



COLLECTIVE AGREEMENT (UNIFORM)

between

The Cobourg Police Services Board

and

The Cobourg Police Association

**Effective: January 1, 2021
Expiry: December 31, 2024**

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DEFINITIONS

- a) "Act" shall mean the Police Services Act. All references to the Police Services Act will reflect the current legislation including the appropriate sections and subsections.
- b) "Association" means the Cobourg Police Association.
- c) "Board" means the Cobourg Police Services Board.
- d) "Chief" means the Chief of Police of the Cobourg Police Service or his/her designate.
- e) "Corporation" means the Corporation of the Town of Cobourg.
- f) "Member" means all members of the Service, save and except the Chief of Police, the Deputy Chief of Police, Senior Officers (Inspector and above), Administrative Assistant, Finance Budget Co-Coordinator and those excluded pursuant to the Police Services Act, 1990 or as set forth in this agreement.
- g) "O.M.E.R.S." means the Ontario Municipal Retirement System.
- h) "Service" and/or "Police Service" means the Cobourg Police Service.

ARTICLE 1 - RECOGNITION

- 1.01 The Board recognizes the Association as the exclusive bargaining agent for all members of the Cobourg Police Service in accordance with the terms of the Police Services Act, 1990. As referred to in this agreement, the term "member" shall mean all members of the Service, save and except the Chief of Police, the Deputy Chief of Police, Senior Officers (Inspector and above), Administrative Assistant and those excluded pursuant to the Police Services Act, 1990 or as set forth in this agreement.
- 1.02 Whenever applicable in this agreement, the singular number shall include the plural and the masculine shall include the feminine.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Association recognizes that, subject to the provisions of the Police Services Act, 1990 and the Regulations made thereunder by the Lieutenant Governor in Council, it is the exclusive function of the Board to:
 - a) Maintain order, discipline and efficiency;
 - b) Hire, discharge, direct, classify, transfer, promote, demote or suspend or otherwise discipline any member.

The Board agrees that no member will be dealt with adversely without reasonable cause and that it will exercise the functions outlined in paragraph (a) in a fair and reasonable manner and without discrimination, consistent with this Agreement, the Police Services Act, 1990, and the Regulations made thereunder by the Lieutenant Governor in Council, and the Ontario Human Rights Code.

If a member claims that the board has exercised any of the functions outlined in paragraph (b) in violation with this agreement, then such claim may be the subject of a grievance under the grievance procedure outlined in this agreement, or dealt with under the procedures within the exclusive jurisdiction of the Police Complaints Commissioner, reporting to the Ontario Attorney General, as prescribed in the Police Services Act, 1990, as the case may be.

ARTICLE 3 – ASSOCIATION RIGHTS

- 3.01 The Board agrees that there will be no discrimination, harassment, restraint, interference, intimidation, coercion or threats, directly or indirectly, by any of its representatives against any member of the Association in respect of the member's employment because of the member's membership or activity in the Association, or as a representative of the Association acting on behalf of a member.
- 3.02 There will be no discrimination, interference, restraint or coercion exercised, or practiced by the Association or by any member or representative of the Association with respect to any member of the Town of Cobourg Police Service who is not a member of the Association.

ARTICLE 4 – BARGAINING

- 4.01 The Board acknowledges the right of the Association to appoint or otherwise select a Bargaining Committee of not more than three (3) members of the Association, with one (1) of the three (3) members being a civilian member. Time off without loss of pay shall be granted to members of the Cobourg Police Association Bargaining Committee to meet with the Board for any negotiations or arbitrations between the Board and the Association. Approximately fifty percent (50%) related to meetings between the Association and the Board will occur during what would normally be working time for members of the Bargaining Committee.

ARTICLE 5 – SENIORITY

- 5.01 "Seniority" means the length of service of a member with the Service from his/her last date of hiring including any period of leave of absence, (including pregnancy and paternal leave), short-term and long-term disability, except that members holding the same rank shall be ranked for purposes of seniority according to the length of their service in that rank. Where two or more members have the same length of service, the Board shall determine the order of seniority.
- 5.02 "Order of Seniority", as noted elsewhere, shall mean the member with the longest length of continuous service and then progressing down to the member with the least continuous length of service.
- "Reverse Seniority", as noted elsewhere, shall mean the member with the least length of continuous service and then progressing up to the member with the most continuous length of service.
- 5.03 All persons employed as members of the Cobourg Police Service shall be on probation for the period noted in 5.03(a).
- Upon the successful completion of the probationary period, the service and seniority date of any member so affected shall be from the date of his/her employment commences.
- a) The probationary period for a Police Officer will be as per Section 44 of the Police Services Act, 1990.
- 5.04 Seniority rights shall cease in the following circumstances:
- a) if a member resigns;
- b) if an officer is discharged under the Police Services Act 1990 and not reinstated;
- c) if a member retires;
- d) if a member who has been laid off does not report for duty within fourteen (14) days of recall, as provided for in Article 5.06.

- 5.05 Where the board has made a decision to reduce the complement of the Police Service and such reduction cannot be accommodated through attrition, and where such action is not in contravention of the Police Services Act 1990, the members laid off shall be laid off in the order of reverse seniority.

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

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

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

- 5.06 Members laid off to a reduction in staff and fail to return to work within fourteen (14) working days after notice to return to work has been forwarded by registered mail to the last known address of such member, shall be deemed to have severed their service with the Board, shall have forfeited all seniority rights, except in the case of sickness or other just cause in which case the member must supply a medical report on the form provided by the Board in accordance with Article 18, certifying the member is fit to return to full duties. The member shall keep the Board informed of their current address.

ARTICLE 6 - ADVANCEMENTS AND PROMOTIONS

6.01 ADVANCEMENTS

- a) Advancements from one class constable to another class constable shall be governed by the Police Services Act, subject to time off work for Long-term Disability will be excluded for class advancement.

6.02 PROMOTIONS

- a) Promotions within the service from Constable First Class will be based upon the member's qualification of skill, competence and efficiency for the position concerned. When those qualifications are equal, the member having the most seniority will be given preference.
- b) All promotions will follow the Cobourg Police Services procedures.

ARTICLE 7 – MEMBERS

- 7.01 A regular full-time member is a person who has been employed on a permanent basis to work the normal hours referred to in Article 8.02 herein, and who has completed the probationary period referred to in Article 5.03.
- 7.02 The Board shall not employ part time members to eliminate existing full-time members.
- 7.03 It is understood that the Board shall not use Volunteers in such a fashion as to eliminate regular full-time or regular part time positions.

ARTICLE 8 – HOURS OF WORK

- 8.01 The Chief of Police or his/her designate may change the work schedule applicable to members of the Cobourg Police Service but shall confer with the Association representatives with respect to such changes at least two (2) weeks in advance of the date upon which it is to become effective if the Chief has had at least (2) weeks' notice of the event or circumstances which caused the changes to be made. In other cases where a change in work schedules is necessitated, the Chief shall where possible, give at least forty-eight (48) hours' notice to the representatives of the Association before making a change effective.
- 8.02 The normal weekly period of duty which a Police Officer is required to perform shall consist of a rotating "2-3-2" twelve (12) hour shift schedule. The Chief of Police in consultation with the Association may alter the schedule as necessary to meet the exigencies of the Service, however shifts will remain at twelve (12) hours. Officers assigned to either full-time or temporary periods of time in the Criminal Investigation Branch, School

Liaison, K-9, or Community Services, are ineligible to work twelve (12) hours. Each tour of duty shall consist of a seventy-five (75) minute lunch period. The Police Officers may take their lunch period at a location other than the police building provided that the location is within the Town boundaries.

