFICERS of the SERVICE who are eligible to join, will not be discouraged.

- 3.3 The ASSOCIATION agrees that there will be no intimidation, interference or coercion exercised or practiced upon OFFICERS of the SERVICE by any of its members or representatives.
- 3.4 The ASSOCIATION and the BOARD agree that membership in the ASSOCIATION is on a voluntary basis.
- 3.5 The BOARD agrees that all OFFICERS of the SERVICE, whether or not they are MEMBERS of the ASSOCIATION are required as a condition of employment to pay the ASSOCIATION a sum equal to the authorized weekly ASSOCIATION dues.
- 3.6 The BOARD agrees to authorize a deduction for ASSOCIATION dues from the pay of every OFFICER of the SERVICE within the scope of this Agreement and to transmitting the total amount of such deductions to the ASSOCIATION by the end of the month in which said deductions are made.
- The CORPORATION shall provide the ASSOCIATION with a list of all OFFICERS, and their corresponding dues that were deducted upon request.
- 3.7 The BOARD recognizes the Bargaining Committee of not more than five (5) ASSOCIATION members, one of which shall be a civilian member, and it's Legal Counsel, at the discretion of the ASSOCIATION.
- 3.8 The BOARD recognizes a Grievance Committee of not more than five (5) ASSOCIATION members.

Article 4 – RANK, CLASSIFICATION & SALARY

- 4.1 Effective January 1st, 2021, and up to and including December 31st, 2024, the ranks, classifications and salaries are those as shown in Schedule “A” hereto attached and forming a part of this Agreement.
- 4.2 This Agreement includes a semi-annual rate of pay increase in the amount of 1.25% every January 1st and another 1.25% every July 1st, of a Constable – 1st Class’ salary compounded for each of the four (4) years of this Agreement.
- 4.3 The ranks, classifications and salaries listed in Schedule “A” are based upon the annual rate of pay of a Constable – 1st Class calculated as follows:
- | | | | |
|----------------------------------|---------|---|--------------|
| ➤ 2020 | . | . | \$101,481.70 |
| ➤ January 1 st , 2021 | + 1.25% | | \$102,750.22 |
| ➤ July 1 st , 2021 | + 1.25% | | \$104,034.60 |
| ➤ January 1 st , 2022 | + 1.25% | | \$105,33.503 |
| ➤ July 1 st , 2022 | + 1.25% | | \$106,651.72 |
| ➤ January 1 st , 2023 | + 1.25% | | \$107,784.87 |
| ➤ July 1 st , 2023 | + 1.25% | | \$109,334.68 |
| ➤ January 1 st , 2024 | + 1.25% | | \$110,701.36 |
| ➤ July 1 st , 2024 | + 1.25% | | \$112,085.12 |

- 4.4 The BOARD shall not make any deductions from an OFFICER's salary unless authorized by statute, court order, order of an arbitrator of Arbitration Board, this Agreement or a written agreement between the BOARD and ASSOCIATION.
- 4.5 Where an OFFICER is assigned, in accordance with this Agreement, to a lower paying job, that OFFICER's rate of pay shall not be reduced.

Article 5 – SHIFT SCHEDULE

- 5.1 The work week for all OFFICERS of the SERVICE shall, on the average, be forty (40) hours weekly or two thousand and eighty (2080) total hours per year.
- 5.2 All shifts shall include a paid lunch period of one (1) hour.
- 5.3 Every OFFICER is entitled to a fifteen (15) minute coffee break in each half of a shift provided that such break does not interfere with ongoing police work. In the event the break(s) are not taken, there will be no compensation of any kind.
- 5.4 The BOARD agrees to have a shift schedule for all OFFICERS posted by November 1st of the current year for the following calendar year.
- 5.5 The CHIEF shall schedule the period of work and time of vacation, holidays and time off.
- 5.6 The CHIEF shall schedule the working days of each OFFICER so as to provide each with an equitable number of long weekends during the term of this Agreement.
- 5.7 OFFICERS assigned to Administration, Criminal Investigation and Special Services shall work a shift schedule as determined by the CHIEF in consultation with the ASSOCIATION Executive. When developing schedules for these divisions, emphasis shall be placed on:
- Adequate and effective staffing levels and coverage;
 - Flexibility;
 - Special Events; and
 - Working with outside partners.
- 5.8 OFFICERS assigned to Community Patrol Division shall work a compressed twelve (12) hour shift schedule in accordance with the following:
- 5.8.1 The shift schedule for OFFICERS assigned to the Community Patrol Division shall consist of four (4) consecutive twelve (12) hour shifts each day followed by four (4) days of rest; that is four (4) days on, with four (4) days off. The cycle lasts for eight (8) weeks or fifty six (56) days during which it is expected an OFFICER works twenty eight (28) shifts or a total of three hundred and thirty six (336) hours.
- 5.8.2 All OFFICERS, regardless of their shift schedule, are paid weekly based on a forty (40) hour work week. On a Monday to Friday eight (8) hour work day, an OFFICER works three hundred and twenty (320) hours in eight weeks.

5.8.3 To adjust the four (4) – twelve (12) work cycle to reflect a forty (40) hour work week, all hours which extend beyond 2080 hours in a calendar year shall be credited at straight time to the OFFICER's lieu time bank to be used for time off only.

5.9 The CHIEF shall ensure that a minimum of four (4) OFFICERS are on duty at all times.

5.10 An OFFICER shall have a minimum of eight (8) hours rest between the completion of one shift and the start of the next shift in accordance with the following:

- a/ The OFFICER shall notify the Shift Supervisor and advise what time the OFFICER shall report for duty giving eight (8) hours of rest between the end of the previous shift and the start of the shift, to which the shift shall conclude at its regular end time.
- b/ No loss of pay shall be incurred for this rest period.
- c/ This provision applies only to the continuation of a regularly scheduled shift.

Section 2 – OVERTIME

Article 6 – CALCULATION

- 6.1 Unless otherwise specified in this Agreement, any time worked by an OFFICER in excess of their regularly scheduled shift is considered overtime and calculated at the rate of one and one half (1.5) times the OFFICER's regular rate of pay.
- 6.2 Any portion of an hour worked in excess of fifteen (15) minutes but less than thirty (30) minutes is deemed to be one-half (0.5) hour.
- 6.3 Any time worked beyond thirty (30) minutes is calculated in fifteen (15) minute intervals.
- 6.4 Throughout the year, accumulated time banks of overtime may be maintained by the OFFICER. The OFFICER may claim and draw upon accumulated time banks in the following manner:
- Overtime Time off or payable
 - Court Time Time off or payable
 - Acting Rank Time off or payable
 - Lunch Hours Time off or payable
 - Stat Hours Worked Time off only
 - Lieu Time Time off only
 - Flex Time Time off only
- 6.5 An OFFICER, with accumulated time banks of payable banked time totaling in excess of forty (40) hours, shall have the excess time calculated, adjusted and paid out on or after December 1st of the current year.
- 6.6 Adjustments may be made to an OFFICER's lieu time bank balance to account for scheduling changes such as, but not limited to, twelve (12) hour shift scheduling, absences from work, training, travel and/or a leap year. It is understood that in such circumstances, OFFICERS who are scheduled to work in excess of forty (40) hours per week are not eligible for the provisions of Article 6.1 (Overtime) unless otherwise specified.
- 6.7 It is the OFFICER's responsibility to claim any entitlement, benefit or provision of this Agreement they are entitled to receive, in the prescribed manner, no later than ninety (90) days beyond the date to which the entitlement, benefit or provision applies.

Article 7 – VACATION/ANNUAL LEAVE

- 7.1 In the event an OFFICER is directed to report for duty while off on a day of vacation/annual leave, the OFFICER is entitled to receive the following provisions:
- Article 10 (Call In);
 - two (2) times the rate of pay to which the OFFICER is normally entitled for the hours worked; and
 - one (1) substitute day off for being called into duty.

