

**AGREEMENT** made in duplicate this 29th day of August, 1997.

**BETWEEN**

THE PETERBOROUGH POLICE SERVICES BOARD

hereinafter called the BOARD of the FIRST PART

**AND**

THE PETERBOROUGH POLICE ASSOCIATION

hereinafter called the ASSOCIATION of the SECOND PART

WHEREAS the parties hereto have agreed to enter into these presents for the purpose of defining, determining and providing for remuneration, pensions, sick leave credit gratuities, grievance procedures and working conditions other than those governed by regulations made pursuant to the Police Services Act.

**NOW THEREFORE THIS AGREEMENT WITNESSETH:**

**ARTICLE 1 - Coverage**

This Agreement shall apply to all Sworn Members of the Peterborough Community Police Service excepting the Chief of Police, the Deputy Chief of Police, Members of the Peterborough Community Police Service Senior Officers Association and those Members covered by the Civilian Agreement and is made pursuant to the Police Services Act of Ontario.

**ARTICLE 2 - Bargaining and Management Rights**

- 2.1
- (a) The Board hereby recognizes the Association as the sole collective bargaining agency for the members of the Service coming within the coverage of this agreement.
  - (b) The Board agrees that there will be no discrimination, interference, restraint, or coercion exercised or practised by the Board or by any of its representatives with respect to any member of the Service because of their membership in connection with the Association and that membership in the Association by members of the Service who are eligible to join will not be discouraged.
  - (c) The Association agrees that there will be no intimidation, interference, or coercion exercised or practised upon members of the Service by any of its members or representatives.
  - (d) The Board agrees to authorize a deduction for Association dues from the pay of every member 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 such deductions are made provided that the member signs and delivers an authorization to the City Treasurer so to do.
  - (c) The Association agrees that there will be no intimidation, interference, or coercion

exercised or practised upon members of the Service by any of its members or representatives.

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- (d) The Board agrees to authorize a deduction for Association dues from the pay of every member 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 such deductions are made provided that the member signs and delivers an authorization to the City Treasurer so to do.

### 2.2 Management Rights

The Association and its members acknowledge that it is the exclusive function of the Board to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire;
- (c) Discharge, direct, classify, transfer, promote, demote, layoff and suspend, or otherwise discipline employees providing that a claim of discriminatory promotion or demotion, or a claim that an employee has been discharged or disciplined without just cause may be subject to a grievance and dealt with in accordance with the grievance procedure;
- (d) Make and alter, from time to time, rules and regulations to be observed by the employee, provided they are not inconsistent with the provisions of this Agreement.

### 2.3 No Discrimination

The parties agree to abide by the prohibitions against discriminating as outlined in the Ontario Human Rights Code.

## **ARTICLE 3 - Hours of Work**

- (a) Hours of work shall be forty (40) hours per week. Members may be required to work other shift schedules, but only after consultation between the Chief and/or designate and a committee of the Association.
- (b) Members are entitled to a one (1) hour lunch period during their tour of duty.
- (c) First Class Members, who are assigned to carry out the duties of a supervisor, shall, after completing one (1) full tour of duty, claim one-half (½) hour at straight time for each full tour so worked.
- (d) After three months of continuous service as a plainclothes constable in the Criminal Investigation Division, or as an Identification Officer, or as the Police Court Co-ordinator members shall be paid at 106% of the First Class Constables salary. Members who are so reassigned within twelve months of successfully completing a term therein shall receive 106% of the First Class Constables salary for the entire term of the reassignment.

- (e) The duration of a work day for members in attendance at an assigned course or seminar shall not be as set out in Article 3(a) but shall be the actual hours scheduled by the course coordinator; i.e. The Ontario Police College, The Canadian Police College, The Centre of Forensic Sciences, etc.

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- (f) The Board shall pay a premium of \$250.00 to members for the coaching of each recruit. Where the Coaching of a recruit is completed by more than one member, the Chief shall divide the premium as he feels appropriate.

#### **ARTICLE 4 - Leave of Absence for Association Business**

- (a) Forty (40) days leave of absence with pay will be granted those members required to carry out official Association business each year.
- (b) The granting of time to meet the requirements of Article 4(a) shall only be with the approval of the Chief of Police.

#### **ARTICLE 5 - Extra Duty Assignments**

The Association shall have the right to establish the rates of pay which will apply from time to time for extra duty assignments.