- 8.03 Shift schedules of ninety (90) day periods which apply to members herein, shall be posted online (OSL, intranet) and shall be available to members.
- 8.04 The Chief of Police or his/her designate may change the tour of duty assigned to a member and when possible, give any affected members two (2) weeks advance notice.
- 8.05 "Tour of Duty" means the work assignment of an individual member within the work schedule which covers a twenty-eight (28) day period.
- 8.06 No member will be required to work alone on a shift. There will be three (3) fully trained, armed, uniformed Officers on duty, at all times.
- 8.07 Whenever possible, each member's days off will be awarded consecutively.
- 8.08 The Shift Supervisor may assign two officers to a cruiser at any point should the need arise.
- 8.09 If for reasons beyond control, members do not get their lunch hour, the Board will grant the member the unused time in the overtime bank, at straight time.
- 8.10 Officers working on the "2-3-2" twelve (12) hour shift schedule will have one hundred ten (110) hours "float time" added to their time banks each calendar year. During a leap year, Officers will be allotted an additional six (6) hours of "float time" for a total of one hundred sixteen (116) hours. Such time must be taken during the calendar year and cannot be carried over into the following year. In the event that circumstances beyond the control of the Officer and the Service prohibit the Officer from taking "float time" during the calendar year, the time will be scheduled within ninety (90) calendar days with such scheduling being determined in consultation with members of the affected platoon. If reasonable efforts are not made by the Officer to ensure the time is taken, the remaining time will be forfeited.

ARTICLE 9 – SALARIES

- 9.01 The schedule of salaries and hourly rates shall be in effect for the term commencing January 1st, 2021 and ending December 31st, 2024 is attached hereto as *Appendix A*.

Effective January 2, 2021	2.00%
Effective January 2, 2022	2.00%
Effective January 2, 2023	2.25% (* split 1% / 1.25%)
Effective January 2, 2024	2.25% (* split 1% / 1.25%)

**split salary = 1% increase for first six months of this year. 1.25% increase for second half of this year.*

- 9.02
 - a) Police officers who have been designated by the Chief of Police to obtain training in the operation of Intoxilyzer equipment and who have a current certificate of competence as an operator issued by the Attorney General for Ontario shall receive an annual allowance of three hundred twenty five dollars (\$325.00) in connection with such duties. To qualify for Specialist pay, in accordance with this sub-section, the officer must participate in regular equipment maintenance (calibration), as well as complete said duty once per year.
 - b) Police Officers who have been classified by the Chief of Police to obtain training as an "Identification Officer" and/or a "Scenes of Crime Officer" and have obtained a certificate of successful completion of courses in respect of same at a recognized police college shall receive an annual allowance of three

hundred twenty-five dollars (\$325.00) in connection with such duties. To qualify for Specialist pay, in accordance with this the sub-section, officer must maintain current certification and complete said duty twice per year.

- c) Police officers who have been classified by the Chief of Police to obtain training as a "Drug Recognition Expert" and have obtained a certificate of successful completion of courses in respect of the same at a recognized police college shall receive an annual allowance of five hundred dollars (\$500.00) in connection with such duties.

- 9.03 Salary rates shall be retroactive to January 1, 2021 for members of the "Uniform" Agreement in the Board's employ upon the date of ratification of this Agreement and all revisions to the collective agreement which expired December 31, 2020 shall become effective upon the signing of this collective agreement, unless otherwise provided herein.

(NOTE: Retroactivity shall be calculated as soon as possible and paid out in a lump sum to each member in the Board's employ on the date of ratification of this Agreement and any member who has left the employ of the Board, for time previously paid out at the rates frozen from the previous collective agreement.)

- 9.04 Each member shall be paid every other Thursday by 1:00 p.m. except in circumstances beyond the control of the Board.
- 9.05 Each member shall be paid all bonuses or allowances to which the member is entitled to (i.e. shift bonus, service pay, specialist allowance, clothing allowance, etc.) on the first full pay period on or after the first day of December each year.

ARTICLE 10 – SHIFT BONUS

- 10.01 All members who work on the regular twelve-hour rotating shifts will receive an annual bonus of five hundred dollars (\$500.00).
- 10.02 Shift bonuses will not be paid to any members absent from work for longer than thirty consecutive days, at any period in the year.

ARTICLE 11 – OVERTIME

- 11.01 Overtime beyond the normal hours of work may be scheduled by the Chief of Police, or his/her designate, in accordance with the requirements of the Service. When the Chief of Police or his/her designate requires a member to work beyond his/her normal work day or work week, except in the case of recall, the member shall be paid at the rate of time and one half (1½) per hour at his/her present salary for the time worked.
- 11.02 When a member who is off duty is called to be on duty by the Chief of Police, or his/her designate, the member shall be paid at the rate of time and one half (1½) per hour at his/her present salary for the time worked. The member shall receive a minimum of four hours at time and one half (1½).
- 11.03 In the event of a change of shift and the member is not given at least twenty four hours' notice the member shall be entitled to a minimum of four hours at time and one half (1½) for such change in addition to the hours worked at straight time.
- 11.04 Payment for overtime worked shall be by way of compensating time off or pay in lieu thereof, at the discretion of the member. Throughout the year a member can maintain an overtime bank of one hundred (100) hours, until the end of the year. A member can only carry over forty (40) hours, into the following year. When banked overtime is used as time-off work, it shall be used at the member's current rate of pay and when banked time is paid out, it shall be paid at the rate the overtime was earned.

ARTICLE 12 – ON-CALL PAY

12.01 Members assigned Criminal Investigation duties and the Staff Sergeant, when required to be on-call duty by the Chief of Police, will receive one hour off-duty in lieu of pay for every seven hours required to be on-call duty. The period required for on-call duty is each statutory holiday and each weekend from the first shift on Monday afternoon until the last shift Sunday morning.

ARTICLE 13 – ACTING PAY

13.01 When a Sergeant is unable to be on duty for all or part of his or her shift, the Acting Sergeant will assume responsibilities of a Sergeant. Consideration for the Acting Sergeant role, will be offered in the following order, to:

- 1) The officer who has a current OPC exam mark above 70% for the rank in question and is ranked on the promotional list;
- 2) An officer who has a current OPC exam mark above 70% for the rank in question;
- 3) The most senior officer who wishes to fulfill Acting Sergeant responsibilities.

NOTE: Solely for the purposes of this article, seniority will include time accumulated as a police officer in Canada. Inclusive of time served as a Military police officer with the Canadian Armed Forces.

13.02 When the Acting Sergeant oversees a shift, a minimum of four (4) hours, the officer shall receive the Acting Sergeant pay for the complete shift.

13.03 The Chief shall ensure that there shall be a fair Promotional Process.

ARTICLE 14 – RESPONSIBILITY PAY

14.01 A first class constable, sergeant or staff sergeant who satisfies the criteria set out below shall be entitled to the following premium to be paid bi-weekly and included in the calculation of payments for vacation and holiday pay, pension contributions and the schedule of benefits for income security. (Note: Effective July 1, 2011 calculating Responsibility pay in accordance with Article 14.01)

- a) Effective upon the commencement of the next full pay period after the member completes 8 (eight) years of service and until the member has completed 15 (fifteen) years of service, the dollar equivalent of 3% of the existing first class constable salary provided for in Article 9.
- b) Effective upon the commencement of the next full pay period after the member completes 15 (fifteen) years of service and until the member has completed 23 (twenty-three) years of service, the dollar equivalent of 6% of the existing first class constable salary provided for in Article 9.
- c) Effective upon the commencement of the next full pay period after the member completes 23 (twenty-three) years of service, the dollar equivalent of 9% of the existing first-class constable salary provided for in Article 9.

Effective January 1, 2006 the above noted percentage rates will be revised as follows:

- | | | |
|------|----------------------|----|
| i) | 8 years to 15 years | 3% |
| ii) | 16 years to 22 years | 6% |
| iii) | 23 years and after | 9% |

14.02 In order to be eligible to receive the Responsibility Pay referred to above, the member must:

- a) Be at least a first class constable who has completed the requisite years of service as a Police Officer in Ontario for members employed by the Board on the date of ratification of this contract; for members joining the Service after the date of ratification, only experience with the Cobourg Police Service shall qualify for the Responsibility Pay;
- b) Be free of a disciplinary conviction for which the confirmed penalty was the forfeiture of 40 or more hours pay or leave, or 40 or more hours suspension without pay or a higher penalty, imposed in the previous 12 months. Where a disciplinary conviction for which the confirmed penalty was the forfeiture of 40 or more hours pay or leave, or 40 or more hours suspension without pay is assessed against a member, the premium payable shall be reduced by one pay level. This reduction in one pay level shall be in place for a twelve-month period following the confirmation of penalty.
- c) Attain satisfactory ratings on all portions of the member's annual performance evaluation. (If a member is judged to require improvement in a specific area of the evaluation, the member must address the specific area and meet requirements within six months, in which case the bonus will be available for the last six months.) The annual performance appraisal shall follow Procedure AI-026 Performance Planning and Appraisal.

