

Lynne



COLLECTIVE AGREEMENT

BETWEEN

**THE COBOURG POLICE SERVICES BOARD
(hereinafter referred to as "the Board")**

AND

**THE COBOURG POLICE SENIOR OFFICERS ASSOCIATION
(hereinafter referred to as "the Senior Officers Association")**

**Effective: January 1, 2012
Expiry: December 31, 2014**

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DEFINITIONS

- a) "Act shall mean the "Police Services Act".
- b) "Senior Officers Association" means the Cobourg Police Senior Officers Association.
- c) "Board" means the Cobourg Police Services Board
- d) "Chief" means the Chief of Police of the Cobourg Police Service
- e) "Corporation" means the Corporation of the Town of Cobourg
- f) "Member" means a member of the Cobourg Police Force who has the rank of inspector or higher or is employed in a supervisory or confidential capacity save and except the Chief and Deputy Chief of Police
- g) "Part Time Member means a person who has been employed to work temporary hours as may be required for an indefinite period of time. Article 8 is the only applicable article that applies to this person. All other articles do not apply to part time members."
- h) "O.M.E.R.S." means the Ontario Municipal Employees Retirement System.
- i) "Service" and/or "Police Service" means the Cobourg Police Service

ARTICLE 1 – RECOGNITION

- 1.01 The Board recognizes the Senior Officers Association as the exclusive bargaining agent for all members of the Cobourg Police Senior Officers Association in accordance with the terms of the Act. As referred to in this agreement, the term "member" shall mean all members of the Cobourg Police Senior Officers Association, including non-sworn members save and except the Chief of Police and Deputy Chief of Police, and those excluded pursuant to the Act, or as set forth in this agreement.
- 1.02 Whenever applicable in this agreement, the singular number shall include the plural and the masculine gender shall include the feminine.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 a) The Senior Officers Association recognizes the role of the Chief of Police, pursuant to the Act, as amended from time to time, and it is the exclusive function of the Board to:
- (i) Maintain order, discipline and efficiency.
 - (ii) Hire, discharge, direct, classify, transfer, promote, demote or suspend, or otherwise discipline any member

The Board agrees that no member will be dealt with adversely without reasonable cause and that it will exercise the functions outlined in a manner consistent with the agreement, the Act and the Regulations made hereunder by the Lieutenant Governor in Council.

If a member claims that the Board has exercised any of the functions outlined in paragraph (ii) in violation of this agreement, then such claim may be the subject of a grievance under the grievance procedure outlined in this agreement, or dealt with under the procedures within the exclusive jurisdiction of the Police Complaints Commissioner, reporting to the Ontario Attorney General, as prescribed in the Act, as the case may be.

- 2.01 b) The Board agrees that no member will be dealt with adversely without reasonable cause, and that it will exercise the functions outlined in paragraph (a) in a fair and reasonable manner and without discrimination consistent with this Agreement, the Act and the Regulations made hereunder by the Lieutenant Governor in Council and the Ontario Human Rights Code.
- 2.01 c) If a member claims that the Board has exercised any of the functions outlined in paragraph (ii) in violation of the Agreement, then such claim may be the subject of a grievance under the grievance procedure outlined in this Agreement, or dealt with under the procedures within the exclusive jurisdiction of the Police Complaints Commissioner, reporting to the Ontario Attorney General, as prescribed in the Act as the case may be.

ARTICLE 3 – RELATIONSHIPS

- 3.01 There will be no discrimination, interference, restraint or coercion exercised, or practiced by the Board or by any of its representatives, with respect to any member because of his/her membership, or in connection with the Senior Officers Association by members who are eligible to join the Senior Officers Association will not be discouraged.
- 3.02 There will be no discrimination, interference, restrain or coercion exercised, or practiced by the Senior Officers Association or by any member or representative of the Senior Officers Association with respect to any member of the Cobourg Police Service.

ARTICLE 4 – BARGAINING

- 4.01 The Board acknowledges the right of the Senior Officers Association to appoint or otherwise select a Bargaining Committee of not more than three (3) members of the Senior Officers Association. Time off without loss of pay shall be granted to members of the Senior Officers Association Bargaining Committee to meet with the Board for any negotiations and arbitration between the Board and the Senior Officers Association. Approximately fifty per cent (50%) related to meetings between the Association and the Board will occur during what would normally be working time for members of the Bargaining Committee.

ARTICLE 5 – SENIORITY

- 5.01 "Seniority" means the length of service of a member with the Cobourg Police Service from his/her last date of hiring including any period of leave of absence, (including pregnancy and paternal leave), short term and long term disability, except that members holding the same rank shall be ranked for purposes of seniority according to the length of their service in that rank. Where two or more members have the same length of service, the Board shall determine the order of seniority.
- 5.02 "Order of Seniority", as noted elsewhere, shall mean the member with the longest length of continuous service with the Cobourg Police Service and then progressing down to the member with the least continuous length of service with the Cobourg Police Service.
- "Reverse Seniority", as noted elsewhere, shall mean the member with the least length of continuous service and then progressing up to the member with the most continuous length of service with the Cobourg Police Service.
- 5.03 Seniority and recall right shall cease after twenty-four (24) months.
- 5.04 Where the board has made a decision to reduce the complement of the Police Service and such reduction cannot be accommodated through attrition, and where such action is not in contravention of the Police Services Act 1990, the members laid off shall be laid off in the order of reverse seniority.

The Board shall notify every member who is to be laid off at least two weeks prior to the effective date thereof, or award pay in lieu thereof.

No new members will be hired until those laid off members have been given the opportunity of recall.

The members to be recalled shall be recalled in the order of seniority when a vacancy in the complement of the Service exists.

- 5.05 Members who are laid off due to a reduction in staff and fail to return to work within fourteen (14) working days after notice to return to work has been forwarded by registered mail to the last known address of such member, shall be deemed to have severed their service with the Board and shall forfeit all seniority rights, except in the case of sickness or other just cause in which case the member must supply a medical report on the form provided by the Board in accordance with Article 10, certifying the member is fit to return to full duties. The member shall keep the Board informed at all times of their current address.