Article 8 – STATUTORY HOLIDAYS

- 8.1** An OFFICER, who is scheduled and/or required to work on the following Statutory Holidays or any other day declared a Statutory Holiday by the Province of Ontario or Government of Canada is, in addition to their regular hourly rate of pay, entitled to receive an additional one-half (0.5) hour for each hour worked (Stat Hours Worked) to be used at a later date for time off only:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
National Day For Truth & Reconciliation	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

- 8.2** An OFFICER, who is scheduled and/or required to work on following Statutory Holidays is, in addition to their regular hourly rate of pay, entitled to receive an additional one-quarter (0.25) hour for each hour worked (Stat Hours Worked) to be used at a later date for time off only:

Christmas Eve Day	New Year's Eve Day
-------------------	--------------------

- 8.3** In the event an OFFICER is directed to report for duty while off on a day of Statutory Holiday, the OFFICER is entitled to receive the following provisions:
- Article 10 (Call In);
 - two (2) times the rate of pay to which the OFFICER is normally entitled for the hours worked; and
 - one (1) substitute day off for being called into duty.

Article 9 – ACTING RANK

- 9.1** An OFFICER who is designated to perform the duties of a superior in rank higher than that which they normally hold and providing oversight to at least one other OFFICER, is entitled to receive the following provisions for such additional responsibility:

9.1.1 For each period of duty up to less than 25% of the regularly scheduled hours, shall receive one-quarter (0.25) hour at their regular hourly rate of pay.

9.1.2 For each period of duty equal to 25% but less than 50% of the regularly scheduled hours, shall receive one-half (0.5) hour of pay at their regular hourly rate.

9.1.3 For each period of duty equal to 50% but less than 75% of the regularly scheduled hours, shall receive three-quarters (0.75) hour at their regular hourly rate of pay.

9.1.4 For each period of duty equal to or greater than 75% of the regularly scheduled hours, shall receive one (1) hour of pay at their regular hourly rate.

Article 10 – CALL IN

- 10.1** An OFFICER, who is called in to report for duty other than their regular shift, is entitled to receive three (3) hours at the rate of one and one-half (1.5) times their regular hourly rate of pay plus all applicable overtime provisions of this Agreement for the hours worked.

Article 11 – ORDERED

- 11.1** OFFICERS shall not be ORDERED to report for duty unless exigent circumstances or such other emergency exists necessary to adequately and effectively provide policing services to the Town.
- 11.2** Should an OFFICER be ORDERED to duty, the OFFICER is entitled to receive the provisions of Article 10 (Call-In) plus all applicable overtime provisions of this Agreement for the hours worked.

Article 12 – CONSULTATION

- 12.1** An off-duty OFFICER, who is contacted via telephone by the SERVICE for CONSULTATION on an important police related matter, is entitled to receive one (1) hour at straight time for each occasion. It is understood that the CONSULTATION should be brief and less than 15 minutes in duration. This provision does not apply to regular or casual peer to peer contact between MEMBERS.

Article 13 – COURT

- 13.1** When an OFFICER is required to attend court or a hearing on matters arising out of the performance of their duty, at times other than their regularly scheduled shift, the OFFICER is entitled to receive a minimum of four (4) hours for attending each sitting at the rate of one and one-half (1.5) times their regular hourly rate of pay plus such time they actually accumulated at such sitting beyond the four (4) hour period at the rate of one and one-half (1.5) times their regular hourly rate of pay.
- 13.2** A sitting shall mean:
- 13.2.1** A sitting in the morning until 1:00 p.m.;
 - 13.2.2** A sitting in the afternoon from 1:00 p.m. or thereafter until 5:00 p.m.
 - 13.2.3** A sitting in the afternoon from 5:00 p.m. until the matter is adjourned for the day.
 - 13.2.4** In the event an OFFICER is scheduled at different times in different courts within a sitting, and the OFFICER's first case is concluded before the time of the next case, the OFFICER is entitled to receive one (1) hour pay for standing by.
- 13.3** When an OFFICER is required to attend court or a hearing on matters arising out of the performance of their duty, while on annual leave or on the same day that they have

worked beyond midnight, the OFFICER is entitled to receive a minimum of four (4) hours at the rate of two times their regular hourly rate of pay plus such time they accumulate beyond such four (4) hour period at the rate of two (2) times their regular rate of pay.

- 13.4 In addition to the provisions of Article 13.3, when an OFFICER is required to attend court or a hearing on matters arising out of the performance of their duty during their period of pre-scheduled vacation/annual leave or statutory holidays, the OFFICER is entitled to receive one (1) substitute day off for each day or part thereof attending court or a hearing.
- 13.5 If an OFFICER is cancelled to attend court or a hearing, the OFFICER shall be notified prior to 6:00 p.m. on the day before court or a hearing, or the OFFICER is entitled to receive three (3) hours pay. If the OFFICER is on vacation/annual leave, they shall be entitled to receive six (6) hours pay.
- 13.6 When a RETIRED OFFICER is required to attend court or a hearing on matters arising out of the performance of their duty prior to retirement, the RETIRED OFFICER is entitled to receive compensation of four (4) hours pay per day at the current hourly rate of pay of the rank they held immediately prior to retirement.
- 13.7 Any and all remuneration received by OFFICERS for witness fees shall be deposited with the CORPORATION.
- 13.8 The provisions of Article 13 are not applicable to any OFFICER who is the subject of the criminal and/or disciplinary proceeding.

Article 14 – CHANGE OF SHIFT

- 14.1 An OFFICER assigned to the Community Patrol Division, who is required to change a pre-scheduled shift without first having received forty eight (48) hours notice is, in addition to their regular hourly rate of pay, entitled to receive an additional rate of one-half (0.5) times the rate of pay for the first shift only.
- 14.2 An OFFICER assigned to the Community Patrol Division, who is subjected to an emergency shift change due to exigent circumstances, without first having received twenty four (24) hours notice, is entitled to receive the following provisions:
 - Article 10 (Call In);
 - Article 14.1 (Shift Change);
 - An additional rate of one-half (0.5) times their regular rate of pay; and
 - No loss of time from any time bank balance due to the change.
- 14.3 OFFICERS assigned to the Administration, Criminal Investigation or Special Services Division are often required to adjust start times and shift scheduling in order to effectively fulfill their roles and responsibilities. It is understood that flexibility and mutually beneficial scheduling are necessary elements on the part of both the OFFICER and the SERVICE.

Article 15 – STAND BY DUTY/ON CALL

- 15.1** An OFFICER who is required to STAND BY (on call) is entitled to receive one (1) hour pay for every 8 hours on STAND BY (on call) to a maximum of three (3) hours pay per day.
- 15.2** Should the OFFICER be contacted and directed to report for duty while on STAND BY (on call), the OFFICER is entitled to receive all applicable overtime provisions of this Agreement.

Article 16 – LUNCH

- 16.1** In the event a lunch period cannot be taken during the OFFICER's shift or the OFFICER is called out of lunch and back to duty, the OFFICER is entitled to receive one (1) hour pay or one (1) hour time off for the missed lunch break.

Article 17 – FLEX TIME

- 17.1** The CHIEF may authorize selected OFFICERS to voluntarily attend and represent the SERVICE at a variety of special events and functions outside of regular police related duties, which include, but not limited to:
- Law Enforcement Torch Run
 - Bike Rodeo
 - Honour Guard
 - LaSalle Police Youth Foundation Golf Tournament
 - Funerals
 - Historical Vehicle activities
 - Community Partnership Awards/Dinners
- 17.2** An OFFICER is entitled to receive flex time hours at straight time for attending a special event or function provided their attendance has been pre-approved.
- 17.3** Flex time hours shall be credited to the OFFICER's time bank and used solely for time off.
- 17.4** Flex time shall not replace any other provision of this Agreement.