14.03 Responsibility Pay shall qualify as pensionable earnings and be included in computing statutory holiday pay, pregnancy or parental leave entitlements, sick leave, Workplace Safety Insurance Board benefits and secondment. Responsibility Pay shall not be included in the calculation of hourly wage rate for the purposes of overtime or recalls.

ARTICLE 15 – COURT APPEARANCE (OFF DUTY)

15.01 Any member required to attend court for the purpose of giving evidence as to the facts ascertained in the capacity of a member of the Cobourg Police Service, as distinct from that of a private citizen, during what would otherwise be the member's off duty hours shall be paid at the rate of time and one half (1½) per hour at the member's current salary for the time between the commencement and the termination of the court sitting or termination of the member's appearance, whichever is the lesser. The member shall be guaranteed at least four (4) hours work at the rate of time and one half (1½) per diem.

15.02 Section 15.01 shall apply:

- a) Whenever a member is required to attend under subpoena or by order of a superior officer or a Crown Attorney;
- b) Not only to prosecution but also to all proceedings in any court having criminal, quasi-criminal or civil jurisdictions;
- c) To coroner's inquests;
- d) To hearings before any public board or tribunal constituted under Federal or Provincial laws or any by-law of the Board but not arbitrations under this collective agreement;
- e) To Bail Hearings pursuant to the Bail Reform Act.

15.03 Fees and expenses earned by the above member for any of the above off duty appearances shall be repaid by the member to the Board.

15.04 When a member is required to attend Court at a time when the member is on annual or statutory leave, the member may request that his/her leave be cancelled. The cancelled leave time will then be taken at another date. It is understood that this cancellation and reassignment of leave will be arranged through mutual consent of the member and the Chief of Police in accordance with the needs of the Police Service.

- 15.05 When a member is required to attend in court subsequent to working a night shift on the evening immediately preceding such attendance and remains in attendance until three (3) hours prior to commencement of the night shift, the member shall be entitled to Court time credits as provided for in Article 15.01 herein, or, at the option of the member, the time spent in court may be considered as a tour of duty for the day in question in lieu of Court time credits.
- 15.06 When a member is scheduled for a court appearance which is subsequently cancelled, the Chief shall endeavor to notify the member of the cancellation. In the event the member receives less than twelve (12) hours' notice of the cancellation in advance of the scheduled appearance, unless the member is not available to receive the notice, the member shall be entitled to receive the guaranteed minimum payment as provided in Article 15.01 herein.

ARTICLE 16 – VACATIONS

- 16.01 Vacations with pay will be granted to regular full-time members in accordance with the following schedule, subject to Article 16.02. Seniority for vacation purposes shall be calculated as of January 1st annually and pro-rated for members with less than one year's service. Officers with Service as a Police Officer with any other Police Service shall have the previous service recognized over the duration of this Agreement.

<u>Years of Seniority as a Police Officer</u> <i>(as well as service with any other police service)</i>	<u>Vacation Entitlement</u>
1 Year	2 Weeks
5 Years	3 Weeks
10 Years	4 Weeks
15 Years	5 Weeks
23 Years	6 Weeks
30 Years	7 Weeks

- 16.01 Vacations will be scheduled by the Chief of Police to permit each member to have a minimum of two (2) weeks when possible of the member's vacation between the start of the last week of June and Labour Day.
- 16.02 Where in any vacation year a member's service is terminated before the member qualifies for his/her full year's vacation, the member shall receive his/her vacation allowance for the time served during that vacation year on a pro-rated basis.
- 16.03 Annual vacations shall be taken by all members in order of seniority.
- 16.04 If a member is injured or incapacitated due to illness requiring a doctor's care before going on annual vacation, and such injury or illness continues into any portion of annual vacation, the member shall be re-assigned annual vacation at a later date through the mutual consent of the member and the Chief of Police.
- 16.05 When a member is recalled for duty when on annual vacation or statutory holiday leave, the member shall receive for the first call back, his/her ten shift pay at double (2x) his or her regular hourly rate of pay for the first ten (10) hour shift of service and straight time for all regular hours worked thereafter. It is understood and agreed that a member may, in consultation with the Chief of Police, and in accordance with the needs of the Service, make arrangements to take time off in lieu of payment for hours worked on the basis that a member so affected will receive two (2) days off for the first ten (10) hours worked and one (1) day off for each day worked thereafter.

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

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

- 16.07 When the member joins the Service after January 1 in a calendar year, vacation entitlement shall be granted on a pro-rated basis.
- 16.08 A member shall become entitled to increased vacation after the first day of January of the year in which the anniversary of the requisite period falls, unless the member resigns prior to the member's anniversary date.

ARTICLE 17 – STATUTORY HOLIDAYS

- 17.01 All members shall be entitled to twelve (12) statutory or paid holidays as listed below. In lieu of such statutory or paid holidays, each member shall be entitled to twelve (12) hours off with pay per day. Should a member be required to work any of the said holidays, the member shall, in addition to the member's day off with pay, be entitled to be paid time and one half (1 ½) the member's regular rate of pay for all hours worked on the holiday. The calculation for the member's hours of work for these statutory or paid holidays is as follows:

The holidays referred to herein are as follows:

New Years' Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- 17.02 Members who have less than one (1) year of service or whose service is terminated shall be entitled to the provision of this Article 17 in accordance with their length of service on a pro-rated basis.
- 17.03 For the purposes of Article 17.01 members shall be entitled to select the holiday leave provided for therein, in reverse order of seniority.

ARTICLE 18 – MEDICAL CERTIFICATES

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

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

ARTICLE 19 – LEAVE OF ABSENCE – ASSOCIATION ACTIVITIES

- 19.01 The Board agrees that it is proper to grant leave of absence to members and, where possible, members will be granted leave upon request.
- 19.02 The Board will grant a leave of absence with pay to a member or members chosen by the Association to attend meetings or conduct affairs and businesses of the Association and to attend Annual Conventions of the Police Association of Ontario and/or Executive Zone Meetings. Such leave of absence with pay shall not exceed a maximum of four hundred and eight (408) hours in any calendar year for the total number of members granted such leave of absence, without the distinction now used by the Board between Uniform and Civilian Association leave time. Each request for such leave shall be in writing and must be submitted to the Chief of Police at least one (1) week in advance of the date the leave is required.

ARTICLE 20 – PREGNANCY/PARENTAL LEAVE

- 20.01 Members shall be entitled to pregnancy leave and/or parental leave in accordance with the provisions of the Employment Standards Act. A member intending to go on pregnancy leave shall make written application to the Board and supply the Board with a certificate from a legally qualified medical practitioner stating that she is pregnant and giving the estimated due date. A member on pregnancy and/or parental leave shall receive benefits provided under Article 23, of this agreement. Notwithstanding the provisions of the Employment Standards Act, members shall further receive the provisions of Article 23 for a period of up to seventeen (17) weeks pregnancy leave and thirty-five (35) weeks parental leave.

During pregnancy and/or parental leave the Board shall provide a Supplementary Employment Insurance Benefit (SUB) Plan as follows:

- a) during the first two (2) weeks of the Employment Insurance (E.I.) waiting period, pay the member seventy-five (75%) per cent of their regular rate of pay; and
 - b) in the case of pregnancy leave, during the following fifteen (15) weeks or shorter period if the member returns to work, pay the member at a rate of pay equivalent to the difference between the Employment Insurance pregnancy benefits the member receives and seventy-five (75%) per cent of their regular pay; and;
 - c) members must provide proof of application for and receipt of Employment Insurance Benefits in order to receive payment under the SUB plan, unless serving the two-week E.I. waiting period. Proof shall be copies of E.I. benefit stubs.
 - d) SUB payments are paid only for the supplementation of Employment Insurance benefits for the unemployment period as specified in the plan for pregnancy and/or parental leave.
 - e) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.
 - f) This benefit is to be fully paid out of the Board's general revenues. A separate record of SUB payments shall be kept by the Board.
 - g) The plan shall remain in effect with this and subsequent Agreements.
- 20.02 Parental leave shall be granted a member as a result of the birth of a child, or a child coming into the member's custody, care and control for the first time. A parent also includes a person with whom a child is

placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as the person's own child.