ARTICLE 6 – PROMOTIONS

- 6.01 a) Promotions to the ranks above rank of Inspector within the service will be based upon the member's qualification of skill, competence and efficiency for the position concerned. When those qualifications are relatively equal, the member having the most seniority will be given preference.
- 6.01 b) All promotions will follow the promotional procedures as defined in the Cobourg Police Service "Rules and Regulations".

ARTICLE 7 – HOURS OF EMPLOYMENT

- 7.01 a) The Chief of Police reserves the right to change the work schedule applicable to members of the Senior Officers Association at any time.
- 7.01 b) The normal working hours for Senior Officers shall be five consecutive day durations and each daily tour shall consist of eight consecutive hours including one hour lunch break.
- 7.01 c) The normal work week for non-sworn members shall consist of forty (40) hours, to be worked in 5 consecutive days duration consisting of eight (8) hour shifts including one (1) hour lunch break, subject to Article 7.01 a), to accommodate other needs as required.

ARTICLE 8 – SALARIES

- 8.01 a) The schedule of annual salary rates for the term January 1, 2012 to December 31, 2014 is attached here to as Appendix 'A';
- b) Non-sworn members shall be entitled to all annual salary rate increase as negotiated by the Cobourg Police Association-Civilian Collective Agreement.
- 8.02 Each member shall be paid all bonuses or allowances to which the member is entitled to (i.e. shift bonus, service pay, clothing allowance, etc.) on the first full pay period on or after the first day of December each year.
- 8.03 The probationary period for all part time non-sworn members is a period of at least twelve (12) months from the date that his/her employment commences and comprising of at least one thousand and forty (1040) hours worked, whichever comes first.

After the probationary period, a part time member shall progress through each pay grid level upon accumulation of 2080 hours total employment for each level. Part time members will be paid holiday pay at four percent (4%) of their salary, per pay period in lieu of accumulated vacation pay.

ARTICLE 9 – STANDBY PAY

- 9.01 Sworn officers shall be paid an amount of One thousand (\$1,000) for being on standby/on-call when required at the direction of the Chief of Police, in addition, eleven (11) days shall be placed in each member bank at the commencement of each year. Such time shall be scheduled by the Chief and may be taken in consecutive weeks.

ARTICLE 10 – ACTING PAY

- 10.01 When a Sworn Officer is assigned the duties of a member of the Cobourg Police Service paying a higher salary range, on a continuous basis, for longer than one month, the Sworn Officer shall receive that higher classification salary.

10.02 This acting pay is not intended to cover vacation absences.

10.03 A member assigned the duties of another member in a lower classification shall retain their higher classification salary.

ARTICLE 11 – MEDICAL CERTIFICATES

- 11.01 a) A member who is absent from work for more than three consecutive working days shall supply a medical report on the form provided by the Board certifying the provision of medical care, providing a prognosis for return to full-duties and details of any accommodations necessary to permit the member to perform modified duties. A copy of the form is attached hereto.
- b) Where the Board is concerned that a member has a pattern of absences from work, the member may be instructed that for all future absences in the next twelve months, he or she must supply a medical report. The report shall be on the form provided by the Board and certify that a doctor saw the member during the absence and that in the Doctor's opinion, he or she was ill or injured and unable to attend work.
- 11.02 The cost of supplying the medical certificate required under Article 18.01 shall be borne by the member. Should additional medical reports be necessary, those costs shall be borne by the Board.
- 11.03 a) The Board and the Association acknowledge their obligations under the Ontario Human Rights Code to attempt to provide accommodation of disabled members. The members acknowledge their duty to cooperate promptly with the Board in identifying and commencing modified duties. If the member's medical information is insufficient or there is a question or dispute which arises about accommodation of a member, the medical representative of the Board is authorized to contact the physician of the member directly and that physician may release to the Board's medical representative any relevant information to assist in a return to work.
- b) The Board's medical representative may not request medical information unrelated to the issues

In the event that a dispute remains between the member's physician and the medical representative of the Board, an independent third physician (preferably a specialist in the condition affecting the member) will be agreed upon, consulted and will decide the dispute.

ARTICLE 12 – VACATIONS

12.01 Vacations with pay will be granted to all members in accordance with the following schedule.

**YEARS OF SENIORITY AS
A MEMBER OF COBOURG POLICE
ON JANUARY 1**

VACATION

1 year	2 weeks
5 years	3 weeks
10 years	4 weeks
15 years	5 weeks
21 years	5 weeks plus 1 day
22 years	5 weeks plus 2 days
23 years	5 weeks plus 3 days
24 years	5 weeks plus 4 days
25 years	6 weeks
30 years	7 weeks

12.02 a) In addition to the vacation allowances of Article 12.01, all members shall also receive a further one (1) week reimbursement to compensate for all after working hour meetings and engagements that occur in the line of duty.

b) While responsible for, and for the duration of the Criminal Records Checks service, the Executive Assistant shall be entitled to receive an additional five days reimbursement to compensate for extra time worked.

12.03 Vacations will be scheduled by the Chief of Police to permit each member to have a minimum of two (2) weeks when possible of the member's vacation between the start of the last week of June and Labour Day.

12.04 When a member is recalled for duty when on annual vacation, the member may, in consultation with the Chief of Police and in accordance with the needs of the Service, make arrangements to take lieu days off for days worked on the basis that a member affected will receive two (2) days off for the first day worked and one day off for each day thereafter.

It is further understood that should a member be recalled from vacation or statutory holiday leave, the member shall be entitled to cancel his/her vacation or leave and arrange for its rescheduling at a later date through the mutual consent of the member and the Chief of Police.

In addition to the foregoing, a member so affected shall receive necessary travelling expenses to and from the place of vacation.

12.05 It is agreed that when a member is within ten (10) years of normal retirement, that he/she may carry forward vacation entitlement toward his retirement year. This accumulated vacation entitlement is not to exceed four hundred (400) hours. This accumulation may be at the member's discretion.