Section 3 – TIME OFF

Article 18 – TIME OFF BANKS

18.1 In addition to Articles 6.4 and 6.5, the SERVICE shall maintain credited and/or accumulated time off bank balances for each OFFICER, which shall be drawn upon the following manner:

- | | |
|---------------------|--|
| ➤ Annual Leave | Reduced to zero by December 31 st (or Article 19.2) |
| ➤ Statutory Holiday | Reduced to zero by December 31 st (or Article 20.2) |
| ➤ Lieu Time | Reduced to zero by December 31 st |
| ➤ Flex Time | May carry forward into the following year |
| ➤ Stat Hours Worked | May carry forward into the following year |

Article 19 – VACATION/ANNUAL LEAVE

19.1 Effective January 1st, 2022, an OFFICER shall receive vacation/annual leave as follows:

Policing Service/Experience	Annual Vacation Entitlement
< 1 year	Up to 80 hours prorated on a weekly basis
1 year	80 hours
4 years	120 hours
8 years	140 hours
10 years	160 hours
14 years	180 hours
15 years	190 hours
16 years	200 hours
20 years	210 hours
21 years	220 hours
22 years	230 hours
23 years	240 hours
25 years	250 hours
28 years	260 hours
30 years	270 hours

19.1.1 An OFFICER's employment anniversary date with the SERVICE shall be used to determine their vacation entitlement and calculated based on completed years of service. If the employment anniversary date triggers an increase in vacation time then the OFFICER shall receive the increased time in that current year.

19.1.2 Upon hire by the SERVICE, a new OFFICER, with uninterrupted experience, shall receive annual vacation entitlements, prorated on a weekly basis, based upon their employment anniversary date as a Police Officer within Canada.

19.2 In the event an OFFICER becomes sick or injured and unable to use their annual vacation entitlements before the end of the calendar year, the CHIEF and the OFFICER, upon mutual agreement, shall have the option of paying the OFFICER for such unused vacation or carrying such time forward into the following year. Where no agreement exists, such time shall carry forward into the following year.

Article 20 – STATUTORY HOLIDAYS

- 20.1** Effective January 1st, 2022, an OFFICER shall receive one hundred and thirty (130) hours to be used for time off only in recognition of the following designated Statutory Holidays:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
National Day For Truth & Reconciliation	Thanksgiving Day
Remembrance Day	Christmas Eve Day
Christmas Day	Boxing Day
New Year's Eve Day	

- 20.1.1** In addition to Article 20.1, an OFFICER shall receive an additional ten (10) hours to be used for time off only for any other day declared a Statutory Holiday by the Province of Ontario or Government of Canada.
- 20.2** In the event an OFFICER becomes sick or injured and unable to use their annual allotted Statutory Holiday hours before the end of the calendar year, the CHIEF, and the OFFICER, upon mutual agreement, shall have the option of paying the OFFICER for such unused Statutory Holiday hours or carrying such time forward into the following year. Where no agreement exists, such time shall carry forward into the following year.
- 20.3** If, in the opinion of the CHIEF that the taking of a Statutory Holiday is likely to interfere with policing the Town in an adequate and effective manner, then the affected OFFICER is entitled to receive the provisions of Article 8 (Statutory Holiday).

ARTICLE 21 – SICK LEAVE

- 21.1** Annually, for the fiscal year from December 1st to November 30th, an OFFICER shall receive sixty (60) sick leave hours which may be utilized for sickness, medical and/or injury only.
- 21.2** Subject to Article 21.3, any unused portion of an OFFICER's annual sick leave allocation shall be paid at 100% of its value on or after December 1st of the current year.
- 21.3** Any OFFICER, whose sick leave bank is below one hundred and twenty (120) hours at the end of any calendar year, shall utilize their annual sick leave allocation to "top up" their individual sick leave bank.
- 21.3.1** Sick banks greater than one hundred and twenty (120) hours shall be frozen as of January 1, 2014, shall be drawn upon prior to the annual sick leave entitlement as per Article 21.3.
- 21.4** Sick leave shall commence on the first day that the OFFICER has been absent from work. In the event such sick leave exceeds three (3) days, the OFFICER shall, within four (4) business days, produce a certificate from a legally qualified medical practitioner, certifying that the OFFICER is/was absent from duty due to sickness, medical or injury.

The cost borne by the OFFICER in obtaining the certificate shall be reimbursed by the SERVICE.

- 21.5 An OFFICER, compelled to report off duty for sickness, medical and/or injury shall have all hours absent deducted from their accumulated sick leave subject to any reimbursement by WSIB or disability insurance.
- 21.6 Should an OFFICER deplete both their credited and accumulated sick bank hours, the CHIEF shall determine an alternative resolution to satisfy the absence. This may include payroll deductions, using other time bank balances or drawing time from a future year.

Article 22 – BEREAVEMENT LEAVE

- 22.1 An OFFICER is entitled to receive bereavement leave of:
- four (4) scheduled work shifts off for OFFICERS on a ten (10) or twelve (12) hour shift; or
 - five (5) scheduled work shifts off for OFFICERS on an eight (8) hour shift, without loss of pay, to attend the visitation, funeral and/or memorial service of a family member as defined in the table below:

Spouse	Life partner
Child	Still-born/unborn child
Father	Mother
Brother	Sister
Grandparent	Grandchild
Father-in-law	Mother-in-law
Includes step relations of all listed	

- 22.2 An OFFICER is entitled to receive bereavement leave of one (1) scheduled work day off without loss of pay, to attend the visitation, funeral and/or memorial service of a family member as defined in the table below:

Brother-in-law	Sister-in-law
Nephew	Niece
Uncle	Aunt
Son-in-law	Daughter-in-law
Grandparent of a spouse	Uncle of a spouse
Aunt of a spouse	Includes step relations of all listed

- 22.3 It is the responsibility of the OFFICER to provide sufficient information of the death to the Shift Supervisor including the name of the deceased, their relationship to the OFFICER and any information on the visitation, funeral and/or memorial service.
- 22.4 Bereavement leave must be taken consecutively within ten (10) calendar days following the date of death. Such leave may be extended by the CHIEF without loss of pay to an OFFICER depending on the circumstances (i.e. travel time).

Article 23 – CHILD BIRTH/ADOPTION

- 23.1** An OFFICER is entitled to receive two (2) scheduled work days off, without loss of pay, upon the birth or adoption of the OFFICER's child. Such leave must be taken consecutively within ten (10) calendar days following the birth or adoption of the child.

Article 24 – EMERGENCY LEAVE

- 24.1** An OFFICER is entitled to receive emergency leave to a maximum of two (2) scheduled work days off in a calendar year, without loss of pay regardless of SERVICE staffing levels. Such leave shall be deducted from the OFFICER's annual vacation or other time banks. To invoke this provision, the OFFICER shall first notify the on-duty Supervisor that an emergency exists and the nature of the emergency.

Article 25 – LIEU TIME

- 25.1** By working a twelve (12) hour shift schedule, OFFICERS of the Community Patrol Division are assigned to work in excess of two thousand and eighty (2080) hours per year. A time bank shall be maintained for all OFFICERS for lieu hours that exceed the normal forty (40) hour work week.
- 25.2** Other lieu time adjustments may be necessary to credit or debit an OFFICER's lieu bank balance for varied hours resulting from scheduling changes for items such as, but not limited to, absences from work, training travel and/or a leap year.
- 25.3** Accumulated lieu time hours are to be used for time off only and selected in accordance with established policy.

Article 26 – COURT CONCLUSION

- 26.1** An OFFICER is entitled to receive a minimum of eight (8) hours of rest between the conclusion of their matter at court or a hearing and the start of a scheduled night shift. The OFFICER shall not incur any loss of pay nor have any time deducted from a time bank for this rest period.
- 26.2** It is the responsibility of the affected OFFICER to notify the Shift Supervisor upon conclusion of their matter. The Shift Supervisor shall then ensure that eight (8) hours rest have been afforded and the OFFICER notified of the time they are required to report for duty to complete their previously scheduled shift.

Article 27 – PREGNANCY/PARENTAL LEAVE

- 27.1** An OFFICER, who provides a certificate from a legally qualified medical practitioner, stating that she is pregnant and recommending that she be placed on modified or other than her normal duties, shall be accommodated by the BOARD and provided with suitable duties.