- 20.03 While on pregnancy/parental leave a member shall continue to accumulate seniority and credit for service for the purposes of salary, responsibility pay and all other increments. The Board shall continue to provide the member with the health and insurance benefits provided for in Article 23 and pension in accordance with Article 22.
- 20.04 Pregnancy leave for the purpose of this article in accordance with the provision of the Ontario Employment Standards Act.
- 20.05 A member who provides a certificate from a legally qualified medical practitioner, stating that she is pregnant and recommending that she be placed on other than her normal duties, shall be accommodated by the Board and shall be provided suitable duties, with no change in salary or benefits status, until the member elects to go on pregnancy leave.

ARTICLE 21 – COMPASSIONATE LEAVE

- 21.01 Family Leave - A member may be granted up to three (3) working days leave, annually, without loss of salary or benefits in the case of the illness of a parent, spouse, sister, brother, child or spouse's parent, at the discretion of the Chief of Police, or designate. Such leave will not be unreasonably denied.

A member shall be granted one (1) working days leave without loss of salary or benefits for the birth of a child, which shall be taken either on the day of the birth or the day which the infant is brought home from the hospital.

21.02 Bereavement Leave

- a) An employee shall be granted up to four (4) working days off with full regular pay in the event of the death of an employee's spouse, common-law spouse, child, stepchild, mother/father, step-father/mother, mother-in-law/father-in-law, grandparent and sibling. The time may be split in two occurrences (to accommodate a funeral/celebration of life, held later).
- b) An employee shall be granted up to one (1) working day leave of absence with full regular pay on the day of the funeral in the event of the death of his/her brother-in-law, sister-in-law, great-grandfather or great-grandmother.
- c) An employee shall be granted one (1) day working off to attend the funeral of an uncle or aunt, the Member is only entitled to time off from their scheduled day of work and only if they attend the funeral.
- d) An employee shall be allowed one (1) working day off to attend his/her wedding, or the wedding of his/her son, stepson, daughter or stepdaughter.
- e) For persons not covered for bereavement leave under this Article, upon application in writing to the Chief of Police, the Chief of Police may grant additional compassionate leave.

- 21.03 A member's current immediate family is defined as including; father and stepfather, mother and stepmother, sister, brother, spouse, child, mother-in-law, father-in-law, aunt, uncle, grandparent, brother-in-law, sister-in-law and stepchildren.

- 21.04 "Days Off" are not to be altered to form part of the days mentioned therein.

21.05 Family Leave

- a) Part-time member working a minimum of 24 hours per pay period (bi-weekly) will be credited five (5) personal wellness days per calendar year. Personal wellness days can be used as a sick day for the employee or the sickness of their immediate family member.

- b) A member shall be granted one (1) working days leave without the loss of salary or benefits for the birth of a child. This day may be taken on the day of birth or the day the infant is brought home from the hospital.

ARTICLE 22 – PENSIONS

- 22.01 All regular full-time employees shall become members of O.M.E.R.S. on their date of hire except for those employees who are in receipt of an O.M.E.R.S. pension and waive their right to participate.
- 22.02 In the event Government legislation is enacted during the term of this agreement which provides for changes in the retirement system, both parties will honour and abide as necessary with such changes.
- 22.03 The Board shall provide an opportunity to each member to purchase the O.M.E.R.S. optional service agreement with the member paying one hundred percent (100%) of the cost of purchase.
- 22.04 Any payments earned by the member after termination, e.g. retroactive pay, will not be considered as pensionable earning if the amount is less than five hundred dollars (\$500.00).

ARTICLE 23 – HEALTH AND INSURANCE BENEFITS

- 23.01 The Board agrees to contribute one hundred percent (100%) of the cost of billed premiums of the health benefit plans as noted in Article 23.01(c) to those persons as noted in Article 23.01 (c) with the exception of Drug Plan Formulary #3 as noted in Article 23.01(c)2 and Deluxe Travel Plan as noted in 23.01(c).
 - a) The following members, retired members and members spouses are eligible to receive the health benefits of Article 23.01:
 - 1. Regular full-time members;
 - 2. All members receiving maternity/paternal leave benefits;
 - 3. Regular full-time members receiving short or long-term disability benefits;
 - 4. All members receiving Workplace Safety and Insurance Board benefits;
 - 5. All retired members under age 65 years who are receiving O.M.E.R.S. pension benefits;
 - 6. All members spouses receiving dependants' benefits.
 - b) For the purposes of Article 23.01 (a), regular full-time and regular part-time members (as defined under Article 7 - Members) are those members receiving full salary for the performance of duties as outlined within the duties for which the member is hired, including that time the member is absent on the short or long-term disability plan.
 - c) The following health benefit plans will be Industrial Alliance plans or the equivalent in total or part.
 - 1. **Extended Health Care Benefit**
 - i. Private and semi-private hospital;
 - ii. Massage therapy to a capped amount of six hundred dollars (\$600.00) per family member per year.
 - iii. Chiropractic care to a capped amount of six hundred dollars (\$600.00) per family member per year.
 - iv. Physiotherapy to a capped amount of six hundred dollars (\$600.00) per family member per year.
 - 2. **Drug Plan** - Formulary #3 plus fifty percent (50%) of the cost of the difference in the billed premiums between Formulary #3 and the Formulary #2. The maximum prescription dispensing fee shall be capped

at one dollar (\$1) greater than the lowest prescription dispensing fee available within the Town of Cobourg.

3. **Dental Plan** - Plan #9 plus one hundred (100%) of the billed premium for the Rider #3 (orthodontic) at fifty percent reimbursement for each dependent child to a lifetime maximum of three thousand (\$3,000.00).

Major Restorative Services (Rider #4) at 50% reimbursement up to a maximum of two thousand five hundred (\$2,500) dollars per person per year.

4. **Vision Plan**

- i. Four hundred (\$400.00) per family member every twenty-four (24) months for vision care or laser surgery
- ii. Ninety dollars (\$90.00) per family member every twenty-four (24) months toward the cost of eye examinations.

5. **Hearing Aid Plan** - \$5000.00 per each family member per life.

6. **Deluxe Travel Plan** - Of out of province premium costs.

7. **Clinical Psychologist, Psychiatrist, and/or Professional counselling** - \$2000 maximum annually per member.

(Psychological benefits do apply to part-time members and will be pro-rated for members who are employed on a twenty-four (24) hours per week basis.)

8. Members are eligible for a five hundred dollars (\$500) Health Care Spending Account (HCSA).

23.02 The Board agrees to contribute one hundred percent (100%) of the cost of premium costs of the insurance benefits plans as noted in Article 23.03.

23.03 Group Term Life Insurance

Police Officers: The amount of the term life insurance shall be one hundred and fifty thousand dollars (\$150,000.00). At retirement, the amount of term life insurance shall be reduced to \$20,000.000 until age 65.

23.04 Accidental Death and Dismemberment Insurance

Police Officers: The amount of the Accidental Death and Dismemberment Insurance shall be \$100,000.00.

23.05 In the event of the modification of any of the fully paid benefit plans set out herein, which reduces premiums, the reduction shall be applied to the Board's share of the premium costs.

23.06 A member granted an unpaid leave of absence by the Chief may continue to keep up the member's coverage in the plans specified in Article 23.01 and 23.02 by paying the full premium cost to the Board, at least monthly in advance.

23.07 The Board will provide the option to all members who retire within two years of an unreduced O.M.E.R.S. Pension Plan, to continue the Group Life Insurance Plan upon payment of one half (½) of the premium to the age sixty-five (65) years.

23.08 The Board shall further provide the health benefits under Article 23.01 (a) of this agreement at one hundred percent (100%) of the cost to the Board to all retirees until age sixty-five (65) years. The provisions of all benefits are subject to the retiree being eligible to participate in the plans.