Extra Duty Assignments shall be defined as service provided by members of the Association outside their regular duty hours as assigned by the Chief of Police.

#### **ARTICLE 6 - Civilian/Police Seniority**

Members who join as a civilian member of this Service and who subsequently become a sworn member, without a break in service, shall have their seniority counted from the date of their first employment as a civilian member, as it applies to annual vacation only.

#### **ARTICLE 7 - Promotion and Seniority**

- (a) All promotions shall be governed by ability, fitness and efficiency, provided that where these are equal, seniority of service shall govern.
- (b) All members holding a similar rank shall be ranked for purposes of seniority according to the number of years they have continuously served as members of the Service in that rank.
- (c) For the purposes of Vacation Entitlement, Service Pay and Promotion, service will be the total of all service with this Police Service and with other Police Services as governed by the Police Services Act or Equivalent, as a Police Officer. Where service with two or more Services is broken by more than twenty-four (24) consecutive months, only the service with the Peterborough Community Police Service shall be taken into account. For the purposes of placement on Holiday Signing Lists, only service with the Peterborough Community Police Service will be used.

#### **ARTICLE 8 - Clothing and Equipment**

The Board shall supply each uniform member with such clothing and equipment as are deemed necessary for the performance of duty.

### **ARTICLE 9 - Clothing Allowance**

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- (a) Members regularly assigned to perform their duties in plainclothes shall receive clothing allowance of \$850.00 per year, to be paid quarterly.
- (b) When Members referred to in 9(a) are absent twenty (20) consecutive working days due to either illness or workers compensation, payment of clothing allowance shall be suspended thereafter until they return to their active duty assignments.
- (c) The Board will pay for cleaning of forty-eight (48) items of uniform or plainclothes, as the case may be, for each member, each year, exclusive of winter coats or top coats. The Board will also pay for cleaning resulting from mishaps experienced in the line of duty.
- (d) The Board will pay for cleaning of winter coats or top coats twice a year for each member.
- (e) Members temporarily assigned to perform their duties in plainclothes shall receive a clothing allowance of \$70.83 per month, pro rated at \$3.27 per day to a maximum of \$70.83 for any given month during such assignment, such allowance shall not exceed \$850.00 in any calendar year and to be paid quarterly.

### **ARTICLE 10 - PENSION PLAN**

The members of the Service will continue to participate in the "OMERS Plan" on the same terms and to the same extent as employees of the Corporation of the City of Peterborough and further the Corporation of the City of Peterborough will provide for employee(s) covered by the current collective agreement between the Peterborough Police Services Board and the Peterborough Police Association the following: TYPE 1 OMERS Supplementary Pension Agreement. This agreement will provide for increasing a members basic pension for service prior to January 1, 1964 to 2% of the members best sixty (60) consecutive months average earnings prior to their retirement, reduced by 0.7% of the lesser of such average earnings or the Year's maximum allowable pensionable earnings under the Canada Pension Plan, for each year of credited service. Credited service on this basis will be years of service with the employer prior to their retirement and before and after enrolment of the member in OMERS, but not to exceed thirty-five (35) years.

The Board shall provide:

- (1) An OMERS Type III Early Retirement Pension to permit early retirement without actuarial reduction in benefits within ten (10) years prior to a member's normal retirement date, when; (a) The member is declared by the employer to be unable to perform the duties of employment due to mental or physical incapacity (partial disability), or, (b) The member has completed thirty years of service with the employer.
- (2) That all past service costs be paid by the Board.

The Board and the members shall share the cost of the Basic and Supplementary Pension

Plans and the integrated Canada Pension Plan provided that the total contribution rate for members shall not exceed nine percent (9%) of their pensionable earnings.

#### **ARTICLE 11 - Overtime and Meal Allowance**

- (a) Overtime shall be deemed to be any time spent in the service of the Service in excess of members' normal tours of duty exclusive of court time.
- (b) When members are required to be on duty for any period in excess of one-quarter ( $\frac{1}{4}$ ) hour after their normal tour of duty they shall be credited with one-quarter ( $\frac{1}{4}$ ) hour of overtime for the next following one-quarter ( $\frac{1}{4}$ ) hour and if overtime continues in excess of one-half ( $\frac{1}{2}$ ) hour beyond their normal tour of duty such overtime shall be calculated from the end of their normal tour of duty.
- (c) All time worked over members' regular tours of duty shall accumulate in the members' overtime bank at one and one-half ( $1\frac{1}{2}$ ) times the hours worked.
- (d) Members who complete their shift without being required to continue to work and who are thereafter recalled to duty during off-duty hours shall be credited with a minimum of four (4) hours for the first hour or any part thereof of the call-out. Overtime rates shall apply to all time worked over the first hour.
  - (i) members called in four (4) hours or earlier before the start of a shift shall be paid call out under clause (d) of this article, until the proper commencement time of their shift.