- 27.2 An OFFICER is entitled to pregnancy leave and/or parental leave in accordance with the provisions of the *Employment Standards Act*.
- 27.3 An OFFICER intending to go on pregnancy leave shall make written application to and supply the CHIEF with a certificate from a legally qualified medical practitioner stating that she is pregnant and giving the estimated date of delivery. An OFFICER on pregnancy leave shall receive benefits as prescribed by the *Employment Standards Act*.
- 27.4 Effective January 1st, 2022, during pregnancy leave, the BOARD shall provide Supplementary Unemployment Benefits (SUB), also referred to as employment insurance, as follows:
- a/ During the first week waiting period of employment insurance, pay the OFFICER 80% of their regular rate of pay.
 - b/ During the following twenty (20) weeks or shorter period if the OFFICER returns to work, pay the OFFICER at a rate of pay equivalent to the difference between the Standard Employment Insurance Maternity Benefits and 80% of her regular pay. The combined weekly payment received from the plan and weekly rate of Standard EI benefits will not exceed 80% of the OFFICER's regular weekly earnings.
- Should an OFFICER elect to receive extended Employment Insurance Maternity Benefits, such that their weekly benefit is reduced, the BOARD's financial obligation under this Article shall not increase. For greater clarity, the value of the supplemental compensation that the BOARD is obligated to provide to the OFFICER shall be the same as if the OFFICER had not elected to receive extended Employment Insurance Maternity Benefits.
- c/ An OFFICER must prove that they have applied for and are in receipt of employment insurance benefits in order to receive payment under the SUB Plan, unless serving the one (1) week employment insurance waiting period. Said proof to be copies of employment insurance benefit stubs.
 - d/ SUB payments are paid only for the supplementation of employment insurance benefits for the unemployment period as specified in the plan for pregnancy leave.
 - e/ A separate record of SUB payments shall be kept by the BOARD and available, with the OFFICER's permission, to the ASSOCIATION upon request.
 - f/ The BOARD shall register the plan with Human Resources Development Canada.
- 27.5 Parental leave shall be granted to an OFFICER as a result of the birth of their child or a child coming into the OFFICER's custody, care and control for the first time. A parent also includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence, as recognized by the *Employment Standards Act*, with a parent of the child and who intends to treat the child as their own.
- 27.6 An OFFICER, who makes written application to the BOARD, shall be given parental leave without loss of seniority in accordance with the *Employment Standards Act*.

- 27.7 The BOARD shall continue to provide the OFFICER with their annual vacation entitlements, insurance, medical, dental and other benefits specified in this Agreement.

Section 4 – SPECIAL PAY ALLOWANCES

Article 28 – SHIFT PREMIUM

- 28.1 An OFFICER, working a regularly scheduled full time shift commencing at or after 11:00 a.m., is entitled to receive a shift premium in the amount of 2% of the hourly rate of a Constable – 1st Class. The shift premium shall be accumulated, calculated and paid in a lump sum to eligible OFFICERS on or after December 1st of the current year.

Article 29 – TRAINING

- 29.1 OFFICERS assigned to training courses, conferences and/or seminars may have their regular shift schedule adjusted to accommodate their attendance.
- 29.2 OFFICERS assigned to training courses, conferences and/or seminars shall automatically be considered as working a Monday to Friday, forty (40) hour work week. The actual hours on course will be factored into the amount of the time the OFFICER would have normally been scheduled to work, and a credit or debit shall be applied to the OFFICER's lieu time bank at straight time.
- 29.3 Reasonable travel time shall be calculated and credited or debited to the OFFICER's lieu time bank in accordance with the following rates:
- | | | |
|--|---|-----------------------|
| ➤ Chatham-Kent Police Services Training Facility | . | 1.5 hours |
| ➤ Ontario Police College | . | 3 hours |
| ➤ Canadian Police College | . | 8 hours |
| ➤ Other locations | . | estimated travel time |
- 29.4 Should an OFFICER work all or part of their rotation before attending a course, the Shift Supervisor shall ensure that a period of rest is afforded to the OFFICER to avoid too many scheduled work and training days in a row.
- 29.5 A pre-approved "Training and/or Travel Requisition" shall be completed and signed by the OFFICER and approved by the Chief of Police or designate prior to the OFFICER's attendance on the course. The training and travel requisition shall indicate:
- the course and duration;
 - mode of transportation;
 - anticipated duration of travel;
 - adjustments to the shift schedule to accommodate the OFFICER's absence;
 - all anticipated expenses such as meals; and
 - debits or credits to member's lieu time bank. (No provision for overtime)
- 29.6 An OFFICER, attending out of town training courses, conferences or seminars requiring overnight accommodation, is entitled to receive fifty (\$50) dollars per week for each week in attendance or ten (\$10) dollars per day for courses less than one (1) week in

duration to cover incidental travel expenses which is in addition to any expenses paid or reimbursed by the SERVICE, Province or any other source.

- 29.7 In addition to Article 29.6, an OFFICER, attending the Canadian Police College in Ottawa, is entitled to receive an additional fifty (\$50) dollars per week for incidental travel expenses.
- 29.8 A new OFFICER shall be responsible for all recruit training course fees charged by the Ontario Police College or any equivalent course. The BOARD shall provide the OFFICER with a five (5) year interest free loan to cover the cost of recruit training payable through payroll deductions. Should the OFFICER leave the employment of the SERVICE within the five (5) year term of the loan, the OFFICER shall repay the loan in full on or before the date at which the OFFICER ceases to be employed.

Article 30 – MEALS

- 30.1 An OFFICER, subpoenaed to attend sittings of the court or a hearing in both the morning and afternoon, is entitled to receive reimbursement of up to twenty-five (\$25) dollars for lunch.
- 30.2 An OFFICER, attending a one day course, seminar or conference where a lunch is not provided, is entitled to receive reimbursement of up to twenty five (\$25) dollars for lunch. This provision does not apply to OFFICERS attending in-service training and/or requalification unless preapproved by the CHIEF.
- 30.3 An OFFICER, attending out of town training courses, seminars or conferences requiring overnight accommodation where regular meals are not provided, is entitled to receive reimbursement up to twenty (\$20) dollars for breakfast, twenty-five (\$25) dollars for lunch, and thirty (\$30) dollars for dinner.
- 30.4 For dietary purposes, should an OFFICER choose to purchase groceries in lieu of meals, the OFFICER is entitled to receive reimbursement of up to ten (\$10) dollars per regularly scheduled meal (breakfast, lunch or dinner) to a maximum of thirty (\$30) dollars per day.
- 30.5 Any OFFICER purchasing meals or groceries in lieu of meals shall provide itemized receipts along with sufficient information and a detailed explanation on a Statement of Expenses to be eligible for reimbursement.
- 30.6 Alcoholic beverages are not eligible for reimbursement.

ARTICLE 31 – EDUCATION ALLOWANCE

- 31.1 Upon providing documentation of successful completion, an OFFICER is entitled to receive an annual allowance, prorated on a monthly basis, for post-secondary education as follows:
- 31.1.1 Five hundred (\$500) dollars annually for obtaining a bachelor's degree from an approved university,

- 31.1.2** Two hundred (\$200) dollars annually for completing an approved university or college course extending over a period of at least two (2) years.
- 31.1.3** In addition to Articles 31.1.1 and 31.1.2, an additional one hundred (\$100) dollars annually for completing another approved university or college course extending over a period of two (2) years, the aggregate of which shall not exceed three hundred (\$300) dollars.
- 31.1.4** Annual education allowance shall be paid to an eligible OFFICER on or after December 1st of the applicable year.
- 31.2** An OFFICER, who desires to further their personal education in police related disciplines through private institutions, may apply in advance to have the cost of the course reimbursed by the SERVICE in accordance with the following:
- 31.2.1** The SERVICE shall reserve an amount equal to five thousand (\$5,000) dollars annually from the training budget and made available to all OFFICERS and civilian members for educational assistance.
- 31.2.2** Funding is available on a first come first served basis up to a maximum of two thousand five hundred (\$2,500) dollars per individual OFFICER per year.
- 31.2.3** The OFFICER must clearly articulate the nexus between their current police role and responsibility to that of the course content including any benefit to the SERVICE.
- 31.2.4** Approval shall be determined solely by the CHIEF based on the merits of each application.

