

**AGREEMENT** made in duplicate this **27<sup>th</sup>** day of **November 2009**.

**BETWEEN**

THE PETERBOROUGH LAKEFIELD POLICE SERVICES BOARD  
(hereinafter referred to as "**THE BOARD**") of the FIRST PART

**AND**

THE PETERBOROUGH POLICE ASSOCIATION  
(hereinafter referred to as "**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 Lakefield Community Police Service excepting the Chief of Police, the Deputy Chief of Police, Members of the Peterborough Lakefield 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

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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) Each time a member is assigned to carry out the duties of a supervisor, they shall receive the hourly base rate of the rank they are performing, as long as they are carrying out the acting rank duties for a minimum of six (6) hours. Members who are eligible for the Senior Member Responsibility Incentive will continue to receive the Incentive in addition to the acting rank increase under this clause.
- (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. Members who are eligible for the Senior Member Responsibility Incentive will continue to receive the incentive in addition to the 106% Specialty Pay under this clause.

- (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.
- (f) The Board shall pay a premium of **four hundred dollars (\$400.00)** 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.
- (g) The Board shall pay a premium of two hundred and fifty dollars (\$250.00) per annum to members who have and who maintain the following designations: **intoxilyzer** technician, canine officer, emergency response team member, use of force trainer, negotiator, drug recognition trainer, **drug recognition officer, scene of crime officer, fitness appraiser, radar/lidar trainer and collision reconstruction level 4**. Premium to be paid the first pay period in November.

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

- (a) A total of fifty (50) days leave of absence with pay will be granted those members Uniform or Civilian, 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.
- (c) A member who is elected to the Board of Directors of the Police Association of Ontario or the Canadian Police Association will be granted five (5) days leave of absence with pay to carry out those responsibilities.

#### **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.

Existing contracts that were negotiated prior to a rate increase will be completed at the rate the agreement was made.

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 **Lakefield** Community Police Service shall be taken into account. For the purposes of placement on Holiday Signing Lists, only service with the Peterborough **Lakefield** 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 Reimbursement

- (a) Members regularly assigned to perform their duties in plainclothes shall receive a clothing reimbursement of \$1,100.00 per year, to be paid quarterly. In order to be entitled to the reimbursement, the member must submit itemized receipts for clothing suitable to the duties being performed. The reimbursement for such clothing shall not be unreasonably denied.
- (b) When Members referred to in 9(a) are absent twenty (20) consecutive working days due to either illness or **receiving Workplace Safety and Insurance Board benefits**, payment of clothing allowance shall be suspended thereafter until they return to their active duty assignments.
- (c) The Board will pay for cleaning of sixty (60) items of clothing, per member assigned to the plainclothes duties and forty-eight (**48**) items of uniform clothing per member assigned to uniform duties, 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 **\$91.67** per month, pro rated at \$4.23 per day to a maximum of **\$91.67** for any given month during such assignment, such allowance shall not exceed **\$1,100.00** in any calendar year and to be paid quarterly. In order to be entitled to the reimbursement, the member must submit itemized receipts for clothing suitable to the duties being performed. The reimbursement for such clothing shall not be unreasonably denied.

### **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 Lakefield 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 **(30)** years of service with the employer.
- (2) That all past service costs be paid by the Board.

The Board and the members shall share **on a 50/50 basis** the cost of the Basic and Supplementary Pension Plans and the integrated Canada Pension Plan **pursuant to the rates established by OMERS.**