"Call Out" is defined as being additional duty served outside a normal shift and is not contiguous to it.

- (e) Members of the Service who are called for duty during the period of annual leave, statutory leave or contiguous rest days shall be entitled for each such call out an allowance of twenty (20) extra hours pay. This allowance shall be in addition to any other compensation received for the hours worked during the call out, provided that the annual or statutory leave was signed for during the annual circulation of the Service holiday list.
- (f) Lieu time shall be granted at the discretion of the Chief of Police and any accumulated overtime hours standing to the credit of members as of the last day of April and last day of October in each year shall be paid for at one and one-half ( $1\frac{1}{2}$ ) times the prevailing rate of pay in the months of May and November respectively. Once during each overtime period members may request pay-out of overtime credits. Members shall submit such requests, in writing, at least fourteen (14) days prior to the pay day they wish to receive the payment on. Overtime shall be paid out to members at the time of any reclassification.
- (g) When members are required to be on duty three (3) consecutive hours beyond the end of their normal tour of duty a Meal Allowance, not to exceed \$10.00, shall be allowed. A Meal Allowance, not to exceed \$10.00, shall be provided for each additional four (4)

hours.

- (h) Members assigned to the Community Patrol Division and who work shifts shall receive a shift premium of \$250.00 per year. Members assigned to Criminal Investigation, Operational Services, Administrative Services and who work shifts shall receive a shift premium of \$115.00 per year. Members who do not work the full year on the assigned shift shall have their shift premium prorated at \$1.58 for each afternoon shift worked and \$3.43 for each midnight shift worked, as defined by the Thirty-Five Day Shift Schedule. Shift premiums shall not be prorated for members on sick leave unless the member is absent for more than seventeen (17) consecutive weeks. Such payments to be made during November each year.

#### **ARTICLE 12 - Service Pay**

- (a) Members with five (5) years of continuous service shall be paid an extra eighty dollars (\$80.00) per year as service pay. Service pay shall increase at the rate of eighty dollars (\$80.00) per year for additional five (5) years of continuous service.
- (b) In the event of a member's death the Board agrees to pay to the estate of the member, an amount equal to the proportion of service pay entitlement for that year.

#### **ARTICLE 13 - Time Allowance for Court Attendance**

- (a) Court time shall be defined as time required to be in court during off-duty hours as a result of service to the Service as a police officer but shall not include time spent in litigation for personal reasons or when the member is a charged person appearing for a hearing under the provisions of the Police Services Act of Ontario and the Regulations Thereto.
- (b) Members of the Service who are required to attend Court during off-duty time as a witness whether in criminal court during the prosecution of any offence under a statute or by-law, in civil court where the member is subpoenaed or at a Coroner's Inquest shall be entitled for each days' attendance, a minimum allowance of six (6) hours at straight time for each attendance at the morning session  
which shall commence at the time listed on the court list and end at 12:59 hours and at the afternoon session which shall commence at 13:00 hours and end at 17:00 hours. Overtime shall accumulate at time and one half after 17:00 hours. The off-duty time shall be accumulated and the member shall be paid therefore at their regular rate of pay calculated on the last day of April and the last day of October in each year and paid within thirty (30) days thereafter.
- (c) Members of the Service who are required to attend court during their annual leave, statutory leave or contiguous rest days shall be entitled for each day's attendance or part thereof an allowance of twenty (20) extra hours pay, provided that the annual or statutory leave was signed for during the annual circulation of the Service holiday list. This allowance shall be in addition to any other compensation received for the hours worked during the call out, provided that the annual or statutory leave was signed for during the annual circulation of the Service holiday list. Where court is cancelled after 10:00a.m. of the day preceding the required day of attendance as noted above, the member shall remain entitled to the receipt of the twenty (20) hours court payment.
- (d) Members off-duty on Workers' Compensation benefits will not receive off-duty court time credits.

- (e) Continuous court duty beyond the termination of a shift, while on the day shift shall be recorded as overtime.