ARTICLE 13 – STATUTORY HOLIDAYS

13.01 All members shall be entitled to twelve (12) statutory or paid holidays as listed below. In lieu of such statutory or paid holidays, each member shall be entitled to twelve (12) working days off with pay. Such time off shall be scheduled by the Chief and may be in consecutive weeks. The holidays referred to herein are as follows:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

13.02 Members who have less than one (1) year of service or whose service is terminated shall be entitled to the provision of this Article in accordance with their length of service on a pro rata basis.

13.03 For the purpose of 12.01, members shall be entitled to select the holiday provided for herein in the reverse order of seniority.

When a member is recalled for duty on a statutory holiday, the member may, in consultation with the Chief of Police, and in accordance with the needs of the Service, make arrangements to take lieu days off for the days worked. When a member works any of the said statutory holidays, the member shall, in addition to the member's lieu day off, be entitled to two (2) days off for work on the said holiday. Non-sworn members shall take all statutory holidays off on the day of said holiday.

ARTICLE 14 – LEAVE OF ABSENCE – SR. OFFICERS ASSOCIATION ACTIVITIES

- 14.01 The Board agrees that it is proper to grant leave of absence for Association Business to members, and, where possible, members will be granted such leave upon request.
- 14.02 The Board will grant a leave of absence with pay to a member or members chosen by the Senior Officers Association to attend meetings or conduct affairs and businesses of the Senior Officers Association and to attend Annual Conventions of the Ontario Senior Officers Police Association and/or Executive Zone Meetings. Such leave of absence with pay shall not exceed a maximum of ten (10) working days in any calendar year for the total number of members granted such leave of absence. Not more than two (2) members shall be granted leave during the same period. Each request for such leave shall be in writing and must be submitted to the Chief of Police at least one (1) week in advance of the date the leave is required.

ARTICLE 15 – MATERNITY/PARENTAL LEAVE

- 15.01 The Board shall grant a "Maternity/Parental" leave of absence in accordance with the Ontario Employment Standards Act except as amended below.
- 15.02 When a members, who is entitled to a maternity leave under this Article, and who provides the Board with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to the Regulation 57-13, Unemployment Insurance Act and Regulations, 1990, the member shall be paid the following allowances.
- a) For the first two weeks of the Unemployment Insurance waiting period, a payment equivalent to seventy-five percent (75%) of the actual salary for her classification which she was receiving on the last day worked prior to commencement of maternity leave.
 - b) For a maximum of fifteen (15) additional weeks, a top-up payment equivalent to the difference between the sum of the weekly Unemployment Insurance maternity leave benefits she is eligible to receive, plus any other earnings she may receive up to a maximum of seventy-five (75%) of the actual salary for her classification which she was receiving on her last day worked prior to commencement of the maternity leave.
- 15.03 During this maternity leave, the member shall continue to receive those benefits as provided for under Article 17.02 and 17.02 (Health and Insurance Benefits).

During this maternity leave, the member shall continue to accrue seniority.

ARTICLE 16 – COMPASSIONATE LEAVE

- 16.01 The Board agrees that it is proper to grant leave of absences for compassionate leaves to members, and, where possible, members will be granted such leave upon request.
- 16.02
- a) When a death occurs to a member of the current immediate family of a regular, full-time member of the Service, the member will be granted an appropriate leave of absence with pay not exceeding three (3) consecutive scheduled work days, one of which is for attendance at the funeral.
 - b) In the event that three (3) days are not sufficient time to allow the member to attend the funeral, further leave may be granted at the discretion of the Chief.
 - c) A member's current immediate family is defined as including: father, mother, sister, brother, spouse, child, mother-in-law, father-in-law, aunt, uncle, brother-in-law, sister-in-law and stepchildren.

- d) When death occurs to a member's grandparent, the member will be granted an appropriate leave of absence with pay not exceeding one (1) scheduled work day for attendance at the funeral.
- e) In the event that one (1) day is not sufficient time to allow the member to attend the funeral, further leave with or without pay, not exceeding two (2) consecutive scheduled work days, may be granted at the discretion of the Chief.

ARTICLE 17 - PENSIONS

17.01 All regular full time employees shall become members of OMERS on their date of hire with the exception of those employees who are in receipt of an OMERS pension and waive their right to participate.

Other Than Continuous Full Time (OTCFT) employees shall be given the option of membership after meeting the standard eligibility requirement as set out in the OMERS policy. Part time employees, seasonal employees, and employees hired by personal employment contracts shall be given the opportunity to become members of OMERS provided they have worked seven hundred (700) regular hours per year or have earnings greater than the YMPE per year in two (2) consecutive years of employment with the Board.

Contributions of the member are deducted from the member as set out in the Table of Member Contributions issued by the Ontario Municipal Employees Retirement Board. The Board shall contribute an equal amount.

- 17.02 In the event Government legislation is enacted during the term of this agreement which provides changes in the retirement system, both parties will honour and abide as necessary with such changes.
- 17.03 The Board shall provide an opportunity to each member to purchase the O.M.E.R.S. optional service agreement with the member paying one hundred percent (100%) of the cost of purchase.
- 17.04 Any payments earned by the member after termination, i.e. retroactive pay, will not be considered as pensionable earnings if the amount is less than five hundred dollars (\$500.00).

ARTICLE 18 - HEALTH AND INSURANCE BENEFITS

- 18.01 Non-sworn members shall be entitled to participate in the current medical insurance benefits, life insurance benefits and retirement benefits available to the Cobourg Police Association Civilian Members
- 18.02 Sworn members shall be entitled to participate in the current medical insurance benefits, life insurance benefits and retirement benefits available to the Cobourg Police Association Uniform Members

ARTICLE 19 - DISABILITY INCOME BENEFITS

19.01 SHORT TERM DISABILITY PLAN

The Board shall provide a Short Term Disability Benefit, being a continuation of a member's salary and will be payable for each separate disability cause for both illness and occupational injury. Disability benefits will be payable from the first day of disability due to accident or illness, reduced by any Worker's Compensation benefits payable. It is understood and agreed that for any illness in excess of three (3) days, a member making a claim shall be obliged to provide a medical certificate signed by a duly qualified medical doctor attesting to the nature of illness, the course of treatment and the prognosis for recovery. Disability benefits will be

reinstated in full after return to work for thirty (30) working days for the same disability cause and after one (1) full day for an entirely separate and unrelated cause. The Board reserves the right to require a member claiming benefits to undergo an independent medical examination by a physician of its choice at any time.