**ARTICLE 11 - Overtime and Meal Allowance**

- (a) (i) Overtime shall mean all hours worked in excess of a regular tour of duty, and shall be paid for or accumulated in a Time Bank at time and one-half (1 ½) for all such hours worked, save and except as otherwise expressly provided for in this agreement.
- (ii) Members who are on regularly scheduled time off, or annual holiday may voluntarily agree to work during their time off for overtime rates.
- (b) When members are required to be on duty for any period in excess of one half hour of the normal tour of duty such overtime shall be calculated from the end of their normal tour of duty.
- (c) Banked time shall mean all overtime, court time and call out time, that the member deposits to his or her time bank. Members may ask the Chief of Police via written request to have their time bank reduced by cashing in the bank or part thereof. Such written request shall be delivered to the office of the Chief of Police at least two weeks prior to the pay period in which the money is to be received. Under no circumstance will a member be permitted to carry a balance in the bank into the following year. Any remaining balance will be paid in the last pay period in December of that year.
- (d) Call Out shall apply when a member who has completed their regular tour of duty and left the place where the regular tour of duty is terminated and who is required to report for duty as ordered by the Chief of Police or designee, shall be paid in any event not less than four (4) hours for the first hour or any part thereof. Overtime rates shall apply to all time worked over the first hour.
- (i) Members called in **three (3)** 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.
- (ii) Members who are assigned to the Occupational Health and Safety Committee, or who are called back to duty for reasons of Police Team Meetings shall be entitled to the Call Out provisions in Article 11(d) of this agreement.

“Call Out” is defined as when a member is contacted during non-scheduled working hours and is ordered to report for work.

- (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) Members of the Service who are assigned Statutory Holidays as they fall and who are called back for duty on the Statutory Holiday shall be entitled to, for each call-out, four (4) hours for the first

- (1) hour or part thereof and double time for all hours over the first hour. A day will be granted in lieu of the Statutory Holiday.
- (g) Overtime and court time as set out in this agreement shall be paid for in cash calculated at the overtime rate. Payment in cash shall be paid to the member on a bi-weekly basis, unless such member shall have indicated by a notice in writing (appropriate selection on overtime chit), that he or she elects to take time off in lieu thereof and deposits his or her earned time into the Time Bank, in which case the date upon which time off to be taken shall be determined on mutual agreement between the member and his or her Supervisor.
- (h) When members are required to be on duty three (3) consecutive hours over and above their tour of duty, a Meal Allowance, not to exceed \$13.00, shall be allowed. A Meal Allowance, not to exceed \$13.00, shall be provided for each additional four (4) hours.
- (i) This clause shall only apply to members with less than ten (10) years of consecutive service with the Peterborough Lakefield Community Police Service, who were hired prior to January 1, 2004.

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 - 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 **receiving Workplace Safety and Insurance Board** 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.
- (f) Any member required to attend court between their first and second scheduled night shift shall be permitted six (6) hours from their departure from court until commencement of their second night shift without any cost to the member. This allowance will not be valid if the member calls in sick for the shift or remaining time.
- (g) Members retiring from the Peterborough Lakefield Community Police Service after January 1 2006, who are required to attend court after their retirement as a result of having been a member of the police service, shall be compensated at straight time for the hours actually in court. Payment shall be at the rate of pay the member was earning on the date of their retirement.

## **ARTICLE 13 - 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 (Hereinafter in this Section are referred to as the Association Representative) 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 **(15)** days following the decision of the Divisional Commander. The Association Representative 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.

### Step 5

The Association Representative, may after receipt of the written decision of the Board, require that the grievance be submitted to an Arbitrator by notifying the Board in writing of its desire to do so. If the Board and the Association Representative do not, within ten (10) days, agree upon **an** Arbitrator, the appointment of an Arbitrator shall be made by the Solicitor General of Ontario upon request by either party. The decision of the Arbitrator is final and binding upon the parties. An Arbitrator set up under Step 5 of the Grievance Procedure shall not have power to add to, subtract from, alter, modify or amend any part of this Agreement, nor otherwise make any decision inconsistent with this Agreement. Either party to this agreement may lodge a grievance in writing with the other party on any difference between the parties concerning the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and such grievance shall commence at Step 4. The grieved member is entitled through the Grievance Procedure herein, to have present on his behalf, **an** Association representative or Counsel at any time.