## **ARTICLE 14 - Adjustment of Grievances**

### **GRIEVANCE PROCEDURE**

Where a difference arises between the parties concerned relative to any matter contained in this agreement, its interpretation, application or administration, the following procedure shall apply:

A grievance shall be instituted no later than twenty-one (21) days after the occurrence and shall be submitted in writing, setting out the full particulars of the event and the Article(s) of the agreement in question, at all steps of the grievance procedure.

#### **Informal Resolution**

At any time prior to the implementation of Step 2, the Association President and/or Grievance Director are entitled to meet with the Chief of Police or designate to discuss the matter and attempt to reach a satisfactory settlement.

#### **Step 1**

When members of the service consider they have a grievance they may, with or without the assistance of their association representative, take the matter up with the supervisor responsible for the occurrence/event, who shall issue a written reply within five (5) working days.

#### **Step 2**

If a satisfactory settlement is not reached at Step 1 members may within a period of fourteen (14) days, and with the assistance of their Association representative submit their grievance in writing to Step 1 Supervisor's Divisional Commander, and be granted the opportunity of an interview with said Divisional Commander. The Divisional Commander will reply to the grievance in writing within fourteen (14) days.

#### **Step 3**

If members are not satisfied with the decision of the Divisional Commander, they may report the matter to their Association Representative who may take the matter up with the Chief of Police or Designate within fifteen days following the decision of the Divisional Commander. The Association shall be granted the opportunity of an interview with the Chief of Police or designate, who shall then reply to the grievance within fourteen (14) days.

#### **Step 4**

If the Association Representatives are not satisfied with the decision of the Chief of Police or designate, they may take the matter up with the Board, within fifteen (15) days following the reply of the Chief of Police or Designate. The Board shall issue a written decision within 30 days, if a satisfactory

settlement is not reached.

### **ARTICLE 15 - Hospital and Medical Care**

The Board will pay 100% of the costs of the following benefit plans (single or family) in accordance with the terms and conditions of the carrier:

- (a) Ontario Health Insurance Plan.
- (b)
  - (1) Life Insurance coverage at two (2) times the members annual salary.
  - (2) Double Indemnity Coverage, if loss of life occurs during, or is related to a mishap while performing the duties of a Police Officer.
  - (3) Accidental Death and/or Dismemberment Coverage.
- (c) Extended Health Care \$10/\$20 deductible including vision care coverage at \$200.00 for each twenty-four (24) month period.
- (d) Blue Cross Dental Plan #9. Such payment of premiums as based upon the Ontario Dental Fee Schedule for one year prior to the current year.
- (e) Rider #3 to Blue Cross Dental Plan #9 (Orthodontics) being shared risk on a fifty percent (50%) basis to a maximum of \$2,000.00 life time. Such payment of premiums as based upon the Ontario Dental Fee Schedule for one year prior to the current year.
- (f) Members who retire on Ontario Municipal Employee Retirement scheme pension provided for under this agreement will continue to receive the benefits of Article 15(a) Ontario Health Insurance Plan and Article 15(c) Extended Health Care \$10/\$20 deductible, to age sixty-five (65) years. Members retiring after January 1st, 1989 shall continue to receive the benefits of Article 15(d), to age sixty-five (65) years. Members retiring after October 26, 1992 shall continue to receive the vision care benefits as outlined in Article 15(c).
- (g) Spouses and Dependant Children of members and/or retired members who pass away prior to age 65, shall continue to be eligible to receive the benefits of clause (a), (c) and (d) of this Article for one (1) year after the date of the death, except where the member is killed on or related to duty.

### **ARTICLE 16 - Vacation and Statutory Holidays**

Members of the Service with:

- (a) Less than one full year of continuous service by December 31st of a given year shall be paid four percent (4%) of their current annual earnings in lieu of vacation. Members at their option may take vacation time in lieu of payment.
- (b) One year but less than five years of service - 80 hours of vacation with pay.
- (c) Five years but less than ten years of service - 120 hours of vacation with pay.



- (d) Ten years of service but less than fifteen years of service - 160 hours of vacation with pay.
- (e) Fifteen years of service but less than twenty years of service - 200 hours of vacation with pay.
- (f) Twenty years of service - 240 hours of vacation with pay.
- (g) The third, fourth, fifth and sixth weeks may be taken at another time at the member's option and subject to the approval of the Chief of Police.
- (h) Members entitled to three weeks vacation or more shall receive 120 hours consecutively.
- (i) Members shall be required to attend four (4), ten (10) hour training days each year. In lieu thereof members shall receive forty (40) hours annual leave.