- 23.09 A committee shall be established by two Association representatives and two Management to review the delivery of benefits with the view of providing benefits in a more cost-effective manner. Under no circumstances will the current level of all benefits enjoyed, be lessened.
- 23.10 Members who retire on an unreduced OMERS pension on or after July 1, 2011 will be eligible to an individual Health Care Spending Account (HCSA) which will reimburse eligible retired members between the age of 65 and 75 years for medical and dental expenses incurred during the current calendar year by the member and/or his eligible spouse. The following are the elements and restrictions of the HCSA:
- 1) One hundred percent (100%) reimbursement to an annual maximum of two thousand dollars (\$2,000) per member, per calendar year.
 - 2) Eligible expenses are those described in the Canada Revenue Agency's definition of "allowable deductible medical or dental expenses".
 - 3) The member's recognized eligible spouse shall be as defined in Article 25.01.
 - 4) Any balance remaining in the member's account on December 31st will not be carried forward to the following calendar year.
 - 5) This benefit shall become effective the day following the member's 65th birthday.
 - 6) This benefit shall terminate on the member's 75th birthday or upon the death of the member, whichever comes first.
 - 7) Should the member die prior to his/her 75th birthday, coverage for the member's eligible surviving spouse shall terminate on the date of death of the member.
 - 8) Dependent survivors who receive benefits under Article 25 are not eligible for HCSA benefits.
 - 9) Reimbursement will be made to the member upon submission to the benefit carrier of all required forms, original receipts and any other supporting documentation required by the carrier.
 - 10) The Board is not the insurer or direct provide of the HCSA.

ARTICLE 24 – DISABILITY INCOME BENEFITS

24.01 SHORT-TERM DISABILITY PLAN

- a) The Board shall provide a Short-Term Disability Benefit, being a continuation of a regular full-time member's salary and will be payable for each separate disability cause for both illness and occupational injury. Disability benefits will be payable from the first day of disability due to accident or illness, reduced by any Workplace Safety and Insurance Board benefits payable. It is understood and agreed that for any illness in excess of three (3) days, a member making a claim shall be obliged to provide a medical certificate signed by a duly qualified medical doctor attesting to the nature of illness, the course of treatment and the prognosis for recovery. If the medical practitioner's certificate includes a recovery time required, the member will not have to provide any more certificates until that certificate expires. Disability benefits will be reinstated in full after return to work for thirty (30) working days for the same disability cause and after one (1) full day for an entirely separate and unrelated cause.

The Board reserves the right to require a member claiming benefits to undergo an independent medical examination by a physician of its choice at any time.

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

Conditions

- a) Prior Service with the Police Service will be recognized.
- b) Benefits will be payable for disabilities resulting from pregnancy, childbirth, miscarriage or abortion.
- c) Notwithstanding Article 24.01 of this agreement, the board may require a member to submit a new medical certificate signed by a duly qualified doctor after each five (5) days of absence.
- d) Benefits are not payable for any period during which a member engages in an occupation or employment for wage or profit.
- e) Benefits are not payable to a member who refuses to authorize disclosure to the Board and its insurers of any medical information required under this agreement or who refuses to waive any rights to have such information remain confidential.

Schedule of Benefits

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

- b) The Board will recognize members who have used zero (0) sick days in the calendar year by granting the member three (3) days off with pay, or a cash-out option. Days will be scheduled in accordance with Articles 16.01 and 16.03 herein. This benefit is pro-rated for part time members.

24.02 LONG-TERM DISABILITY PLAN

The Board shall provide a Long-Term Disability Benefit for a total disability wherein regular full-time members shall be eligible to collect long-term disability benefits from the 120th calendar day of disability through to age 65, or prior recovery or death. The Plan will be integrated with the Short-Term Disability Benefits to ensure that there is no interruption of income. The full cost will be paid by the Board, but the premium will be added to the member's earnings, resulting in a tax-free benefit under current legislation.

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

24.03 LIMITATIONS

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

- a) Self-inflicted injury, unless medical evidence establishes that the injury was directly related to mental health illness;
- b) Any condition for which the member is not under treatment by a duly qualified medical doctor;
- c) Committing or attempting to commit a criminal offense;
- d) Civil disorder or war;
- e) The use of drugs or alcohol unless the member is certified as being actively supervised by and receiving continuous treatment from a rehabilitation centre, a provincially designated institution or a duly qualified medical doctor.

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

- 24.04 Any accumulated annual leave and statutory leave not used due to the member being absent from work for an extended period, making the use of this time impossible, shall be paid out in full the first pay in December of that year.
- 24.05 A member who complete Fitness PIN during the calendar year will be entitled to six (6) hours of straight time added to their Overtime Bank, within 30 days of completion.

ARTICLE 25 – DEPENDENTS BENEFITS

- 25.01 “Spouse” shall mean either of a man or woman who,
 - a) Are married to each other;
 - b) Not being married to each other have cohabited continuously for a period of not less than three (3) years, or in a relationship of some permanence where there is a child born of whom they are the natural parents and have so cohabited within the preceding year.
- 25.02 “Dependent Child” shall mean a member’s child who is:
 - a) An unmarried person under the age of eighteen (18) years;
 - b) An unmarried person over the age of eighteen (18) years but less than twenty-five (25) years of age and is in full-time attendance at a school, community college, university or other educational institute;
 - c) A person over the age of eighteen (18) years who, by reason of mental or physical disability, is unable to earn a livelihood and includes;
 - d) Any child of whom the member stood in loco parentis at the time of his/her death.
- 25.03 When a member is killed or dies as a direct result of injuries received in the performance of the members duties as a member of the Cobourg Police Service, leaving a spouse and/or dependent child or children, the Board shall pay to such spouse and/or dependent child or children, as the case may be, a supplementary monthly top up payment, in an amount which, when taken together with all other sources which the Board has contributed (O.M.E.R.S. Canada Pension Plan, Workplace Safety and Insurance Board, Employment

Insurance and the reasonable investment of the proceeds of the life insurance policy) will equal one hundred percent (100%) of the disposable after tax income of the deceased member based on the member's annual salary at the time of death and thereafter upon the annual salary the deceased member would normally have received resulting from any negotiated revisions to the agreement between the Board and the Association.

25.04 The supplementary monthly top up payments, provided for in Article 25.03 in the case of a spouse and any dependent children shall continue until, but cease upon:

- a) The date upon which the deceased member would normally have retired (retirement age) and commenced to receive normal pension payments;
- b) If such spouse remarries or cohabitates with a partner for a period greater than one (1) year.

Should a spouse, who is properly entitled to the supplementary monthly payments provided for in Article 25.03 die leaving a dependent child or children as defined in Article 25.02 herein, the payments shall be made as provided for in Article 25.04.

The Board will provide those benefits under Section 23.01 of this Agreement to a spouse and dependents who are receiving a supplementary monthly top up payment provided under Section 25.03.

These benefits shall continue at the annual amounts the deceased member would have normally received resulting from any negotiated revisions to the agreement between the Board and the Association. They shall cease, however, upon the event that such spouse remarries or when such spouse reaches the age of sixty-five (65) years. They shall also cease for such dependent children when they cease to be dependent as herein defined.

Any supplementary payments being made for the benefit of a surviving child or children or deceased member, or the spouse of such deceased member, shall be made payable to or for the benefit of such child or children to a guardian or other legal representative, or to the Public Trustee, until such time as such child or children are no longer dependent, as defined in Article 25.01 herein.

- a) In the case where there is more than one (1) dependent child, as defined in Article 25.01 herein, the supplementary monthly benefit shall be divided equally per stirpes among the deceased member's eligible dependent children, as defined in Article 25.01 herein.
- b) Should an eligible dependent child, as defined in Article 25.01 herein, become totally disabled as defined in Article 25.02 then such dependent child is deemed to be less than twenty-one (21) years of age for so long as the total disability continues for O.M.E.R.S. purposes.

ARTICLE 26 – CLOTHING ALLOWANCE

26.01 The Board will provide complete summer and winter uniforms to Police Officers as required and requested. A summary list of summer and winter uniform and equipment shall be decided upon by the Chief of Police and the Association.

26.02 Police Officers working in plain clothes shall receive an allowance of one thousand dollars (\$1000.00). Staff Sergeants shall receive an allowance of \$300.

26.03 The Board will pay for all cleaning of police uniforms as follows:

- a) Trousers and tunic – twice a month
- b) Civilian suits or jackets – once a month or as required and approved
- c) Coats or winter jackets – once a month or as required and approved
- d) Uniform white dress shirts – as required and approved

- 26.04 The Board shall pay for personal items requiring repair or replacement including glasses and watches if damaged while the member is executing his/her duties as a Police Officer except in the case of willful or careless damage.