ARTICLE 32 – DESIGNATION ALLOWANCE

- 32.1** The CHIEF shall designate certain OFFICERS to various positions, roles and tasks. Each designated OFFICER shall have the necessary and appropriate knowledge, skills, abilities and training in order to fulfil the responsibilities of their designation.
- 32.2** Effective January 1st, 2022, in addition to their regular rate of pay, a designated OFFICER is entitled to receive an annual designation allowance, prorated on a weekly basis, for holding specific designations as follows:

Designation	Rate of Constable – 1st Class Annual Salary
Forensic Identification Officer	4%
Detective	2.5%
Breath Technician	0.75%
Collision Reconstructionist	0.25%
Scenes Of Crime Officer	0.25%
Use of Force Instructor	0.25%
Coach Officer	Ten (\$10) dollars per day directly coaching

- 32.3** Annual designation allowance shall be paid to an OFFICER on or after December 1st of the applicable year.

ARTICLE 33 – UNIFORMS & EQUIPMENT

- 33.1 A Uniform & Equipment Committee comprised of members of the SERVICE and ASSOCIATION shall:
- Meet on a semi-annual basis;
 - Determine the nature and type of articles appropriate and necessary to be worn and/or carried by members;
 - Research new and innovative articles that may be worn and/or carried by members;
 - Maintain a Quartermaster Room with a reasonable supply of uniforms and equipment;
 - Provide oversight in the distribution of articles to members; and
 - Establish how often selected articles are to be replaced.
- 33.2 At the time of hire, a new OFFICER shall be provided with articles of uniform and equipment reasonably necessary for their role including:
- Number #1 dress uniform
 - Duty uniform
 - Use of force equipment
 - Personal protective equipment
- 33.3 It is understood that all property issued to OFFICERS including articles of uniform and equipment belong to the SERVICE.
- 33.4 Upon retirement, resignation or dismissal, an OFFICER shall return all property including, but not limited to, uniforms, equipment, badges, warrant cards, electronic devices, cell phones and access keys. RETIRED OFFICERS may retain their Number #1 dress uniform for ceremonial purposes.
- 33.5 The SERVICE shall pay for the regular cleaning of uniform articles. Any and all repairs to uniform articles shall first be authorized by the CHIEF.

Article 34 – DAMAGE TO PERSONAL BELONGINGS

- 34.1 The BOARD shall reimburse any OFFICER for damage caused to personal belongings while engaged in the performance of their duties, to a maximum of two hundred (\$200) dollars per incident.
- 34.2 Damaged prescription eyewear requiring replacement shall be fully reimbursed by the SERVICE upon the OFFICER providing a written explanation and receipt.

ARTICLE 35 – TRANSPORTATION

- 35.1 Transportation required by OFFICERS in the performance of their duties and responsibilities shall be provided by the SERVICE, subject to the following:

- 35.1.1** Marked and unmarked police vehicles are supplied and maintained by the SERVICE for the use of OFFICERS assigned to Community Patrol Division and Special Services Division.
- 35.1.2** Unmarked motor vehicles are supplied and maintained by the SERVICE for the use of OFFICERS assigned to Administration and the Criminal Investigation Division.
- 35.1.3** Depending on the nature and circumstances of the assignment, a leased or rented motor vehicle may be provided to the OFFICER.
- 35.1.4** All SERVICE motor vehicles shall be equipped with air conditioning in working order.
- 35.1.5** Arrangements for transportation shall be made in advance for OFFICERS attending authorized out of town training, conferences and/or courses depending on motor vehicle availability, course distance and duration.
- 35.1.6** No OFFICER shall be directed to use their own personal vehicle for any SERVICE or work related purpose.
- 35.1.7** OFFICERS who desire and arrange to take their own personal vehicle to out of town training, conferences and/or courses may be entitled to reimbursement for fuel only.
- 35.2** Recruit OFFICERS attending Basic Constable Training (BCT) at the Ontario Police College shall be provided with the sum of two hundred and fifty (\$250) dollars in advance to cover the cost of transportation to and from their initial period of training.

Article 36 – INSURANCE CARRIER

36.1 Effective January 1st, 2021, and up to and including December 31st, 2024, benefit entitlements for OFFICERS are those provided by the insurance carrier as included in Schedule “B” hereto attached and forming a part of this Agreement.

36.1.1 Schedule “B” includes:

- Current Green Shield Benefit Package; and
- Current Blue Cross Benefit Package.

36.2 It is agreed that the CORPORATION may subscribe for equivalent coverage for those services herein described on the understanding the ASSOCIATION will be consulted prior to calling for proposals from companies providing such services, in order to ensure the ASSOCIATION that equal benefits and services and satisfactory claims procedures are maintained and that such changes shall not limit the coverage that the present companies offer. It is further agreed that the CORPORATION may subscribe for equivalent coverage from other carriers.

36.3 The CORPORATION agrees that, should insurance carriers be changed, the benefit coverage shall not be less than that provided under this Agreement. In the case of a change in insurance carrier, the CORPORATION shall provide the ASSOCIATION with copies of all new insurance policies.

ARTICLE 37 – MEDICAL INSURANCE & COVERAGE

37.1 The CORPORATION shall pay 100% of the basic Ontario Health Insurance Plan (OHIP) or such substituted plan for hospital and medical services as the CORPORATION and ASSOCIATION may mutually agree upon. Coverage shall be provided for all OFFICERS and their eligible dependents.

37.2 During the term that this Agreement is in full force and effect, medical benefits are those as outlined in Schedule “B” hereto attached and forming a part of this Agreement.

ARTICLE 38 – HOSPITAL INSURANCE & COVERAGE

38.1 The CORPORATION shall pay 100% of a Plan covering room and board charges limited daily to the difference between the Provincial Hospital Allowance and the standard Provincial charge for a semi-private room. Coverage shall be provided for all OFFICERS and their eligible dependents.

38.2 During the term that this Agreement is in full force and effect, hospital benefits are those as outlined in Schedule “B” hereto attached and forming a part of this Agreement.

ARTICLE 39 – PRESCRIPTION PLAN & COVERAGE

- 39.1** The CORPORATION shall pay 100% of the premiums of a prescription plan such as that provided by the CORPORATION's health plan provider. The coverage is 100% after the deductible of two (\$2) dollars per prescription. Coverage shall be provided for all OFFICERS and their eligible dependents. It is understood that claims are to be submitted by the pharmacies under a pay-direct system, after the payment of the two (\$2) dollar deductible. There is no coverage for Over the Counter (OTC) medications.
- 39.2** During the term that this Agreement is in full force and effect, prescription benefits are those as outlined in Schedule "B" hereto attached and forming a part of this Agreement.

ARTICLE 40 – EXTENDED HEALTHCARE PLAN & COVERAGE

- 40.1** The CORPORATION shall pay 100% of an Extended Healthcare Plan providing coverage for eligible plan medical expenses over and above what OHIP provides. Benefits are to be equivalent to those provided under the CORPORATION's health plan provider. Coverage shall be provided for all OFFICERS and their eligible dependents.
- 40.2** During the term that this Agreement is in full force and effect, extended healthcare benefits are those as outlined in Schedule "B" hereto attached and forming a part of this Agreement.

ARTICLE 41 – DENTAL PLAN & COVERAGE

- 41.1** The CORPORATION shall pay 100% of a Dental Plan at least equal to those benefits provided under the CORPORATION's health plan provider including basic procedures, periodontics, root canals and oral surgery with no deductible and 100% coverage. Coverage shall be provided for all OFFICERS and their eligible dependents.
- 41.2** During the term that this Agreement is in full force and effect, dental benefits are those as outlined in Schedule "B" hereto attached and forming a part of this Agreement.