These training days will be scheduled for each platoon on the Wednesday following the four (4) day, 8:00a.m. to 6:00p.m. shift.

- (j) Members of the Service eligible for vacation with pay shall receive 88 hours additional vacation in lieu of statutory holidays, such statutory holidays being named as follows:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day or Empire Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	

plus any other working day declared by the Mayor and Council as a statutory holiday. 40 of these hours in lieu of statutory holidays shall be taken consecutively along with their regular days off during that period set out in Clause 16(1) below.

Effective January 1st, 1990, members who regularly work Monday to Friday shall take their Statutory Holidays as they fall unless otherwise directed by the Chief of Police. Other Members shall sign their Statutory Holidays on the Service Holiday List but may bank up to forty-eight (48) hours. Banked hours shall be granted as lieu time at the discretion of the Chief of Police subject to clause (m) below.

Members required to take their Statutory Holidays as they fall and who are otherwise required to work on a statutory holiday shall be compensated at the rate of double time for the hours worked and paid at straight time, or such hours may be accumulated and taken off.

Effective January 1, 1992, members required to work on a Statutory Holiday shall be compensated at the rate of one and one-half (1½) times their regular straight time hourly rate of pay for each hour so worked on the Statutory Holiday. Members working overtime on a Statutory Holiday shall be paid at two (2) times their hourly rate for said hours. Credits earned under this clause may be placed in their overtime bank or be paid for by submitting the Statutory Holiday Pay Claim Form.

- (k) Vacations must be taken in the calendar year in which they fall due unless otherwise approved by the Board or Chief of Police.

- (l) In special circumstances members are entitled to make requests to the Chief of Police to take holidays other than as provided on the Service holiday list. All such requests are subject to the approval of the Chief of Police.
- (m) Members shall be required to take all banked statutory holidays in the year in which they fall, other than twenty (20) hours which may be taken in the following year prior to March 31st of that year provided that they were not taken due to staff shortages.

#### **ARTICLE 17 - Sick Leave and Absence**

- (a) By-Law 1988-252, entitled "A By-Law to establish an alternative salary protection plan for various employees of the Corporation of the City of Peterborough" shall be considered as being incorporated into this Agreement and forming a part thereof, such by-law being attached to this Agreement as Appendix One (1). This provision shall remain in effect up to and until such time as the parties hereto agree upon any amendments made to the by-law. Until such time as the parties to the Agreement incorporate such amendments into this or any subsequent agreement, this provision shall not lapse with the termination of this Agreement, but shall remain in full force until it has been replaced by subsequent mutual agreement of the parties. In the event that the Corporation of the City of Peterborough enacts further amendments to the said by-law 1988-252, such amendments shall not be incorporated into this Agreement but may be evaluated by the parties hereto during the course of further negotiations.
- (b) The estates of members who are killed in the performance of their duty, or who die as the direct result of an injury received while on duty, shall be paid for the annual vacation with pay and statutory holidays standing to the credit of the member at the time of their death. the estates of members who die from any cause shall be paid that portion of their sick leave provided in the City of Peterborough By-Law covering Sick Leave Allowances.
- (c) The estates of members who are killed in the performance of their duty, or who die as the direct result of an injury received while on duty, shall receive over a period of six (6) months dating from the date of death of such members, the regular salary which such deceased members would have received during a period of three (3) months if they had lived, such payments to be made at the regular pay period of the Police Force.
- (d) Members who suffer injuries which require them to be absent from their duties and who because of such injury comes under the provisions of the Workers' Compensation Act shall have their benefits under the Workers' Compensation Act supplemented by the Board as follows:
  - (i) Supplemental payments so that the combination of Workers' Compensation Payments and the supplemental payment, after tax, shall equal the regular wages, including statutory holidays and vacation pay, that they Members would have received had they been on duty, after tax.
  - (ii) Continued payment of the Board's share of the premiums for all benefit plans provided under the collective agreement.

- (iii) Where members are in receipt of benefits under Article 17(d) at a time when they would otherwise be scheduled for vacation, the Chief may, in his discretion, defer such vacation on request of the members until such time as the members return to duty.
- (iv) Subject to sub paragraph (iii), where members are in receipt of benefits under sub paragraph (i), in any year subsequent to the year in which the injury occurred and have, for that reason, been unable to take time off duty in respect of their entire annual leave such leave or portion thereof remaining will not be deferred, but will be satisfied by payment in accordance with sub paragraph (i), that is, that amount of money, after tax, as they would have received had they been on duty.