ARTICLE 27 – MEAL ALLOWANCE

- 27.01 When a member is required to remain on duty for a period of more than four (4) consecutive hours beyond the member's normal tour of duty, the member shall be paid a meal allowance of fifteen dollars (\$15.00) and the same for each additional five (5) consecutive hours.
- 27.02 When a member is required to be out of town and on duty during the member's mealtime and at more than 25km from the CPS (107 King St W, Cobourg), he/she shall be paid a meal allowance. Meal allowances, subject to approval by Chief, will be reimbursed, up to the following amounts:

Breakfast	6:00 a.m. – 9:30 a.m.	\$12.00
Lunch	11:00 a.m. – 2:00 p.m.	\$18.00
Dinner	5:00 p.m. – 9:00 p.m.	\$36.25

Total allowance for meals shall not exceed sixty-six dollars and twenty-five cents (\$66.25) in one (1) day. Original itemized receipts must be provided, to receive reimbursement. No reimbursement will be made beyond the maximum daily allowance. The amount for any meal provided during course of learning will be deducted from maximum daily meal allowance.

Upon approval by the Chief, when a member is out of town for more than twenty-four (24) hours consecutively, the daily limit can be applied without restriction per meal.

ARTICLE 28 – MILEAGE ALLOWANCE

- 28.01 If a member is required by the Chief of Police, or his/her designate, to use the member's personal motor vehicle, the member shall be paid at the kilometre rate payable in accordance with the Town of Cobourg's policy (the rate set by Canada Customs and Revenue Agency for the first 5,000 kilometres per year less \$0.03 per kilometre). The member has the right to refuse to use his/her personal motor vehicle for police duties.

ARTICLE 29 – COURSE ALLOWANCE

- 29.01 Any member required to attend a recognized Police training course, with prior approval of the Chief of Police shall receive his/her full salary plus an allowance of one hundred dollars (\$100.00) per week for each week in attendance.
- 29.02 Any member required to attend the Ontario Police College, the Canadian Police College or other courses, shall be paid travel allowance in accordance with Article 28.01 per kilometre from the Cobourg Police Office to the location of the course, and return, for one (1) round trip during the period of the course. The member shall endorse over to the Board any amount received from the College for travel costs.
- 29.03 Any member required to attend Durham College for training with the approval of the Chief of Police, or seconded to another police service, shall receive his/her full salary plus all expenses. The service will provide a vehicle for transportation and in lieu of such transportation; shall pay the member a travel allowance in accordance with Article 28.01 per kilometre from the Cobourg Police Office and return each day.
- 29.04 Any member who successfully completes a recognized course, with courses being approved in writing by the Chief of Police as being related or beneficial to the Police Service, shall be paid an amount equal to the tuition costs of such course.

- 29.05 All necessary equipment required by the College or Institution will be supplied. Where living accommodations or meals are not provided by the College or Institution, a reasonable amounts of living allowance plus expenses, must be approved by the Chief of Police. Where two or more members attend the same training location, the members shall be allocated separate sleeping accommodations unless otherwise requested.
- 29.06 A member attending recruit training at the Ontario Police College is responsible for all costs including tuition related to such training.

ARTICLE 30 – LIABILITY & TRAVEL INSURANCE

- 30.01 The Board shall provide and shall pay the full premium cost of liability insurance to cover awards for both property damage and personal injury damage which may be assessed against any member, including party and party costs, in any civil action against such member while in the performance of his/her duties as a Police Officer of the Police Service.
- 30.02 The Board shall provide insurance coverage for any member who is required by the Board to travel to and from the Ontario Police College or any other such training institution where the member may be enrolled by the Chief of Police.

ARTICLE 31 – WORKPLACE SAFETY AND INSURANCE BOARD

- 31.01 Members' receiving temporary total disability compensation benefits from the Workplace Safety and Insurance Board (WSIB), or where the Board receives such compensation benefits on behalf of the member in lieu of salary, the member shall:
- a) Continue to receive those benefits as provided under Article 23 of this Agreement;
 - b) Continue to accrue seniority;
 - c) Receive a top up payment from the Board equivalent to the difference between the sum total of the Workplace Safety and Insurance Board benefits the member may receive to 100% of the actual average salary the member received during the six months prior to the commencement of the Workplace Safety and Insurance Board benefit.
- 31.02 Such benefit payments of this agreement shall continue only while the member is receiving temporary total disability compensation from the Workplace Safety and Insurance Board, and shall terminate at such time as either an award for payment total disability or permanent partial disability is made to the member by the Workplace Safety and Insurance Board, or when the member returns to active employment, whichever should first occur.
- 31.03 For a greater certainty, no member shall be better off or worse off than any member who continues on active duty with the Cobourg Police Service.
- 31.04 In case of injury at work the member shall complete a Town of Cobourg "Employee Incident/ Accident/ Injury/ Disease Report" at the time of the incident, or as soon as the member is capable of doing so. Where a WSIB Employers Report of Injury/Disease (Form 7) is required, the employer will provide the worker with a copy of the completed form. Subsequently, the worker will provide the employer with a completed copy of the WSIB Worker's Report of Injury/Disease (Form 6).
- 31.05 Any accumulated annual leave and statutory leave not used due to the member being absent from work for an extended period, making the use of this time impossible, shall be paid out in full the first pay in December of that year.

ARTICLE 32 – LEGAL COUNSEL

32.01 The Board shall indemnify a member of the Police Service for the necessary and reasonable legal costs incurred for:

- a) Criminal or Statutory Offences: Members charged with and finally acquitted of a criminal or statutory offence either Provincial or Federal, because of acts done in the attempted performance in good faith of their duties as police officers, shall be indemnified for the necessary and reasonable costs incurred in the defence of such charges.

Notwithstanding the above clause, the Board may refuse payment otherwise authorized where the actions of the officer from which the charges arose amounted to a gross dereliction of duty or deliberate abuse of their powers as police officers.

- b) Where a member is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of their duties as a police officer, 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 and/or the Cobourg Police Services Board is not joined in the action as a party pursuant to the Police Services Act, and the Chief of Police and/or the Cobourg Police Services Board does not defend the action on behalf of himself/herself and/or themselves and of the member as joint tortfeasors at the Board's sole expense; or
 - 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 for them to act for both the Chief of Police and the member in that action.
- c) Coroner's Inquest: Members whose conduct is called into question in the course of an inquiry under the Coroners Act because of acts done in the attempted performance in good faith of their duties as police officers shall be indemnified for the necessary and reasonable costs incurred in representing their interests in any such inquest.

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

- a) Grievances or complaints under the Collective Agreement between the Cobourg Police Services Board and the Cobourg Police Association or under the Police Services Act.
- b) The actions or omissions of members acting in their capacity as private citizens.

32.03 During a Special Investigations Unit (S.I.U.) investigation, the Board recognizes the necessity of providing immediate legal advice to members of the Cobourg Police Service, who as a result of police duties, may be directly or indirectly involved in an occurrence investigated under the provisions of Part VII of the Police Services Act. The Board agrees that legal counsel, as approved by the Board, shall be provided at the Board's expense for the initial interview. Further legal counsel shall be provided at the sole discretion of the Board.

ARTICLE 33 – DISCIPLINARY ACTION

33.01 No member shall be subject to any disciplinary matter which results in an official entry in the member's personnel file without the offer of representation from an Association Executive Member during the proceedings. Such member shall be made aware of his rights prior to the proceedings by being informed with the following statements: "You are the subject of a disciplinary matter. You have the right to have an Association Executive Member present during this procedure. Do you understand? Do you want an Association Executive Member present now?"

- 33.02 Each member shall be entitled to review his/her personnel file with the Chief of Police upon reasonable notice.
- 33.03 All disciplinary matters placed in a member's personnel file shall be removed from the file and destroyed when the member has completed two (2) consecutive years without any new disciplinary matters being noted.

ARTICLE 34 – LOCKERS AND LUNCHROOM

- 34.01 The Board will provide a lunch and locker room with lockers large enough for the storage of clothing and other necessary items. Each locker shall be equipped with a suitable lock.

ARTICLE 35 – DEDUCTION OF ASSOCIATION DUES

- 35.01 The Board will deduct the regular monthly Association dues from the pay of each member who authorizes such deduction in writing. Amounts so deducted will be forwarded to the Treasurer of the Association.
- 35.02 Authorization for deduction of the Association dues shall be made on copies of the following form:

“Authorization for Deduction of Association Dues”

I, _____, hereby authorize the Cobourg Police Services Board to deduct from the pay due me each calendar month the sum of the monthly dues as certified by the Association and to pay the said sum to the Treasurer of the said Association.