ARTICLE 42 – VISION & HEARING PLAN & COVERAGE

- 42.1** The CORPORATION shall pay 100% of a Plan covering eyeglasses, eye exams and hearing aids. Coverage shall be provided for all OFFICERS and their eligible dependents.
- 42.2** During the term that this Agreement is in full force and effect, vision and hearing benefits are those as outlined in Schedule "B" hereto attached and forming a part of this Agreement.

Article 43 – WORKPLACE SAFETY & INSURANCE BOARD - WSIB

- 43.1** Subject to WSIB approval, an OFFICER who is absent from duty by reason of injury or illness resulting from their employment, is entitled to receive benefits provided by WSIB,

together with such amount to be made up by the Town of LaSalle, which, when added to benefits provided by the WSIB, shall equal the OFFICER's normal pay as hereinafter provided.

Article 44 – SHORT TERM & LONG TERM DISABILITY

44.1 Short Term Disability – STD

44.1.1 The CORPORATION shall pay 100% of the premium towards an insured short term disability plan which includes weekly income payments in the amount of 75% of an OFFICER's regular gross reported wages.

44.1.2 During the term that this Agreement is in full force and effect, short term disability benefits are those as outlined in Schedule "B" hereto attached and forming a part of this Agreement.

44.2 Long Term Disability – LTD

44.2.1 The CORPORATION shall pay 100% of the premiums toward an insured long term disability plan which includes weekly income payments with an overall benefit of 75% of an OFFICER's regular gross reported wages.

44.2.2 During the term that this Agreement is in full force and effect, short term disability benefits are those as outlined in Schedule "B" hereto attached and forming a part of this Agreement.

44.3 An OFFICER shall be entitled to receive continuity of regularly scheduled pay only if the affected OFFICER has adequate sick leave credits to support such pay continuation.

ARTICLE 45 – LIFE & ACCIDENT INSURANCE

45.1 Group Life Insurance – The CORPORATION agrees to pay 100% of the premiums to provide a double indemnity Life Insurance Plan for all active OFFICERS. The amount shall be two times the OFFICER's salary. The Plan shall include a Total Disability Waiver of Premium clause to assure continued coverage for disabled OFFICERS for the amount of life insurance in force at the date of disability.

45.2 Accidental Death & Dismemberment – The CORPORATION agrees to pay 100% of the premiums to provide an amount of insurance equal to that under Group Life Insurance for all active OFFICERS. The coverage is to provide for the customary benefits in case of accidental loss of life, hands, eyes and feet.

45.3 Dependent Group Life – The CORPORATION agrees to pay 100% of the premiums to provide Dependent Group Life Insurance for eligible spouses in the amount of five thousand (\$5,000) dollars and eligible dependent children in the amount of five thousand (\$5,000) dollars.

45.4 Pecuniary Aid to Surviving Spouse – In the event an OFFICER is killed or dies of injuries received in the discharge of their duties, the BOARD shall recommend to

Council of the CORPORATION, that the surviving spouse be paid one (1) year's salary, payable weekly, at the rate the OFFICER was receiving at the time of the OFFICER's death. The payment schedule shall be mutually agreed upon by the surviving OFFICER's spouse and the CORPORATION.

ARTICLE 46 – REGISTERED PENSION PLAN

- 46.1** It is recognized that all ASSOCIATION MEMBERS are also members of the Ontario Municipal Employees Retirement System (OMERS) primary pension plan and that the retirement criteria and contribution rates are established by OMERS and may change from time to time.

ARTICLE 47 – POST RETIREMENT BENEFITS

- 47.1** OFFICERS hired on or after January 1st, 2015 who retire from the employment of the SERVICE at age fifty (50) or older, and who have completed a minimum of fifteen (15) years of continuous employment with the SERVICE, shall be provided with benefits as set out in Articles 37, 38, 39, 40, 41 and 42. The RETIRED OFFICER's spouse and eligible children shall be entitled to such benefits until the RETIRED OFFICER reaches their seventy-fifth (75) birthday.

47.1.1 In the event of death of the current/retired OFFICER described in Article 47.1, the CORPORATION shall continue to pay the associated cost of benefits as provided above for the deceased OFFICER's spouse, and eligible children until such time as the deceased OFFICER would have reached age seventy-five (75), or until such time that the former OFFICER's spouse remarries, whichever comes first. "Eligible Children" is defined as any child under 18 years of age, or at any age if totally and permanently disabled, who are unmarried and legally residing with and dependent on the surviving spouse.

- 47.2** OFFICERS hired between the dates of January 1st, 2008 and December 31st, 2014, who retire from the employment of the SERVICE at age fifty (50) or older, or who have completed a minimum of fifteen (15) years of continuous employment with the SERVICE, shall be provided with benefits as set out in Articles 37, 38, 39, 40, 41 and 42.

47.2.1 The spouse and eligible children of a RETIRED OFFICER described in Article 47.2 shall be entitled to such benefits during the lifetime of the individuals. In the event of death of the current/retired OFFICER, the CORPORATION shall continue to pay the associated cost of benefits as provided above for the deceased OFFICER's spouse, and eligible children until such time that the former OFFICER's spouse remarries, or until death, whichever comes first. "Eligible Children" is defined as any child under 18 years of age, or at any age if totally and permanently disabled, who are unmarried and legally residing with and dependent on the surviving spouse.

- 47.3** OFFICERS hired prior to January 1st, 2008 who retire from the employment of the SERVICE at age fifty (50) or older, shall be provided with benefits as set out in Articles 37, 38, 39, 40, 41 and 42.

- 47.3.1** The spouse and eligible children of a RETIRED OFFICER described in Article 47.3 shall be entitled to such benefits during the lifetime of the individuals. In the event of death of the current/retired OFFICER, the CORPORATION shall continue to pay the associated cost of benefits as provided above for the deceased OFFICER's spouse, and eligible children until such time that the former OFFICER's spouse remarries, or until death, whichever comes first. "Eligible Children" is defined as any child under 18 years of age, or at any age if totally and permanently disabled, who are unmarried and legally residing with and dependent on the surviving spouse.
- 47.4** Retirement benefits for OFFICERS hired prior to January 1st, 2015 shall not be addressed at any other negotiations and can never be eliminated.

ARTICLE 48 – SENIORITY

- 48.1** For each new OFFICER, seniority begins on their employment anniversary date with the SERVICE. Continued employment is subject to the provisions of the LEGISLATION governing each appointment.
- 48.2** The CHIEF shall inform the ASSOCIATION in writing of any conditions of employment being placed on new OFFICERS within ten (10) days of the commencement of their employment with the SERVICE.
- 48.3** Any civilian member from the Unit “B” Collective Agreement, upon becoming an OFFICER of this Agreement, shall enter onto the bottom of the Unit “A” SENIORITY list, but their accumulated time credits including annual leave entitlements and pension shall remain.
- 48.4** In the event of lay-offs of any OFFICERS, such shall be dealt with by way of reversed seniority unless a more senior OFFICER accepts this on a voluntary basis.