In this By-Law, references to the City in sections 3, 4, 6, 7 and 8, where it refers to Employer - Employee relationships, "City" shall mean "The Peterborough Police Services Board".  
Sick Leave credits shall be paid out in accordance with By-Law 1988-252 Appendix 1 and the existing sick leave plan will terminate May 1st, 1994.

#### ARTICLE 17.1 - EFFECT OF ABSENCE

Where any leave of absence without pay exceeds thirty continuous calendar days, the following shall apply:

- 1) The Board shall pay its share of the health and welfare benefit premiums for the member for the calendar month in which the leave commences.
- 2) If the leave exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the member, provided that the member pays the total cost of the premiums for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by (1).
- 3) Benefits will start to accrue from the date of return to work following such leave of absence.
- 4) The member's anniversary date for salary increases shall be adjusted by the period of time in excess of the first thirty (30) continuous calendar days leave of absence, and the new anniversary date shall prevail thereafter.
- 5) Seniority, service, sick leave entitlement, vacation credits or any other benefits under any provision of the collective agreement or elsewhere will not accumulate during such leave of absence, but will remain fixed at the amount held at the commencement of the leave, except as provided by the Employment Standards Act.
- 6) Notwithstanding the above, the Board shall continue to pay its share of the premium for the benefit plans for members who are on pregnancy/parental leave or Workers' Compensation. It is understood that the obligation of the Board to pay its share of the health and welfare benefits while a member is on Workers' Compensation shall continue only so long as the employment relationship continues or for twelve months, whichever occurs first, unless prohibited by legislation.

- 7) It is understood that a member who chooses to continue benefits shall provide the Board with payment for the amount required on or before the first day of the month in which the payment is due.

### **ARTICLE 18 - Bereavement Leave**

The following leave of absence is allowed in the event of a death in the member's family. Where leave is one day only, the member shall have the option of taking the leave on the day of the death, the day of the funeral, or any day in between. Where a member is entitled to three (3) days leave, the days shall be consecutive and may be taken anytime between and including the day of the death and the day of the funeral.

- (1) Member's spouse or son, daughter, father or mother, = five (5) days.
- (2) Member's sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren = three (3) days.
- (3) Member's aunts, uncles = one (1) day.

The Chief of Police may grant additional leave without pay for travel or other reasons upon the request of the member.

To qualify for leave under this article the relationships as set out above must be bonafide and exist at the time of the death.

### **ARTICLE 19 - Special Allowances for Courses and Seminar Attendance**

Fifty dollars (\$50.00) per week will be allowed members attending any course or seminar approved by the Chief of Police pro rated at ten dollars (\$10.00) per day over and above meal costs.

Understanding that members are responsible for their own transportation to and from courses of one weeks duration or longer, such members shall receive fifty-five (\$55.00) dollars per course, in addition to the above payments, for each course of one weeks duration or longer at the Canadian Police College or the Ontario Police College.

### **ARTICLE 20 - Pregnancy/Parental Leave**

- 1) Pregnancy/Parental Leave shall be granted in accordance with the Employment Standards Act (the Act), as amended by Bill 14. The following is intended to reflect the Act as amended. Where any conflict exists, the provision of Bill 14 shall prevail.
  - (a) In order to qualify for pregnancy and/or parental leave, a member must have completed at least thirteen (13) weeks of continuous service with the Police Services Board.
  - (b) A member subject to (a) above, shall be entitled to a pregnancy leave of up to seventeen (17) weeks duration.
  - (c) A member is entitled to such leave provided she makes a written application, accompanied

by a certificate from a qualified medical practitioner, attesting as to the expected delivery date, at least two (2) weeks prior to the commencement of such leave. Pregnancy leave may commence at any time within seventeen (17) weeks of the expected delivery date.