Date: _____ Signed: _____

ARTICLE 36 – GRIEVANCE PROCEDURE

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

designate committee. Within thirty (30) days of receipt of the written grievance, the Board's designated committee will meet with the appointed representatives of the Association to discuss the grievance. Within one (1) week of the meeting, a written reply to the grievance will be given to the Association by the Board's designated committee.

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

ARTICLE 37 – COPIES OF AGREEMENT

37.01 A scanned and searchable signed copy of the Collective Agreement will be stored and available electronically.

37.02 However, before printing of the final signed agreement, each party must proofread and approve same.

ARTICLE 38 – DURATION

38.01 The terms and conditions of this agreement shall remain in full force and effect from January 1st, 2021 to December 31, 2024 inclusive and from year to year thereafter until replaced or terminated as hereinafter provided.

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

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

ARTICLE 39 – NEW JOB POSTINGS WITHIN THE SERVICE

39.01 Where a vacancy or a new position above the rank of First Class Constable is created and such appointment may provide promotion for any member, notice shall be posted at appropriate locations, including all bulletin boards where possible for a minimum of fourteen (14) calendar days and a copy of the notice shall set out a job description of the position, qualifications required, wage rate and the date of posting and closing date.

39.02 All vacancies, including promotions and new positions shall be based on a fair and equal process to select the candidate.

ARTICLE 40 – TRAINING INITIATIVE

40.01 By October 01st of each year, Annual Use of Force training requirements for the next year will be identified and the hours of the training, forty-eight (48) hours at straight time, will be determined. It is with that understanding that those hours required will be assigned as Training Days and the member will be allowed to select those hours (48 hours) as a time off in conjunction with the normal Annual Leave selections.

When training is scheduled, the officers will be scheduled for training on days off but will not submit overtime.

ARTICLE 41 - CONTRACT BENEFITS UPON TERMINATION OF EMPLOYMENT

41.01 Should a member leave the Service during Contract Negotiations, that member shall be entitled to all retroactive pay or benefits up to and including the last day the member worked.

ARTICLE 42 – RESIGNATIONS

42.01 A member who has submitted a written resignation from the Service may withdraw the resignation within forty-eight (48) hours thereafter, excluding Saturday and Sunday, on written notice to the Chief, given either directly or through the Association.

ARTICLE 43 – DISBANDMENT

- 43.01 In the event that the municipal council requests that the police service governed by this collective agreement be disbanded, the parties agree that they shall meet and negotiate, in good faith, concerning issues of concern arising from disbandment. These negotiations shall be without prejudice to the position of either party concerning any issues.
- 43.02 The parties agree that the issues to be negotiated may include, but are not limited to:
- (a) Costs, if any, relating to transfers or pensions;
 - (b) Severance arrangements for members not offered employment by the Ontario Provincial Police;
 - (c) Provisions dealing with members who are absent from duty by virtue of illness or injury;
 - (d) Provisions dealing with the continuation of existing rights of retired members.
- 43.03 The parties agree that nothing in this Article shall prejudice their rights under Section 40 of the *Police Services Act*.

ARTICLE 44 - WELLNESS GROUP

- 44.01 The Board will direct the Chief to create a uniform wellness committee in conjunction with Association representation. The committee will report on progress, quarterly, to the Board. The civilian committee's mandate will be determined on to-be-established terms of reference.

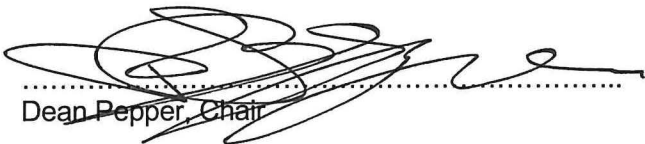
ARTICLE 45 - RETIREMENT ALLOWANCE

A member who is in their last ten (10) years of service can transfer into their retirement bank, up to five hundred 500 hours.

SIGNATURES

Signed this 14th day of January, 2021, in the Town of Cobourg.

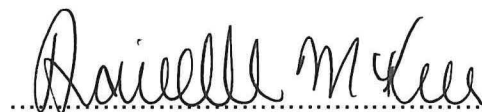
COBOURG POLICE SERVICES BOARD:


.....
Dean Pepper, Chair

COBOURG POLICE ASSOCIATION:


.....
Frank Francella, President


.....
Katie Darling, Executive Assistant


.....
Danielle McKeen, Vice-President

2021 to 2024 Pay Scale - Uniform

			January 1, 2020		
Job Classification				Hourly	Responsibility Pay
					Responsibility Hourly
Staff Sgt	(118% of 1st Class)		\$ 118,497.0908	\$ 56.9698	
23 yrs +	9%				\$ 9,037.9101
16 - 22 yrs	6%				\$ 6,025.2805
8 - 15 yrs	3%				\$ 3,012.6403
CIB Sergeant	(114% of 1st Class)		\$ 114,480.2403	\$ 55.0386	
23 yrs +	9%				\$ 9,037.9101
16 - 22 yrs	6%				\$ 6,025.2805
8 - 15 yrs	3%				\$ 3,012.6403
Sergeant	(112.5% of 1st Class)		\$ 112,973.9213	\$ 54.3144	
23 yrs +	9%				\$ 9,037.9101
16 - 22 yrs	6%				\$ 6,025.2805
8 - 15 yrs	3%				\$ 3,012.6403
Det. Constable	(106% of 1st Class)		\$ 106,446.5392	\$ 51.1762	
23 yrs +	9%				\$ 9,037.9101
16 - 22 yrs	6%				\$ 6,025.2805
8 - 15 yrs	3%				\$ 3,012.6403
1st Class Constable		100%	\$ 100,421.2634	\$ 48.2795	
23 yrs +	9%				\$ 9,037.9101
16 - 22 yrs	6%				\$ 6,025.2805
8 - 15 yrs	3%				\$ 3,012.6403
2nd Class Constable		90%	\$ 90,379.1371	\$ 43.4515	
3rd Class Constable		80%	\$ 80,337.0107	\$ 38.6236	
4th Class Constable		70%	\$ 70,294.8844	\$ 33.7956	
Cadet in Training		50%	\$ 50,210.6317	\$ 24.1397	

2021 to 2024 Pay Scale - Uniform

			January 1, 2021				January 1, 2022			
Job Classification			2.00%	Hourly	Responsibility Pay	Responsibility Hourly	2.00%	Hourly	Responsibility Pay	Responsibility Hourly
Staff Sgt	(118% of 1st Class)		\$ 120,867.0326	\$ 58.1092			\$ 123,284.3733	\$ 59.2713		
23 yrs +	9%				\$ 9,218.6720	\$ 4.4321			\$ 9,403.0454	\$ 4.5207
16 - 22 yrs	6%				\$ 6,145.7813	\$ 2.9547			\$ 6,268.6969	\$ 3.0138
8 - 15 yrs	3%				\$ 3,072.8907	\$ 1.4774			\$ 3,134.3485	\$ 1.5069
CIB Sergeant	(114% of 1st Class)		\$ 116,769.8451	\$ 56.1393			\$ 119,105.2420	\$ 57.2621		
23 yrs +	9%				\$ 9,218.6720	\$ 4.4321			\$ 9,403.0454	\$ 4.5207
16 - 22 yrs	6%				\$ 6,145.7813	\$ 2.9547			\$ 6,268.6969	\$ 3.0138
8 - 15 yrs	3%				\$ 3,072.8907	\$ 1.4774			\$ 3,134.3485	\$ 1.5069
Sergeant	(112.5% of 1st Class)		\$ 115,233.3998	\$ 55.4007			\$ 117,538.0677	\$ 56.5087		
23 yrs +	9%				\$ 9,218.6720	\$ 4.4321			\$ 9,403.0454	\$ 4.5207
16 - 22 yrs	6%				\$ 6,145.7813	\$ 2.9547			\$ 6,268.6969	\$ 3.0138
8 - 15 yrs	3%				\$ 3,072.8907	\$ 1.4774			\$ 3,134.3485	\$ 1.5069
Det. Constable	(106% of 1st Class)		\$ 108,575.4700	\$ 52.1997			\$ 110,746.9794	\$ 53.2437		
23 yrs +	9%				\$ 9,218.6720	\$ 4.4321			\$ 9,403.0454	\$ 4.5207
16 - 22 yrs	6%				\$ 6,145.7813	\$ 2.9547			\$ 6,268.6969	\$ 3.0138
8 - 15 yrs	3%				\$ 3,072.8907	\$ 1.4774			\$ 3,134.3485	\$ 1.5069
1st Class Constable	100%		\$ 102,429.6887	\$ 49.2450			\$ 104,478.2824	\$ 50.2299		
23 yrs +	9%				\$ 9,218.6720	\$ 4.4321			\$ 9,403.0454	\$ 4.5207
16 - 22 yrs	6%				\$ 6,145.7813	\$ 2.9547			\$ 6,268.6969	\$ 3.0138
8 - 15 yrs	3%				\$ 3,072.8907	\$ 1.4774			\$ 3,134.3485	\$ 1.5069
2nd Class Constable	90%		\$ 92,186.7198	\$ 44.3205			\$ 94,030.4542	\$ 45.2069		
3rd Class Constable	80%		\$ 81,943.7509	\$ 39.3960			\$ 83,582.6260	\$ 40.1840		
4th Class Constable	70%		\$ 71,700.7821	\$ 34.4715			\$ 73,134.7977	\$ 35.1610		
Cadet in Training	50%		\$ 51,214.8443	\$ 24.6225			\$ 52,239.1412	\$ 25.1150		