ARTICLE 49 – PROMOTIONS

- 49.1** A comprehensive policy respecting promotions has been collaboratively developed by a committee consisting of OFFICERS of the SERVICE and ASSOCIATION Executive. The promotions policy shall not be modified or revised unless there is collaboration between the CHIEF and ASSOCIATION Executive.
- 49.2** All promotions shall be governed by ability, fitness and efficiency to be determined by the CHIEF and ratified by the BOARD. In a promotional competition, where the final scores of successful candidates are equal, seniority shall govern.
- 49.3** In accordance with the LEGISLATION, upon completion of consecutive twelve (12) month periods of service, a Constable shall be paid the annual salary of the next higher class of Constable up to and including Constable – 1st Class, subject to the provisions of Article 49.4.
- 49.4** No OFFICER can attain a ranking higher than Constable – 2nd Class unless the Constable has successfully completed Basic Constable Training (BCT) or its equivalent.
- 49.5** A Constable shall be designated and entitled to receive the annual salary of a Senior Constable – 10 Years + upon completing ten (10) years of continuous service as a Police Constable within Canada.
- 49.6** A Constable shall be designated and entitled to receive the annual salary of a Senior Constable – 20 Years + upon:
- a/ Completing twenty (20) years of continuous service as a Police Constable within Canada; and

- b/ Receiving an overall mark of 70% or greater on the Ontario Police College Promotional Examination for Sergeant written after completing at least sixteen (16) years of service as a Police Constable.
- 49.7 A Constable shall be designated and entitled to receive the annual salary of a Senior Constable – 23 Years + upon:
- a/ Completing twenty three (23) years of continuous service as a Police Constable within Canada; and
 - b/ Receiving an overall mark of 70% or greater on the Ontario Police College Promotional Examination for Sergeant written after completing at least nineteen (19) years of service as a Police Constable; and
 - c/ Successfully passing the Service's Internal Acting Rank Examination and designated as an Acting Rank Officer.

ARTICLE 50 – LEGAL COSTS & EXPENSES

- 50.1 The CORPORATION shall pay to all OFFICERS such reasonable legal fees and expenses incurred as a result of an OFFICER being charged with an offence contrary to the *Criminal Code* or any Federal, Provincial or Municipal enactment while in the execution of the OFFICER's duty provided that such OFFICER shall be acquitted or discharged of such proceedings initiated against them or the charge is withdrawn.
- 50.2 At the request of the OFFICER to the ASSOCIATION, legal representation shall be provided to each OFFICER under investigation by the Special Investigations Unit (SIU) to a one time maximum of one thousand (\$1,000) dollars.
- 50.3 Where, in an inquiry under the *Coroner's Act*, an OFFICER'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 CORPORATION shall pay for the necessary and reasonable legal costs incurred in representing the OFFICER's interests in any such inquiry, provided:
- 50.3.1 The CHIEF or the BOARD does not provide Counsel to represent the OFFICER at the BOARD's expense; or
 - 50.3.2 Counsel provided by the CHIEF or the BOARD to represent either or both of them as well as the OFFICER is of the opinion that it would be improper for the same Counsel to act for both the CHIEF or the BOARD and the OFFICER in that inquiry.
- 50.4 It is understood and agreed that in the event of a difference of opinion the words "necessary and reasonable legal costs" may be the subject of a grievance and arbitration under the terms of this Agreement. Specific reference to this provision does not reflect on the arbitrability of other matters falling under the Agreement.

- 50.5** An OFFICER, who is requested or subpoenaed to appear before an inquiry under the LEGISLATION, shall be indemnified for the necessary and reasonable legal costs incurred in representing their interests in such an inquiry only:
- 50.5.1** where no other OFFICER, excluding the CHIEF, has been requested or subpoenaed to appear before the inquiry;
 - 50.5.2** where more than one OFFICER is subpoenaed or requested to appear, other than the CHIEF, in such case there shall be only one Counsel representing all OFFICERS; or
 - 50.5.3** where the Counsel representing the OFFICER excluding the CHIEF, is of the opinion that it would be improper to act for both the OFFICER and other members.
- 50.6** The Counsel representing the OFFICER under Article 50.5.1, 50.5.2 and 50.5.3 shall be Counsel selected by the ASSOCIATION.
- 50.7** Where an OFFICER intends to apply to the BOARD for indemnification, the OFFICER shall, within thirty (30) days of receiving a request or subpoena to appear before an inquiry made under the LEGISLATION, 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.
- 50.8** Notwithstanding Article 50.5, the BOARD may refuse payment otherwise required under Article 50.5 where the request or subpoena is with respect to acts by the OFFICER which were not done in the attempted performance of their duties as a Police Officer.
- 50.9** For the purposes of Article 50, “necessary and reasonable legal costs” shall be based on the account rendered by the solicitor performing the work subject initially to the approval of the solicitor for the BOARD and in the case of dispute between the solicitor doing the work and the solicitor for the BOARD, assessment on a solicitor and client basis by an Assessment Officer of the Supreme Court of Ontario.

ARTICLE 51 – ASSOCIATION EXECUTIVE MEETINGS & CONFERENCES

- 51.1** ASSOCIATION Executive Members shall be permitted to absent themselves without loss of pay to attend meetings to conduct the affairs and business of the ASSOCIATION in accordance with the following:
- 51.1.1** An ASSOCIATION Executive Member who is scheduled for duty on a day shift of a scheduled ASSOCIATION business meeting with the BOARD, shall be permitted to such shift off duty. Should an ASSOCIATION Executive Member be scheduled for night shift of a scheduled ASSOCIATION business meeting with the BOARD, the ASSOCIATION Executive Member shall receive eight (8) hours of rest between the end of the meeting and the start of duty without loss of hours or pay.
- 51.1.2** An ASSOCIATION Executive Member, who is scheduled for duty on the night shift immediately prior to a scheduled ASSOCIATION business meeting with the BOARD, shall be permitted that shift off duty without loss of hours or pay.
- 51.1.3** ASSOCIATION Executive Members appearing before the BOARD in respect to the affairs of the ASSOCIATION shall appear in civilian attire.
- 51.2** An ASSOCIATION Executive Member, who is a representative of the Police Association of Ontario (PAO), shall be permitted to absent themselves, without loss of hours or pay, for such time as may be necessary to a maximum of three (3) days to attend Executive Board or quarterly meetings of the PAO.
- 51.3** Two ASSOCIATION Executive Members shall be granted leave to attend the annual convention of the PAO for five (5) days without loss of hours or pay.
- 51.4** The BOARD shall notify the ASSOCIATION Executive at least five (5) days in advance of any meeting dealing with the ASSOCIATION.
- 51.5** The CORPORATION shall grant an aggregate total of seven (7) days annually for ASSOCIATION Executive Members to attend PAO training courses and/or seminars or any other labour related training courses and/or seminars approved by the CHIEF.
- 51.6** The actual hours on any PAO or other approved labour related training course and/or seminar will be factored into the amount of the time the ASSOCIATION Executive Member would have worked in the cycle on their assigned scheduled shift and credit or debit would be applied to that Member's lieu time bank balance at straight time.

ARTICLE 52 – COMPLAINT & GRIEVANCE PROCEDURE

- 52.1** With the exception of such matters as are governed by regulations made by the Lieutenant Governor in Council under the LEGISLATION, any difference between the parties concerning the interpretation, application, administration or alleged violations of any of the provisions of this Agreement shall be dealt with as follows:

STEP 1 The aggrieved OFFICER, and/or their ASSOCIATION Representative may discuss any grievance with the Management Representative designated in Article 52.8 to handle grievances at this step. The Management Representative shall state their decision orally to the grievor within seven (7) days after the discussion.

STEP 2 If the grievance is not resolved satisfactorily at Step 1, the ASSOCIATION Grievance Committee or its Representative may reduce the grievance to writing and present it within seven (7) days after the decision has been made at Step 1 and initialed by the Management Representative at Step 1 to the CHIEF. The CHIEF shall render a written decision and deliver it to the ASSOCIATION Grievance Committee within a further seven (7) days of the meeting held to discuss the grievance, or if no meeting is held, within seven (7) 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 seven (7) days or receipt of the decision of the CHIEF, submit the grievance to the BOARD which shall then fix a time within thirty (30) days at which time the BOARD will hear submissions from one or more OFFICERS or a Representative of the ASSOCIATION Grievance Committee. The BOARD will notify the ASSOCIATION Grievance Committee in writing of its decision within seven (7) days of the hearing.