Coverage for Short Term Disability are in accordance with sub-paragraph b) herein and are subject to the conditions set forth in sub-paragraph a) herein.

a) CONDITIONS

- i) Prior service with the Police Service will be recognised.
- ii) Notwithstanding Article 18.01 of this agreement, the Board may require a member to submit a new medical certificate signed by a duly qualified doctor after each five (5) days of absence.
- iii) Benefits are not payable for any period during which a member engages in an occupation or employment for wage of profit.
- iv) Benefits are not payable to a member who refuses to authorize disclosure to the Board and its insurers of any medical information required under this agreement or who refuses to waive any rights to have such information remain confidential.

b) SCHEDULE OF BENEFITS

Length of Service	Income Security Benefits
Less than 1 year	1 day per month of service to a Maximum of 9 days
1 year but less than 2 years	Two (2) weeks full salary next 15 weeks 75% of salary
2 years but less than 3 years	Six (6) weeks full salary next 11 weeks 75% of salary
3 years, but less than 4 years	Twelve (12) weeks full salary next 5 weeks 75% of salary
4 years but less than 5 years	Sixteen(16) weeks full salary next 1 week 75% of salary
5 years and over	17 weeks full salary

19.02 The Board shall provide a Long Term Disability Benefit for a total disability wherein regular full time members shall be eligible to collect long term disability benefits from the 120th calendar day of disability through to age 65, or prior recovery or death. The Plan will be integrated with the Short Term Disability Benefits to ensure that there is no interruption of income. The salary will include the premium with the employee having to pay the premium, and later being reimbursed by the Board.

- a) For the purposes of the Long Term Disability Plan, "total disability" means that as a result of injury or disease, the member is unable, during the qualifying period and the twenty-four (24) month period immediately following, to perform the regular duties of the occupation in which the member was engaged immediately prior to the commencement of the disability, and following expiry of the twenty-four (24) month period, to perform the duties of any occupation for remuneration or profit within the range of the member's education, training or experience. No consideration will be given to the availability of such occupation.

b) **LIMITATIONS**

The Long Term Disability Benefit will not be paid if disability results from:

- i) self inflicted injuries while sane or insane;
- ii) any condition for which the member is not under treatment by a duly qualified medical doctor;
- iii) committing or attempting to commit a criminal offense;
- iv) civil disorder or war;
- v) the use of drugs or alcohol unless the member is certified as being actively supervised by and receiving continuous treatment from a rehabilitation centre, a provincially designated institution or a duly qualified medical doctor.

The Board agrees to obtain and maintain in force a Long Term Disability Plan which provides a benefit of sixty per cent (60%) of regular monthly earnings up to a maximum of six thousand dollars (\$6,000.00) per month and is directly offset by CPP/QPP "frozen" primary disability benefits and Workers' Compensation Benefits. The Long Term Disability Benefit will be offset further by any other disability income, once income from all sources exceeds eighty-five per cent (85%) of the member's pre-disability monthly earnings. For the purposes of this agreement, income from all sources: includes disability benefits payable under any other government plan, any salary continuation, any other group insurance disability benefits, any O.M.E.R.S. pension benefits, and any retirement benefits.

ARTICLE 20 – DEPENDENTS BENEFITS

- 20.01 a) "Spouse" shall mean either of a man or woman who,
- i) are married to each other;
 - ii) not being married to each other have cohabited continuously for a period of not less than three (3) years, or in a relationship of some permanence where there is a child born of whom they are the natural parents and have so cohabited within the preceding year.
- b) "Dependent Child" shall mean a member's child who is:
- i) an unmarried person under the age of eighteen (18) years;
 - ii) an unmarried person over the age of eighteen (18) years but less than twenty-five (25) years of age and is in full time attendance at a school, community college, university or other educational institute;
 - iii) a person over the age of eighteen (18) years who, by reason of mental or physical disability, is unable to earn a livelihood and includes;
 - iv) any child of whom the member stood in loco parentis at the time of his/her death.
- 20.02 a) When a member is killed or dies as a direct result of injuries received in the performance of the members' duties as a member of the Cobourg Police Service, leaving a spouse and/or dependent child or children, the Board shall pay to such spouse and/or dependent child or children, as the case may be, a supplementary monthly top up payment, in an amount which, when taken together with all other sources with the Board has contributed (O.M.E.R.S. Canada Pension Plan, Worker's Compensation, U.I.C. and the return on a reasonable investment of the proceeds of the life insurance policy) will equal one hundred percent (100%) of the disposable after tax income of the deceased member based on the member's annual salary at the time of death and thereafter upon the annual salary the deceased member would normally have received resulting from any negotiated revisions to the Collective Agreement between the Board and the Senior Officers Association.