## **ARTICLE 14 - 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) Employer Health Tax (previously OHIP)
- (b) Life Insurance
- (i) Life Insurance coverage at two (2) times the member's annual salary.
  - (ii) Accidental Death and/or Dismemberment coverage **at two (2) times the member's annual salary.**
- (c) Extended Health Care
- (i) Extended Health Care \$10/\$20 deductible including vision care coverage at \$300.00 for each twenty-four (24) month period. In addition, the cost of one eye examination will be covered every twenty-four (24) months to a maximum of one hundred dollars (\$100.00).
  - (ii) Drug plan will be modified as necessary to require generic substitution for drugs covered by the Plan unless otherwise prescribed by the member's doctor.
  - (iii) Extended Health Care Plan, including Semi-private hospital coverage, Deluxe Out of Province coverage and Paramedical Services - maximum amounts allowed subject to the EHB Plan deductible and percentage reimbursement shown below. Paramedical Services are to include the following:
    - Registered Masseur - Maximum amount allowable \$500.00 per person per calendar year.
    - **Speech** Pathologist - Maximum amount allowable \$500.00 per person per calendar year.
    - Chiropractor/Osteopath/Chiropractist/Podiatrist/ Naturopath - Maximum amount allowable \$500.00 per person per calendar year. For x-rays by a chiropractor \$50.00 per person per calendar year.
    - Nutrition Counselling- Maximum amount allowable \$500.00 per person per calendar year.
    - Physiotherapy - Maximum amount allowable \$500.00 per person per calendar year.
- (d) Dental Plan
- (i) 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. The Dental Plan to also cover up to \$500.00 for full dentures or partial plates every thirty-six (36) months..
  - (ii) 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 lifetime. Such payment of premiums as based upon the Ontario Dental Fee Schedule for one (1) year prior to the current year.

- (iii) Rider #4 to include major restorative including crowns and bridges to a maximum of \$800.00 per person per year being shared risk on a 50% basis.
  
- (e) Members who retire on Ontario Municipal Employee Retirement scheme pension provided for under this agreement will continue to receive the benefits of Article 14(a) Employer Health Tax and Article 14(c) Extended Health Care, to age sixty-five (65) years. Members retiring after January 1st, 1989 shall continue to receive the benefits of Article 14(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 14(c).
  
- (f) Coverage of Dependent children up to the age of twenty-five (25) who are enrolled in a post secondary education program full-time.
  
- (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.
  
- (h) Effective January 1, 2011, upon presentation of a medical certificate which states that the member requires a hearing aid, and upon presentation of a proper receipt regarding the purchase of a hearing aid or hearing aid replacement parts, excluding batteries, the Board will provide a member with a hearing aid allowance not to exceed a lifetime total of \$400.00.
  
- (i) The Board will establish a Health Care Spending Account for all eligible Members who retire subsequent to December 31, 2009, subject to the following conditions of eligibility:
  - i) The member must provide the Board with at least four (4) months written notice of his or her retirement from the Service.
  
  - ii) The member must have retired on an unreduced OMERS pension or an OMERS disability pension subsequent to December 31, 2009;
  
  - iii) The retiring Member must at all times meet the eligibility requirements for a Health Spending Care Account as established by the Board.
  
  - iv) The Health Care Spending Account shall be provided at an annual maximum amount of two thousand dollars (\$2,000.00) per eligible retired Member commencing on the Member's sixty-fifth (65<sup>th</sup>) birthday and terminating on the Member's seventieth (70<sup>th</sup>) birthday, or the Member's death, whichever first occurs. The annual Health Care Spending Account is not accumulative from year to year.

- v) The Health Care Spending Account may be used by the eligible Member or his or her spouse. The Member's spouse's entitlement to use the Member's Health Care Spending Account shall end on the Member's seventieth (**70<sup>th</sup>**) birthday, the Member's death, or when the spouse remarries, whichever first occurs. "Spouse" means spouse by marriage, or under any formal union recognized by law, or a person who is living with and has been living with the Member in a conjugal relationship for at least one (**1**) year, as of the date of entitlement.
- vi) The Health Care Spending Account shall be used only to reimburse an eligible Member or his or her spouse for medical or dental expenses that qualify for reimbursement under Canada Revenue Agency ("CRA") rules and definitions for allowable deductible medical and dental expenses up to the annual non-accumulative maximum of two thousand dollars (\$2,000.00). The parties do not object that the annual non-accumulative maximum may also be used by the eligible retired Member to purchase a private health care plan, provided that this is permitted by the CRA.
- vii) All claims for reimbursement for the Health Care Spending Account must be made within the established filing period for the year in which the eligible expense occurs.
- viii) In order to receive reimbursement for eligible medical or dental expenses, the Member must submit original receipts or certified copies of these receipts.