52.2 Where the ASSOCIATION Grievance Committee is dissatisfied with the decision of the BOARD, there shall be the right to arbitrate according to the procedure as provided for in Article 52.3

52.3 Where a difference arises between the parties relating to the interpretation, application or administration of the Agreement or an allegation is made that the Agreement or award has been violated, either of the parties may, notwithstanding any grievance or arbitration procedure established by the Agreement notify the other party in writing of its desire to submit the difference or allegation to an arbitrator and, if the recipient of the notice and the party desiring the arbitration do not within ten (10) days agree upon a single arbitrator, the appointment of a single arbitrator shall be made by the Solicitor General upon the request of either party, and the arbitrator shall commence to hear and determine the difference within thirty (30) days after the arbitrator's appointment and shall issue a decision within a reasonable time thereafter, and such decision is final and binding upon the parties.

52.4 Where a grievance relates to the general interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, either party may initiate a "policy" or "group" grievance on behalf of the aggrieved OFFICERS, or the party concerned, as the case may be.

52.5 No matter may be submitted to arbitration which has not been processed through all previous Steps of the grievance procedure, however, that the parties may at any time agree to omit one or more Steps of the grievance procedure.

52.6 The time limits in this Article may be extended at any stage by mutual agreement but in any event shall be considered directly.

- 52.7 The word “days” in this Article means calendar days exclusive of Saturday, Sunday, Statutory Holiday, and the period of the grieving OFFICER’s annual leave/vacation.
- 52.8 The BOARD shall provide the ASSOCIATION with a list of Management Representatives; such individuals to include the CHIEF, Deputy Chief or any other OFFICER or employee so designated by the BOARD to handle grievances at Step 1 of the Grievance Procedure and shall notify the ASSOCIATION promptly of changes made in the list from time to time.
- 52.9 The ASSOCIATION shall provide the BOARD with a list of names of all ASSOCIATION Grievance Committee Members and a list of the names of its monitors, and shall notify the BOARD promptly of any changes made from time to time in either list.

ARTICLE 53 – LABOUR/MANAGEMENT JOINT COMMITTEE

- 53.1 To resolve any problems which may arise and to consider and make suggestions and recommendations for their solution to their respective Parties, the Parties shall establish a Joint Committee comprised of two (2) appointees representing the BOARD and two (2) representing the ASSOCIATION to meet semi-annually with such meetings to take place in April and October of each year or as otherwise mutually agreed upon, to discuss matters of mutual concern at a place and time mutually agreeable.
- 53.2 Seven (7) days prior to any meeting of the Joint Committee, the representatives of the BOARD and the ASSOCIATION shall advise each other in writing of the matters they wish to place on the agenda for discussion.
- 53.3 Time spent by appointees attending such meetings shall not result in loss of regular pay, nor qualify for overtime on a day or additional costs.

ARTICLE 54 – MANAGEMENT RIGHTS

- 54.1 The ASSOCIATION recognizes and acknowledges that subject of the provisions of the LEGISLATION and subject to the provisions of this collective Agreement, it is the sole function of the BOARD to:
- 54.1.1 Maintain order, discipline and efficiency;
- 54.1.2 Hire, discharge, direct, classify, promote, demote, suspend or otherwise discipline any OFFICER, provided that a claim of discriminatory promotion, demotion or claim that an OFFICER has been discharged or disciplined without reasonable cause, may be the subject of a grievance under the provisions of the Grievance Procedure contained in this Agreement or dealt with under the exclusive jurisdiction of the Ontario Civilian Police Commission, as prescribed by the LEGISLATION, as amended from time to time;
- 54.1.3 Generally to oversee and administer the affairs of the SERVICE.

- 54.2 Without limiting or restricting the generality of the foregoing, the CORPORATION retains all rights and responsibilities of management not specifically relinquished or modified by this Agreement.

ARTICLE 55 – DOCUMENTATION

- 55.1 The BOARD shall provide the ASSOCIATION with a “Master Copy” of this Agreement, as well as a process for providing adequate copies to ASSOCIATION members.
- 55.2 The CHIEF shall provide the ASSOCIATION with a copy of the LEGISLATION, as amended, revised and reprinted from time to time.
- 55.3 The CHIEF shall notify an OFFICER regarding any documentation to be included in the MEMBER’s Personnel File.
- 55.4 The BOARD shall provide the ASSOCIATION and its members, with any and all information that is available to the public upon request.

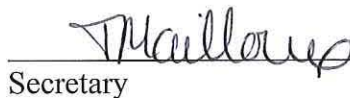
ARTICLE 56 – TERM OF AGREEMENT

- 56.1 This Agreement shall remain in force and effect for a period of four (4) years from January 1st, 2021 to and including the 31st day of December, 2024 and thereafter until replaced by a new agreement, decision or award.
- 56.2 This Agreement shall inure to the benefit of and be binding upon not only the parties hereto but also their respective successors and assigns.

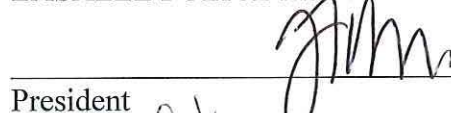
SIGNED at the Town of LaSalle, Ontario this 23 day of August, 2022.

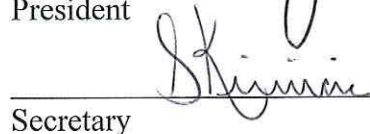
LASALLE POLICE SERVICES BOARD


Chairperson


Secretary

LASALLE POLICE ASSOCIATION


President


Secretary

SCHEDULE "A"

Rank, Classification & Salary Table

Rank & Classification	Rate	2020	2021	2021	Rate	2022	2022	2023	2023	2024	2024
			Jan 1.25%	Jul 1.25%		Jan 1.25%	Jul 1.25%	Jan 1.25%	Jul 1.25%	Jan 1.25%	Jul 1.25%
Inspector	140.0	142,074.38	143,850.31	145,648.44	140.0	147,469.04	149,312.41	151,178.81	153,068.54	154,981.90	156,919.18
Staff Sergeant	132.5	134,463.25	136,144.04	137,845.85	133.0	140,095.59	141,846.78	143,619.87	145,415.12	147,232.81	149,073.22
Sergeant	120.0	121,778.04	123,300.26	124,841.52	120.5	126,928.71	128,515.32	130,121.76	131,748.28	133,395.14	135,062.58
Senior Constable – 23 Years +	107.5	109,092.83	110,456.49	111,837.20	108.0	113,761.83	115,183.86	116,623.65	118,081.45	119,557.47	121,051.94
Senior Constable – 20 Years +	106.0	107,570.60	108,915.23	110,276.68	106.5	112,181.81	113,584.08	115,003.88	116,441.43	117,896.95	119,370.66
Senior Constable – 10 Years +	104.5	106,048.37	107,373.98	108,716.16	105.0	110,601.78	111,984.30	113,384.11	114,801.41	116,236.43	117,689.38
Constable – 1 st Class	100.0	101,481.70	102,750.22	104,034.60	100.0	105,335.03	106,651.72	107,984.86	109,334.67	110,701.36	112,085.13
Constable – 2 nd Class	92.0	93,363.16	94,530.20	95,711.83	92.0	96,908.23	98,119.58	99,346.07	100,587.90	101,845.25	103,118.32
Constable – 3 rd Class	86.7	87,984.63	89,084.44	90,198.00	86.7	91,325.47	92,467.04	93,622.88	94,793.16	95,978.08	97,177.80
Constable – 4 th Class > 6 Months	77.7	78,851.28	79,836.92	80,834.88	77.7	81,845.32	82,868.38	83,904.24	84,953.04	86,014.96	87,090.14
Constable – 4 th Class < 6 Months	55.1	55,916.42	56,615.37	57,323.06	55.1	58,039.60	58,765.10	59,499.66	60,243.41	60,996.45	61,758.90
Special Constable	Unit B	-	-	-	75.0	79,001.27	79,988.79	80,988.65	82,001.01	83,026.02	84,063.84
Cadet (Constable In Training)	Unit B	-	-	-	50.0	52,667.52	53,325.86	53,992.43	54,667.34	55,350.68	56,042.56

SCHEDULE "B"

Green Shield Benefit Package

Blue Cross Benefit Package