- b) The supplementary monthly top up payments, provided for in Article 19.02(a) in the case of a spouse and any dependent children shall continue until, but cease upon:
 - i) the date upon which the deceased member would normally have retired (retirement age) and commenced to receive normal pension payments;
 - ii) in the event that such spouse remarries or co-habitates with a partner for a period greater than one (1) year.
 - c) Should a spouse, who is properly entitled to the supplementary monthly payments provided for in Article 19.01 a) die leaving a dependent child or children as defined in Article 19.01 herein, the payments shall be made as provided for in Article 19.04
- 20.03 a) The Board will provide those benefits under Article 17 of this agreement to a spouse and dependents who is receiving a supplementary monthly top-up payment provided under Article 19.02.
- b) These benefits shall continue at the annual amounts the deceased member would have normally received resulting from any negotiated revisions to the Collective Agreement between the Board and the Senior Officers Association. They shall cease however, upon the event that such spouse remarries, or cohabitates with a partner for a period greater than one (1) year, or when such spouse reached the age of sixty-five (65) years. They shall also cease for such dependent children when they cease to be dependent as herein defined.
- 20.04 a) Any supplementary monthly payments being made for the benefit of a surviving child or children or deceased member, or the spouse of such deceased member, shall be made payable to or for the benefit of such child or children to a guardian or other legal representative, or to the Public Trustee, until such time as such child or children are no longer dependent, as defined in Article 19.02 herein.
- b) In the case where there is more than one (1) dependent child, as defined in Article 19.01 herein, the supplementary monthly benefit shall be divided equally per stirpes among the deceased member's eligible depended children, as defined in Article 19.01 herein.
 - c) Should an eligible dependent child, as defined in Article 19.01 herein, become totally disabled as defined in Article 19.01 2), 3), then such dependent child is deemed to be under twenty-one (21) years of age for so long as the total disability continues for O.M.E.R.S. purposes.

ARTICLE 21 – CLOTHING ALLOWANCE

- 21.01 The Board will provide a complete uniform to the sworn officers, or parts, thereof, as required.
- 21.02 The Board will also allow one thousand dollars (\$1,000) for reimbursement of purchase of Civilian clothes for sworn officers. Uniform allowance for the sworn officers will be as required. (See Article 8.03 for time of payment).
- 21.02 The Board will pay for the repair and cleaning of the sworn officer's uniform (trousers, tunic etc) or Civilian suits or jackets, etc., on a once a monthly basis or as may be required and approved. See Article 8.03 for time of payment.

ARTICLE 22 – TRAVEL AND OUT-OF-TOWN ALLOWANCES

- 22.01 The member shall be entitled to the following allowances while travelling out-of-town on Police Service business as authorized by the Board.

- i) An allowance up to fifty-five dollars (\$55.00) per day for meals and other out of pocket expenses when out of town. Receipt of expenditures are required when these expenses exceed the fifty-five (\$55.00) normal limit;
- ii) The registration fees for attendance at conferences, seminars, etc.;
- iii) Hotel accommodation and hotel parking while attending conferences, seminars, etc.;
- iv) An allowance of thirty-five cents (\$0.35) per kilometer when travelling beyond the local area as previously defined.
- v) Economy class air fare when long distance travelling necessitates such mode of travel.

ARTICLE 23 – COURSE ALLOWANCE

23.01 a) Any member required by the Police Services Board to attend Durham College for training with the approval of the Chief of Police, or seconded to another police service, shall receive his/her full salary plus all expenses. The Service will provide a vehicle for transportation and in lieu of such transportation, the Board shall pay the member a travel allowance of thirty-five (\$.35) per kilometer from the Cobourg Police office and return each day.

NOTE: Any member receiving the course allowance as stated above is not entitled to any other allowances.

b) Any member required by the Board to attend Ontario Police College, the Canadian Police College or other courses offered by the Ontario Police Commission, shall be paid travel allowance of thirty-five cents (\$0.35) per kilometer from the Cobourg Police Office to the location of the course, and return, for one (1) round trip during the period of the course, provided the member endorses over to the Board any amount received from the College or Commission for travel costs.

23.02 Any member who successfully completed a recognized course, with courses being approved in writing by the Chief of Police as being related or beneficial to the police service, shall be reimbursed the tuition costs of such courses.

23.03 All necessary equipment required by the College or Institution will be supplied by the Board. Where living accommodations or meals are not provided by the College or Institution, the Board will allow reasonable amounts of living allowance plus expenses.

23.04 Any member required by the Board to attend a recognized Police training course at the Ontario Police College and the Canadian Police College with prior approval of the Chief of Police, shall receive his/her full salary plus an allowance of one hundred (\$100.00) per week for each attendance.

ARTICLE 24 – LIABILITY AND TRAVEL INSURANCE

24.01 The Board shall provide and shall pay the full premium cost of liability insurance to cover awards for both property damage and personal injury damage which may be assessed against any member, including party and party costs, in any civil action against such member while in the performance of his/her duties as a member of the Police Service.

24.02 The Board shall provide insurance coverage for any member who is required by the Board to travel to and from the Ontario Police College or any other such training institution where the member may be enrolled by the Chief of Police.

ARTICLE 25 – WORKPLACE SAFETY AND INSURANCE BOARD

- 25.01 Members' receiving temporary total disability compensation benefits from the Workplace Safety and Insurance Board, or where the Board receives such compensation benefits on behalf of the member in lieu of salary, the member shall:
- a) continue to receive those benefits as provided under Article 16 of this Agreement;
 - b) continue to accrue seniority;
 - c) receive a top up payment from the Board equivalent to the difference between the sum total of the Workplace Safety and Insurance Board benefits the member may receive to 100% of the actual average salary the member received during the six months prior to the commencement of the Workplace Safety and Insurance Board benefit.
- 25.02 Such benefit payments of this agreement shall continue only while the member is receiving temporary total disability compensation from the Workplace Safety and Insurance Board, and shall terminate at such time as either an award for payment total disability or permanent partial disability is made to the member by the Workplace Safety and Insurance Board, or when the member returns to active employment, whichever should first occur.
- 25.03 For a greater certainty, no member shall be better off or worse off than any member who continues on active duty with the Cobourg Police Service.
- 25.04 In case of injury at work the member shall complete a Town of Cobourg "Employee Incident/Accident/Disease Report" at the time of the incident, or as soon as the member is capable of doing so. Where a WSIB Employers Report of Injury/Disease (Form 7) is required, the employer will provide the worker with a copy of the completed form. Subsequently, the worker will provide the employer with a completed copy of the WSIB Worker's Report of Injury/Disease (Form 6).