- (d) Where a medical emergency prevents the giving of two (2) weeks notice, the member may, nonetheless, commence her pregnancy leave provided however, that she provide, to the Chief, within two (2) weeks of the commencement of her leave a certificate from a duly qualified medical practitioner, attesting to the delivery date, or expected delivery date.
  - (e) A member, who qualifies under (a) above, may make application at any time prior to two (2) weeks before the termination of her pregnancy leave, for a parental leave of up to eighteen (18) weeks durations, commencing immediately upon the termination of her pregnancy leave.
  - (f) The total leave available under clauses (b) and (e) shall be thirty-five (35) weeks, ending no later than thirty-five (35) weeks after the birth of the child.
  - (g) A member, subject to (a) above, who comes into the care/control and custody of a child for the first time, or a member who is the parent of a child not entitled to pregnancy leave, shall be entitled upon giving at least two (2) weeks' written notice to up to eighteen (18) weeks of parental leave.
  - (h) Parental leave under (g) above may commence at anytime up to thirty-five (35) weeks after the birth of a child or the coming of a child into care/control and custody for the first time.
  - (i) Benefits, as prescribed in the Act, as well as seniority and service, shall continue to the benefit of an employee, on approved leave under (b), (e) and (g) above, providing that the employee indicates a desire to participate in such benefits and provided the employee continues to make all contributions required for the full period of the leave(s).
- 2) On confirmation by the Unemployment Insurance Commission of the appropriateness of the Employers Supplemental Unemployment Benefit (SUB) Plan, a member who is on pregnancy leave as provided under this collective agreement, and who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Sections 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefits, upon proof of receipt of such benefits to the Chief or his designate.

That benefit will be equivalent to the difference between eighty-five percent (85%) of the members regular weekly earnings and the sum of the members Unemployment Insurance Benefits and any other earnings the member may be in receipt of. Such payment shall commence following the

completion of the two (2) week Unemployment Insurance waiting period, and receipt by the Chief or his designate of proof that the member is in receipt of such benefits for a maximum period of fifteen (15) weeks.

The member does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration of severance pay benefits are not reduced or increased by payments received under the plan.

## **ARTICLE 21 - Legal Indemnification**

- (a) Subject to the other provisions of this Article, members charged with and finally acquitted of a criminal or statutory offence, because of acts done in the attempted performance in good faith of their duties, as police officers whether or not they were on a tour of duty at the time, shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges.
- (b) Notwithstanding clause (a), the Board may refuse payment otherwise authorized under clause (a) where the actions of officers from which charges arose amounted to a gross dereliction of duty or deliberate abuse of their powers as police officers.
- (c) 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 defence of such an action in the following circumstances only:
  - (i) Where the Chief of Police is not joined in the action as a party pursuant to section 24(1) of the Police Act, and the Chief of Police does not defend the action on behalf of himself/herself and of the member as joint tortfeasers at the Board's sole expenses.
  - (ii) Where the Chief of Police is joined as a party or elects to defend the action, but the solicitor retained on behalf of the Chief of Police and the member is of the view that it would be improper to act for both the Chief of Police and the member in that action.
- d) 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 legal costs incurred in representing their interests in any such inquest in the following circumstances only:
  - (i) Where the Chief of Police and/or the Board does not provide counsel to represent the member at the inquest at the Board's expense; or
  - (ii) where the counsel provided by the Chief of Police or the Board to represent either or both of them along with the member is of the opinion that it would be improper to act for both the Chief of Police or the Board and the member in that action.
- (e) Where members intend to apply to the Board for indemnification hereunder, the member shall, within thirty (30) days of being charged or receiving notice of other legal proceedings covered herein, or receiving notice that they will not be represented by counsel retained by the Chief of Police and/or the Board, apply in writing, setting out the clause under which indemnification is sought and setting out the members position in relation to the attempted performance in good faith of their duties as police officers whether or not they were on a tour of duty at the time, to the Chief of Police or to the officer designated by the Chief of Police to deal with such applications for approval to retain counsel and approval of the counsel to be so retained. In the event of any dispute concerning the counsel to be retained, the matter shall be resolved by an officer designated by the Chief and a member of the Association Executive designated for that purpose.
- (f) Where the Chief of Police, pursuant to Board policy, elects to provide legal counsel to defend members in any legal proceeding covered by this provision, the cost of such counsel is the Board's

responsibility irrespective of the outcome of the proceedings and neither the member nor the Board may rely upon the other provisions of this policy.