## ARTICLE 15 - 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 (1) year but less than three (3) years of service - 80 hours of vacation with pay.
- (c) Three (3) years but less than ten (10) years of service - 120 hours of vacation with pay.
- (d) Ten years (10) of service but less than fifteen (15) years of service - 160 hours of vacation with pay.
- (e) Fifteen (15) years of service but less than twenty (20) years of service - 200 hours of vacation with pay.

- (f) Twenty **(20)** years of service but less than twenty five **(25)** years of service - 240 hours of vacation with pay.
- (g) Twenty Five **(25)** years of service - 280 hours of vacation with pay.
- (h) Effective January 1, 2011 on the first annual leave signing:
  - i) members who are normally required to work an 11-hour shift schedule or a 12-hour shift schedule shall be entitled to sign for a maximum of two **(2)** consecutive shift rotations between June 15 and September 15. After the first annual leave signing, such a member may sign for no more than one additional shift rotation between June 15 and September 15, only if that additional shift rotation is not consecutive with the shift rotations that the member has already signed for.
  - ii) Members who are normally required to work an 8-hour shift schedule or a 10-hour shift schedule shall be entitled to sign for a maximum of three **(3)** consecutive shift rotations between June 15 and September 15.
- (i) Any and all additional weeks may be taken at another time at the member's option and subject to the approval of the Chief of Police.
- (j) Members shall be required to attend five (5) eight **(8)** hour training days each year. In lieu thereof, members working the uniform twelve **(12)** hour platoon schedule shall receive forty-six (46) hours of annual leave. Other members, who are required to attend all training sessions on days off, shall receive forty **(40)** hours ~~annual~~ leave. These training days will be scheduled on days off for each platoon prior to the holiday lists being circulated.
- (k) Members of the service eligible for vacation with pay shall receive 96 hours of additional time off in lieu of the days as listed herein, which include statutory holidays as listed in the Employment Standards Act. It is agreed and understood that the total allowance is 96 hours and will not be changed on the event that any level of government declares a further statutory holiday, unless a change is required by law. The days for which lieu time is being granted are:

New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria or Empire Day	Boxing Day
Canada Day	
Peter Robinson Day (Simcoe Day)	

Members who regularly work Monday to Friday, and members who are assigned to Criminal Investigation Division and Support Services Division, 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.

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 taken in cash.

- (l) Vacations must be taken in the calendar year in which they fall due unless otherwise approved by the Board or Chief of Police.
- (m) 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.
- (n) 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 16 - 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. Where the Chief requires a member to produce a medical note, the member will be reimbursed for the cost upon production of a receipt up to a maximum of \$25.00.

- (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 continue to receive six (6) months pay, such payments to be made at the regular pay period of the Police Service.
- (d) Members who suffer injuries which require them to be absent from their duties and who because of such injury come under the provisions of the *Workplace Safety and Insurance Act* shall have their benefits under the *Workplace Safety and Insurance Act* supplemented by the Board as follows:
  - (i) Supplemental payments so that the combination of **Workplace Safety and Insurance Board** 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 16(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 Lakefield Police Services Board".

Sick Leave credits shall be paid out in accordance with By-Law 1988-252 Appendix 1.

#### **ARTICLE 16.1 - EFFECT OF ABSENCE**

Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following shall apply:

- 1) The Board shall pay its share of the **Hospital and Medical Care** 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 **in receipt of Workplace Safety and Insurance Board benefits**. It is understood that the obligation of the Board to pay its share of the **Hospital and Medical Care** benefits while a member is **receiving Workplace Safety and Insurance Board benefits** shall continue only so long as the employment relationship continues or for twelve (**12**) 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.
- 8) A leave of absence without pay shall be granted to members for the care of parents and parents-in-law within the provisions listed under 16.1 subsections 1 through 7.