ARTICLE 26 – LEGAL COUNSEL

- 26.01 The Board shall indemnify a member of the Police Service for the necessary and reasonable legal costs incurred for:
- a) **Criminal or Statutory Offences:** Members charged with and finally acquitted of a criminal or statutory offence either Provincial or Federal, because of acts done in the attempted performance in good faith of their duties as police officers on a tour of duty or acting in the course of their employment as a non-sworn employee, shall at the time, be indemnified for the necessary and reasonable costs incurred in the defense of such charges. Notwithstanding the above clause, the Board may refuse payment otherwise authorized where the actions of the member from which the charges arose amounted to a gross dereliction of duty or deliberate abuse of their powers as police officers or a non-sworn employee.
 - b) **Civil Action:** Where members are defendants in a civil action for damages because of acts done in the attempted performance in good faith of their duties as police officers, they shall be indemnified for the necessary and reasonable legal costs incurred in the defense of such an action.
 - c) **Coroner's Inquest:** Members whose conduct is called into question in the course of an inquiry under the Coroners Act because of acts done in the attempted performance in good faith of their duties as police officers shall be indemnified for the necessary and reasonable costs incurred in representing their interests in any such inquest.
 - d) **S.I.U. (Special Investigations Unit):** The Board recognizes the necessity of providing immediate legal advice to members of the Cobourg Police Service, who as a result of police duties, may be directly or indirectly involved in an occurrence investigation under the provisions of Part VII of the Police Service Act. The Board agrees that legal counsel, as

approved by the Board, shall be provided at the Board's expense for the initial interview. Further legal counsel shall be provided at the sole discretion of the Board.

26.02 For greater certainty, a member shall not be indemnified for legal costs arising from:

- a) Grievances or complaints under the Collective Agreement between the Board and the Senior Officers Association or under the Act.
- b) The actions or omissions of members acting in their capacity as private citizens.
- c) Subject to discipline charges under the Act and regulations hereunder.

26.03 For the purpose of legal indemnification under this Agreement, "reasonable legal costs" shall be based upon the account rendered by the counsel performing the work. The account shall be subject initially to the approval of the Board and, in the case of a dispute between the counsel rendering the account and doing the work for the Board, the account shall be paid after it has been assessed on a solicitor and client basis by an assessment officer of the Ontario Superior Court of Justice.

26.04 The Board shall choose the counsel to represent any member so affected in consultation with representative of the Senior Officers Association.

26.05 When a member intends to apply to the Board for indemnification hereunder, the member shall, within thirty days of being charged or receiving notice of other legal proceedings covered herein, apply in writing to the Chief of Police or his designate to deal with the application for approval to retain counsel.

26.06 The Board shall provide funds to a member who is eligible for legal indemnification under this Agreement for a reasonable retainer and for interim payments of legal costs as reasonably requested by the member's counsel, upon application by the member which application may be made on the following basis:

- a) It appears that the member is entitled to indemnification of the costs for legal counsel arising under this Agreement, and in the case of a criminal charge where the actions of the member in connection with the criminal charge appear to be consistent with the attempted performance in good faith of his/her duties as a police officer or non-sworn employee.
- b) The funds applied for do not exceed the greater of \$2,000.00 or 50% of reasonable legal costs, and in the event of dispute, shall be determined by the Board. If the interim legal costs increase over time, the member may apply for additional funds within the terms of this Agreement.
- c) The member shall undertake to indemnify the Board for such funds if the member is not entitled to indemnification in accordance with this Agreement.

ARTICLE 27 – DISCIPLINARY ACTION

27.01 All matters relating to a member respecting disciplinary matters or commendations will be brought to the member's attention. As soon as possible an official entry will be made in the member's personnel file and initialed by the member if the entry refers to a disciplinary action.

27.02 Each member shall be entitled to review his/her personnel file with the Chief of Police or his/her designate upon reasonable notice once each calendar year.

27.03 All disciplinary matters placed in a member's personnel file shall be removed from the file and destroyed when the member has completed two (2) consecutive years without any new disciplinary matters being noted.

ARTICLE 28 – DEDUCTION OF UNION DUES

28.01 The Board will deduct the regular monthly Cobourg Police Senior Officers Association dues from the pay of each member who authorizes such deduction in writing. Amounts so deducted will be forwarded to the Treasurer of the Cobourg Police Senior Officers Association.

28.02 Authorization for deduction of the Association dues shall be made on copies of the following form:

<p>"Authorization for Deduction of Association Dues"</p> <p>I,, hereby authorize the Cobourg Police Services Board to deduct from the pay due me each calendar month the sum of the monthly dues as certified by the Association and to pay the said sum to the Treasurer of the said Association.</p> <p>Date: Signed:</p>
--

ARTICLE 29 – GRIEVANCE PROCEDURE

29.01 A grievance herein shall mean a difference between the Board and the Association, or the Board and the member, arising from the interpretation, application, administration or alleged violation of the Agreement.

- (a) If a member has a complaint, the member will first take the complaint up orally with his/her superior officer and, within twenty-four (24) hours of lodging the complaint, notify at least one member of the executive of the Association. After considering the complaint, the superior officer will reply to the member within one week of the complaint first being presented.
- (b) If the reply of the superior officer is not satisfactory, the Association shall, within one (1) week of the superior officer's reply, or if no reply is given within one week, file the grievance in writing with the Chief of Police or designate. Within one (1) week of the receipt of the written grievance, the Chief of Police or designate will meet with the appointed representatives of the Association to discuss the grievance. Within one (1) week of the meeting, a written reply to the grievance will be given to the Association by the Chief of Police or designate.
- (c) If the Association has a complaint other than a member complaint, it shall file with the Chief of Police or designate the grievance in writing within two (2) weeks of the occurrence giving rise to the grievance coming to the attention of the Association. Within one (1) week of the receipt of the written grievance, the Chief of Police or designate will meet with the appointed representatives of the Association to discuss the grievance. Within one (1) week of the meeting, a written reply to the grievance will be given to the Association by the Chief of Police or designate.
- (d) If the Reply of the Chief of Police or designate to either a member's complaint or an Association complaint is not satisfactory, the Association shall, within one (1) week of the receipt of the Chief of Police or designator's reply, or if no reply is given within one week, submit the written grievance to the Board's designate committee. Within thirty (30) days of receipt of the written grievance, the Board's designated committee will meet with the appointed representatives of the Association to discuss the grievance. Within one (1) week of the meeting, a written reply to the grievance will be given to the Association by the Board's designated committee.