- (g) For greater certainty, members shall not be indemnified for legal costs arising from:
  - (i) grievances or complaints under the collective agreement between the Board and the Association or under the Police Services Act;
  - (ii) the actions or omissions of members acting in their capacity as private citizens;
  - (iii) subject to clause (f) discipline charges under the Police Services Act and regulations thereunder.
- (h) For the purposes of this provision, members shall not be deemed to be "finally acquitted" if as a result of charges laid they are subsequently found guilty of, or pleads guilty to, other charges arising out of the same incident or incidents, but nothing in this clause will disentitle the member to consideration under clause (b) hereof.
- (i) For the purposes of this provision, "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 Peterborough Solicitor and, in the case of dispute between the solicitor doing the work and the Peterborough Solicitor, taxation on a solicitor and client basis by the taxing officer.
- (j) Members who become a subject officer in a Special Investigations Unit investigation are entitled to, up to five thousand dollars (\$5,000.00) for the purposes of legal indemnification. Where the status of a member is in doubt, the Member may nonetheless apply to the Chief for indemnification up to the amount noted above. Where such an application is made, the Chief's discretion in the matter shall be final and not subject to review through any process. Notwithstanding the above, where a Member received indemnification, and is subsequently found guilty of a criminal offence, all monies provided under this clause may be recovered by the Police Services Board.

## **ARTICLE 22 - Salaries**

The Board agrees to pay salaries to the members in accordance with Appendix "2" hereto attached.

## **ARTICLE 23 - Term of Agreement**

The terms and conditions herein contained, shall remain in full force and effect for the period extending from date of ratification until December 31st, 1997 except as specifically noted herein and thereafter until replaced by a new agreement, decision or award. Either party may give notice in writing, to the other party at any time after ninety (90) days before December 31st, in any one year, that it desires to bargain for a new agreement or amendments to the existing agreement. Within fifteen (15) days from the service of such notice, each party shall provide to the other party a list of the changes to the agreement it desires.

The provisions of the Agreement will not apply to members who have resigned from the Service prior to the signing of a Memorandum of Agreement.

IN WITNESS THEREOF: The Board and the Members, as represented by the Association, have caused

this instrument to be executed by their proper respective officers hereunto duly authorized the day and year shown above.

THE PETERBOROUGH POLICE  
SERVICES BOARD

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Dianne Crawford, Chair

THE PETERBOROUGH POLICE ASSOCIATION

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G. Takacs, President

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M. Habgood, Chairman Bargaining Committee



## APPENDIX "2"

### 1996 and 1997 SALARY SCHEDULE:

The Salary for a First Class Constable shall be as per the below noted salary schedule.

<u>January 1, 1996</u>	<u>December 31, 1996</u>
\$50,541.00	\$51,365.00
<u>January 1, 1997</u>	<u>September 1, 1997</u>
\$52,330.00	\$52,582.00

The following formula will be used to calculate the salaries of all other ranks, by using the First Class Constable Rate as 100%.

Fourth Class Constable, Group II	- 60%
Fourth Class Constable, Group I	- 65%
Third Class Constable	- 80%
Second Class Constable	- 90%
First Class Constable	- 100%
Sergeant, Group Two	- 106%
Sergeant	- 112%
Staff Sergeant, Group Two	- 115%
Staff Sergeant	- 123%

The group two salaries for Sergeant and Staff Sergeant shall be for one year from the date the member is promoted to that rank by the Board.

Effective September 1, 1997, Members who qualify for the Senior Constable Premium shall receive 101.9% of the First Class rate. This premium shall not be paid to members receiving any other premium, except they may receive this premium and the Coach Officer Premium.

#### Senior Constable Premium Qualifications:

Members must have:

- (a) completed twelve (12) years of service, and be a First Class Constable:
  - (b) successfully completed their assignment as a Plainclothes Constable or as an Identification Officer. (This shall remain in effect only until the member is otherwise eligible to qualify for this premium. Should the member not so qualify the premium pay shall cease.)
- 2) Members must have completed the Ontario Police College Promotional Examinations for Constable to Sergeant and have attained 65% overall, with the Closed Book being valued at 100 and the Open Book at 50. Members must have met this qualifier within the 12 months preceding their 12th Anniversary, or any time thereafter. Thereafter, they must re-qualify every five years, within the 12 months preceding the 5th Anniversary of the previous qualification. Members who qualify or re-qualify after reaching their 21st Anniversary, shall remain qualified under this

qualifier #2.

- 3) Members must be free of discipline conviction under the Police Services Act, within the preceding 2 years, for which the confirmed penalty was forfeiture in excess of forty (40) hours pay or time off, or in excess of forty (40) or more hours suspension without pay. Where a member is already qualified under this section, and is to be disciplined, such member shall be disqualified for the two year period commencing with the date of conviction.