2021 to 2024 Pay Scale - Uniform

			January 1, 2023				July 1, 2023			
Job Classification			1.00%	Hourly	Responsibility Pay	Responsibility Hourly	1.25%	Hourly	Responsibility Pay	Responsibility Hourly
Staff Sgt	(118% of 1st Class)		\$ 124,517.2170	\$ 59.8640			\$ 126,073.6822	\$ 60.6123		
23 yrs +	9%				\$ 9,497.0759	\$ 4.5659			\$ 9,615.7893	\$ 4.6230
16 - 22 yrs	6%				\$ 6,331.3839	\$ 3.0439			\$ 6,410.5262	\$ 3.0820
8 - 15 yrs	3%				\$ 3,165.6920	\$ 1.5220			\$ 3,205.2631	\$ 1.5410
CIB Sergeant	(114% of 1st Class)		\$ 120,296.2944	\$ 57.8348			\$ 121,799.9981	\$ 58.5577		
23 yrs +	9%				\$ 9,497.0759	\$ 4.5659			\$ 9,615.7893	\$ 4.6230
16 - 22 yrs	6%				\$ 6,331.3839	\$ 3.0439			\$ 6,410.5262	\$ 3.0820
8 - 15 yrs	3%				\$ 3,165.6920	\$ 1.5220			\$ 3,205.2631	\$ 1.5410
Sergeant	(112.5% of 1st Class)		\$ 118,713.4484	\$ 57.0738			\$ 120,197.3665	\$ 57.7872		
23 yrs +	9%				\$ 9,497.0759	\$ 4.5659			\$ 9,615.7893	\$ 4.6230
16 - 22 yrs	6%				\$ 6,331.3839	\$ 3.0439			\$ 6,410.5262	\$ 3.0820
8 - 15 yrs	3%				\$ 3,165.6920	\$ 1.5220			\$ 3,205.2631	\$ 1.5410
Det. Constable	(106% of 1st Class)		\$ 111,854.4492	\$ 53.7762			\$ 113,252.6298	\$ 54.4484		
23 yrs +	9%				\$ 9,497.0759	\$ 4.5659			\$ 9,615.7893	\$ 4.6230
16 - 22 yrs	6%				\$ 6,331.3839	\$ 3.0439			\$ 6,410.5262	\$ 3.0820
8 - 15 yrs	3%				\$ 3,165.6920	\$ 1.5220			\$ 3,205.2631	\$ 1.5410
1st Class Constable	100%		\$ 105,523.0653	\$ 50.7322			\$ 106,842.1036	\$ 51.3664		
23 yrs +	9%				\$ 9,497.0759	\$ 4.5659			\$ 9,615.7893	\$ 4.6230
16 - 22 yrs	6%				\$ 6,331.3839	\$ 3.0439			\$ 6,410.5262	\$ 3.0820
8 - 15 yrs	3%				\$ 3,165.6920	\$ 1.5220			\$ 3,205.2631	\$ 1.5410
2nd Class Constable	90%		\$ 94,970.7587	\$ 45.6590			\$ 96,157.8932	\$ 46.2298		
3rd Class Constable	80%		\$ 84,418.4522	\$ 40.5858			\$ 85,473.6829	\$ 41.0931		
4th Class Constable	70%		\$ 73,866.1457	\$ 35.5126			\$ 74,789.4725	\$ 35.9565		
Cadet in Training	50%		\$ 52,761.5326	\$ 25.3661			\$ 53,421.0518	\$ 25.6832		

2021 to 2024 Pay Scale - Uniform

			January 1, 2024				July 1, 2024			
Job Classification			1.00%	Hourly	Responsibility Pay	Responsibility Hourly	1.25%	Hourly	Responsibility Pay	Responsibility Hourly
Staff Sgt	(118% of 1st Class)		\$ 127,334.4190	\$ 61.2185			\$ 128,926.0993	\$ 61.9837		
23 yrs +	9%				\$ 9,711.9472	\$ 4.6692			\$ 9,833.3466	\$ 4.7276
16 - 22 yrs	6%				\$ 6,474.6315	\$ 3.1128			\$ 6,555.5644	\$ 3.1517
8 - 15 yrs	3%				\$ 3,237.3157	\$ 1.5564			\$ 3,277.7822	\$ 1.5759
CIB Sergeant	(114% of 1st Class)		\$ 123,017.9981	\$ 59.1433			\$ 124,555.7230	\$ 59.8826		
23 yrs +	9%				\$ 9,711.9472	\$ 4.6692			\$ 9,833.3466	\$ 4.7276
16 - 22 yrs	6%				\$ 6,474.6315	\$ 3.1128			\$ 6,555.5644	\$ 3.1517
8 - 15 yrs	3%				\$ 3,237.3157	\$ 1.5564			\$ 3,277.7822	\$ 1.5759
Sergeant	(112.5% of 1st Class)		\$ 121,399.3402	\$ 58.3651			\$ 122,916.8319	\$ 59.0946		
23 yrs +	9%				\$ 9,711.9472	\$ 4.6692			\$ 9,833.3466	\$ 4.7276
16 - 22 yrs	6%				\$ 6,474.6315	\$ 3.1128			\$ 6,555.5644	\$ 3.1517
8 - 15 yrs	3%				\$ 3,237.3157	\$ 1.5564			\$ 3,277.7822	\$ 1.5759
Det. Constable	(106% of 1st Class)		\$ 114,385.1561	\$ 54.9929			\$ 115,814.9705	\$ 55.6803		
23 yrs +	9%				\$ 9,711.9472	\$ 4.6692			\$ 9,833.3466	\$ 4.7276
16 - 22 yrs	6%				\$ 6,474.6315	\$ 3.1128			\$ 6,555.5644	\$ 3.1517
8 - 15 yrs	3%				\$ 3,237.3157	\$ 1.5564			\$ 3,277.7822	\$ 1.5759
1st Class Constable	100%		\$ 107,910.5246	\$ 51.8801			\$ 109,259.4062	\$ 52.5286		
23 yrs +	9%				\$ 9,711.9472	\$ 4.6692			\$ 9,833.3466	\$ 4.7276
16 - 22 yrs	6%				\$ 6,474.6315	\$ 3.1128			\$ 6,555.5644	\$ 3.1517
8 - 15 yrs	3%				\$ 3,237.3157	\$ 1.5564			\$ 3,277.7822	\$ 1.5759
2nd Class Constable	90%		\$ 97,119.4722	\$ 46.6921			\$ 98,333.4656	\$ 47.2757		
3rd Class Constable	80%		\$ 86,328.4197	\$ 41.5040			\$ 87,407.5249	\$ 42.0228		
4th Class Constable	70%		\$ 75,537.3672	\$ 36.3160			\$ 76,481.5843	\$ 36.7700		
Cadet in Training	50%		\$ 53,955.2623	\$ 25.9400			\$ 54,629.7031	\$ 26.2643		