- (e) Any grievance which is not settled after completing the procedure set out above may be referred to arbitration in accordance with the *Police Services Act*.

ARTICLE 30 – MEMBERSHIP AND PARTICIPATION IN PROFESSIONAL ASSOCIATIONS

30.01 The Board will pay the annual fees due for any association membership approved by the Chief of Police.

ARTICLE 31 – COPIES OF AGREEMENT

31.01 A scanned signed copy of the collective agreement will be provided on the intranet.

ARTICLE 32 – DURATION

32.01 The terms and conditions of this agreement shall remain in full force and effect from January 1, 2012 to December 31, 2014 inclusive and from year to year thereafter until replaced or terminated as hereinafter provided.

32.02 If either party to this agreement shall desire to terminate this agreement or to amend any article or section of this agreement, they shall so indicate to the other party in writing not more than ninety (90) days previous to the expiry date of this agreement.

32.03 Within fifteen (15) days of service of such notice and in no case less than thirty (30) days prior to the expiry date of this agreement, each party shall provide to the other party a list of the changes it requires to this agreement.

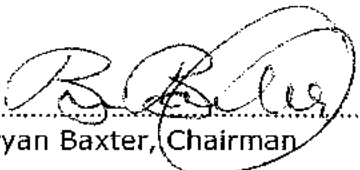
ARTICLE 33 – DISBANDMENT OR AMALGAMATION

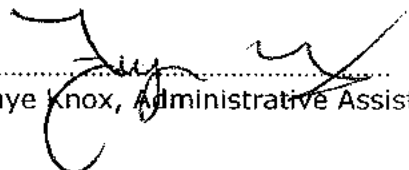
33.01 In the event that the Town of Cobourg receives permission to disband the Cobourg Police Service and contracts policing to another police service or amalgamates with another police service, said disbandment or amalgamation shall not occur unless all members of the Senior Officers Association are offered the same or similar employment with the new police service. Said employment is to be at the same or higher rank or level without loss of seniority and with an equivalent or improved salary and benefits package as currently enjoyed with the Cobourg Police Service.

SIGNATURES

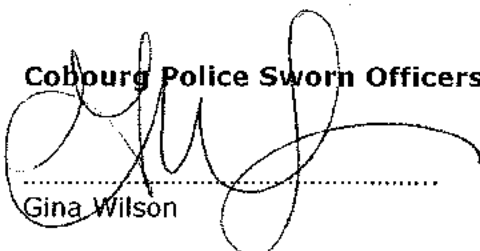
Signed this 28th day of JUNE 2012 in the Town of Cobourg.

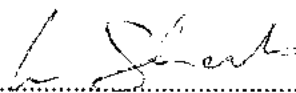
Cobourg Police Services Board


.....
Bryan Baxter, Chairman


.....
Faye Knox, Administrative Assistant

Cobourg Police Sworn Officers Association


.....
Gina Wilson


.....
Lynne Shells

APPENDIX 'A'

ANNUAL SALARY RATES

Inspector

140% of highest constable rate including Responsibility Pay as outlined in the Cobourg Police Association Uniform Collective Agreement, *Article 14.02 (a)*

Business Services

Manager*

	Jan 1, 2012 (\$1,000 + 1.5%)	Jul. 1, 2012 (1.5%)	Jan 1, 2013 (\$1,000 + 1.5%)	Jul. 1, 2013 (1.5%)	Jan 1, 2014 (\$1,000 + 1.5%)	Jul 1, 2014 (1.5%)
Level 1 (100%)	\$69,173.00	\$70,210.00	\$72,278.00	\$73,363.00	\$75,478.00	\$76,610.00
Level 2 (95%)	\$65,714.35	\$66,699.50	\$68,664.10	\$69,694.85	\$71,704.10	\$72,779.50
Level 3 (90%)	\$62,255.70	\$63,189.00	\$65,050.20	\$66,026.70	\$67,930.20	\$68,949.00
Level 4 (85%)	\$58,797.05	\$59,678.50	\$61,436.30	\$62,358.55	\$64,156.30	\$65,118.50
Probationary (80%)	\$55,338.40	\$56,168.00	\$57,822.40	\$58,690.40	\$60,382.40	\$61,288.00

(*Business Service Manager's classification & rates apply for the duration of the Criminal Records Check Service)

Executive Assistant

	Jan 1, 2012 (1.5%)	Jul. 1, 2012 (1.5%)	Jan 1, 2013 (1.5%)	Jul. 1, 2013 (1.5%)	Jan 1, 2014 (1.5%)	Jul 1, 2014 (1.5%)
Level 1 (100%)	\$68,164.85	\$69,187.32	\$70,225.13	\$71,278.50	\$72,347.68	\$73,432.90
Level 2 (95%)	\$64,756.61	\$65,727.95	\$66,713.87	\$67,714.59	\$68,730.31	\$69,761.26
Level 3 (90%)	\$61,348.37	\$62,268.59	\$63,202.62	\$64,150.66	\$65,112.92	\$66,089.61
Level 4 (85%)	\$57,940.12	\$58,809.22	\$59,691.36	\$60,586.73	\$61,495.53	\$62,417.97
Probationary (80%)	\$54,531.88	\$55,349.86	\$56,180.10	\$57,022.81	\$57,878.15	\$58,746.32