#### **ARTICLE 17 - 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 (includes same sex and/or common law) 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 and grandparents-in-law = 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 18 - Special Allowances for Courses and Seminar Attendance

Fifty dollars (\$50.00) per week will be allowed for 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 may be responsible for their own transportation to and from courses or seminars, members who drive their own vehicles to and from such courses or seminars will be compensated at the current per kilometer rate established by the Corporation of the City of Peterborough, for one round trip, irrespective of the duration of the course or seminar, save and except for courses and seminars where no overnight accommodation is required. (i.e. attendance at outreach courses and seminars like Durham College)

Where a member is not utilizing a Service vehicle and wishes to visit home during a training course or seminar that is longer than two (2) weeks, the member shall receive a mileage allowance for an additional round trip to and from the member's home for each two (2) week period that the member spends enrolled in the course or seminar starting at the course or seminar's third consecutive week. This additional compensation will be compensated at the current per kilometre rate established by the Corporation of the City of Peterborough. This mileage allowance shall not be available to recruits who attend the recruit basic course at the Ontario Police College.

#### ARTICLE 19 - 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 thirty-five (35) weeks duration, commencing immediately upon the termination of her pregnancy leave.
  - (f) The total leave available under clauses (b) and (e) shall be fifty-two (52) 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 thirty-seven (37) weeks of parental leave.
  - (h) Parental leave under (g) above may commence at anytime up to fifty-two (52) 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 **Human Resources and Skills Development Canada** of the appropriateness of the Employers Supplemental Unemployment Benefit (SUB) Plan, a member who is on **maternity** leave, as provided under this collective agreement, and who is in receipt of **Employment Insurance maternity** benefits pursuant to **Section 22** of the **Employment Insurance Act**, shall be paid a supplemental unemployment benefit, upon proof of receipt of such benefits to the Chief or his designate.

That benefit will be equivalent to the difference between ninety percent (90%) of the member's regular weekly earnings and the sum of the member's **Employment 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 **Employment 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.

- 3) Members on pregnancy/parental leave who are required to attend court shall be deemed to be on a day off for overtime calculation in accordance with provisions of Article 12(b) Time Allowance for Court Attendance.

#### **ARTICLE 20 - 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 Services 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 solicitor acting on behalf of the Peterborough Lakefield Police Services Board and, in the case of dispute between the solicitor doing the work and the Board's solicitor, then the**

**amount fixed by the assessment officer following an assessment of the account rendered by the solicitor performing the work under the *Solicitors Act*, R.S.O. 1990, c.S.15 as amended.**

- (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 20.1**

**Within six (6) months of the ratification of this Agreement, the Board agrees to meet with the Association to discuss the Service's present document retention policies and practices with a view to addressing the concerns arising out of *R. v. McNeil, 2009 SCC 3*.**

### **ARTICLE 21 - Salaries**

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

### **ARTICLE 22 - Job Share**

Job Share Committee

The parties agree to form a Committee to discuss a Job Sharing Program. Such Committee shall be comprised of no more than two individuals from the Association appointed by the Executive Board and the Chief and the Deputy Chief or their designates. Any Job Sharing Program must be mutually agreed to by the parties before being implemented. As part of the discussion, the Committee may agree to make the Job Sharing Agreement an Appendix to the Collective Agreement.

### **ARTICLE 23 - Senior Member Responsibility Incentive**

All members with eight (8) or more years of service shall be entitled to an extra three percent (3%) of a First Class Constable Salary. Service will be service as defined in Article 7(c) of the collective agreement.

All members with seventeen (17) or more years of service shall be entitled to an extra six percent (6%) of a First Class Constable Salary. Service will be service as defined in Article 7(c) of the collective agreement.

All members with twenty-three (23) or more years of service shall be entitled to an extra nine percent (9%) of a First Class Constable Salary. Service will be service as defined in Article 7(c) of the collective agreement.

**APPENDIX "2"**

**2010 and 2012 SALARY SCHEDULE:**

The Salary for a First Class Constable **during the term of the Collective Agreement is set out below:**

**January 1, 2010 - \$78,708.30 (2% increase)**

**July 1, 2010 - \$79,692.15 (1.25% increase)**

**January 1, 2011 - \$81,285.99 (2% increase)**

**July 1, 2011 - \$82,098.85 (1% increase)**

**December 1, 2011 - \$82,509.35 (0.5% increase)**

**January 1, 2012 - \$84,159.53 (2% increase)**

**July 1, 2012 - \$85,211.53 (1.25% increase)**

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 - 113%

Staff Sergeant - 125%