Finance / Budget Coordinator

	Jan 1, 2012 (\$800 + 1.5%)	Jul. 1, 2012 (1.5%)	Jan 1, 2013 (\$800 + 1.5%)	Jul. 1, 2013 (1.5%)	Jan 1, 2014 (\$800 + 1.5%)	Jul 1, 2014 (1.5%)
Level 1 (100%)	\$56,315.00	\$57,160.00	\$58,830.00	\$59,712.00	\$61,420.00	\$62,341.00
Level 2 (95%)	\$53,499.25	\$54,302.00	\$55,888.50	\$56,726.40	\$58,349.00	\$59,223.95
Level 3 (90%)	\$50,683.50	\$51,444.00	\$52,947.00	\$53,740.80	\$52,514.10	\$56,106.90
Level 4 (85%)	\$47,867.75	\$48,586.00	\$50,005.50	\$50,755.20	\$52,207.00	\$44,489.85
Probationary (80%)	\$45,052.00	\$45,728.00	\$47,064.00	\$47,769.60	\$49,136.00	\$49,872.80

Administrative Assistant

	Jan 1, 2012 (1.5%)	Jul. 1, 2012 (1.5%)	Jan 1, 2013 (1.5%)	Jul. 1, 2013 (1.5%)	Jan 1, 2014 (1.5%)	Jul 1, 2014 (1.5%)
Level 1 (100%)	22.8690	23.2120	23.5602	23.9136	24.2723	24.6364
Level 2 (95%)	21.7815	22.1082	22.4398	22.7764	23.1180	23.4648
Level 3 (90%)	20.7358	21.0469	21.3626	21.6829	22.0082	22.3383
Level 4 (85%)	19.7529	20.0492	20.3499	20.6551	20.9649	21.2794
Probationary (80%)	18.8118	19.0939	19.3803	19.6710	19.9661	20.2656

Part Time Members

Part time salary rates for non-sworn members shall be eighty percent (80%) of the Full time salary rates.

APPENDIX 'B'

MEDICAL FORM

Attached....

COBOURG POLICE SERVICES MEDICAL CERTIFICATE

Initial
 Reassessment

~~Section A: Absence form (to be completed by Member)~~

Surname:		First Name:	Badge Number:
Home Address			Postal Code
Date of Injury/Illness D M Y	Job Title at Time of Injury/Illness		
Platoon	Nature of Injury/Illness <input type="checkbox"/> Work Related Injury <input type="checkbox"/> Off Duty Injury <input type="checkbox"/> Illness <input type="checkbox"/> Pregnancy		
Name of Health Care Practitioner _____			
Dates Seen by Health Care Practitioner (yyyy/mm/dd) _____			
Is the Employee following prescribed medical treatment? <input type="checkbox"/> Y <input type="checkbox"/> N			
Section B: Unable to return to work immediately and returned to Member			
Ability to Return to Work (check only one)			
<input type="checkbox"/> Able to Return to Work Immediately Without Restrictions <input type="checkbox"/> <i>Able to Return to Modified Duties (accommodating treatment schedules if necessary)</i> <input type="checkbox"/> Unable to Participate in any Work, Including Modified Duties for ___ Days or ___ Weeks/ _____ Specific Date			
If the employee is not capable of returning to work immediately, how long is the absence expected to last?			
Section C: If Modified Duties are required please check any Specific Medical Restrictions Necessary			
LIFTING (floor to knuckle)	<input type="checkbox"/> No loads > 20kg	<input type="checkbox"/> No Loads > 10kg	<input type="checkbox"/> Occasional Lifting Only
LIFTING (knuckle to floor)	<input type="checkbox"/> Occasional Lifting Only	<input type="checkbox"/> No loads > 20kg	<input type="checkbox"/> No Loads > 10kg
LIFTING (above chest)	<input type="checkbox"/> No loads > 20kg	<input type="checkbox"/> No Loads > 10kg	<input type="checkbox"/> Occasional Lifting Only
CARRYING	<input type="checkbox"/> No loads > 20kg	<input type="checkbox"/> No Loads > 10kg	<input type="checkbox"/> Occasional Carrying Only
PUSHING/PULLING	<input type="checkbox"/> No Heavy Pushing/Pulling	<input type="checkbox"/> Occasional Pushing/Pulling	<input type="checkbox"/> Avoid Pushing/Pulling
HAND FUNCTION	<input type="checkbox"/> Avoid Repetitive Hand Motion	<input type="checkbox"/> No Strong Gripping	<input type="checkbox"/> Avoid Gripping
REACHING	<input type="checkbox"/> No Prolonged Overhead Reaching	<input type="checkbox"/> No Overhead Reaching	<input type="checkbox"/> Avoid Any Reaching
SITTING	<input type="checkbox"/> No Prolonged Sitting		
STANDING	<input type="checkbox"/> No Prolonged Standing	<input type="checkbox"/> Avoid Standing	
WALKING	<input type="checkbox"/> No Prolonged Walking	<input type="checkbox"/> Avoid Uneven Ground	<input type="checkbox"/> Avoid Walking
CLIMBING (stairs/ladders)	<input type="checkbox"/> Occasional Climbing Only	<input type="checkbox"/> No Ladder Climbing	
BENDING	<input type="checkbox"/> No Prolonged Bending	<input type="checkbox"/> Occasional Bending Only	<input type="checkbox"/> Avoid Bending
CROUCHING/KNEELING	<input type="checkbox"/> No Prolonged Crouching/Kneeling	<input type="checkbox"/> Occasional Crouching/ Kneeling	<input type="checkbox"/> Avoid Crouching
Comments/Specific Limitations: Please describe any additional related medical restrictions pertaining to - effects of medication, driving vehicles or operating equipment, physical exertion, vibration, work environment (NO TREATMENT OF DIAGNOSIS)			
Health Professional's Name and Title:			
Address:	Postal Code:	Telephone #:	Date:
Signature:			

APPENDIX C

The following Articles of the Collective Agreement shall not apply to regular and casual part-time members:

Article 7 – Hours of Employment

Article 10 – Acting pay

Article 12 – Vacations

Article 15 – Maternity/Parental Leave

Article 18 – Health and Insurance Benefits

Article 19 – Disability Income Benefits