

COLLECTIVE AGREEMENT (UNIFORM)
January 1, 2024 to December 31, 2028

BETWEEN:

The Peterborough Police Service Board

AND

The Peterborough Police Association

Executed: April 29th, 2024

(Date of ratification: March 4, 2024)



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AGREEMENT made in duplicate this 29th day of April, 2024.

BETWEEN:

THE PETERBOROUGH POLICE SERVICE 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 Police Service excepting the Chief of Police, the Deputy Chief of Police, Members of the Peterborough Police Service Senior Officers Association and those Members covered by the Civilian Agreement and is made pursuant to the **Police Services Act**.

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 from 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 practiced upon members of the Service by any of its members or representatives.
- d) The Board agrees to authorize a deduction for Association dues from the pay of every member of the Service within the scope of this agreement and to transmitting the total amount of such deductions to the Association by the end of the month in which such deductions are made provided that the member signs and delivers an authorization to the City Treasurer so to do.

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 there shall be no discrimination or harassment in accordance with the Ontario Human Rights Code.

2.4 Community Safety and Policing Act (CSPA)

The parties acknowledge that the Police Services Act is being repealed and replaced with the Community Safety and Policing Act, S.O. 2019, c.1, Sched 1 effective April 1, 2024. The parties agree that any reference in this agreement to the Police Services Act shall be deemed amended to read the Community Safety and Policing Act on April 1, 2024.

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) Lunch periods will be in accordance with Article 11(c).
- 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 (3) months of continuous service as a plainclothes constable in the Criminal Investigation Division, or as an Identification Officer, or as the Police Court Coordinator, members shall be paid at 106% of the First Class Constables salary.

Effective January 1, 2024, Members who are assigned as an Investigative Services Sergeant shall be paid at 117% of a first class constable.

Effective January 1, 2024, Members who are assigned as an Investigative Services Staff Sergeant shall be paid at 129% of a first class constable.

- e) Members who are so reassigned within twelve (12) 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.
- f) The duration of a workday 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; ie: The Ontario Police College, The Canadian Police College, The Centre of Forensic Sciences, etc.
- g) The Board shall pay a premium of five hundred dollars (\$500.00) 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 they feel appropriate.
- h) The Board shall pay a premium of two hundred and fifty dollars (\$250), increasing to three hundred dollars (\$300) per annum commencing January 1, 2022, and to three hundred and fifty dollars (\$350) per annum commencing January 1, 2023, to

members who have and who maintain the following designations: intoxilyzer technician, use of force trainer, negotiator, drug recognition trainer, scene of crime officer, fitness appraiser, radar/lidar trainer, Glock Armourist, C8 Armourist, shotgun Armourist, Technical investigator, RPAS Pilot and members of the Crowd Management Team. Premium to be paid the first pay period in November.

- i) Effective January 1, 2024, the Board shall pay a premium of \$350 to members of the Canine Unit, the Emergency Response Team, Drug Recognition Expert designated officers and Level 4 Traffic Reconstruction Officers, increasing to \$1,000 effective January 1, 2025.
- j) Effective January 1, 2024, any Forensic Identification Officer who is scheduled to be on call shall receive \$2500 per year.
- k) Effective January 1, 2024, members who work 11 hour days and 12 hour nights shall be entitled to 18 hours of time off to be added to their annual holiday bank.

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. An additional ten (10) days, each year, may be granted with pay at the discretion of the Chief in special circumstances.
- b) 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 to be used as part of the entitlement in the Uniform Agreement. An additional five (5) days, each year, may be granted with pay at the discretion of the Chief in special circumstances.
- c) The granting of time to meet the requirements of Article 4 (a)(b) shall only be with the approval of the Chief of Police.

ARTICLE 5 – Extra Duty Assignments

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

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. Hours worked as a part-time civilian member will be calculated to full-time equivalent hours, with the accumulation of 2080 hours equaling one (1) year seniority.

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** as amended from time to time, as a Police Officer. Where service is broken by more than twenty-four (24) consecutive months, only the current service with the Peterborough Police Service shall be taken into account. For the purposes of placement on Holiday Signing Lists, only service with the Peterborough 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) Effective January 1, 2024, Members regularly assigned to perform their duties in plainclothes shall receive a clothing reimbursement of \$1,200.00 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) Effective January 1, 2024, Members temporarily assigned or promoted partially throughout the year to perform their duties in plainclothes shall receive a clothing allowance of \$100.00 per month, pro-rated at \$3.29 per day to a maximum of \$100.00 for any given month during such assignment, such allowance shall not exceed \$1,200.00 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 Police Service 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) Any Member who, for operational reasons, is unable to take their lunch, shall be permitted to reschedule their lunch period with approval of their supervisor. If rescheduling is not possible, the Member will be paid at straight time for any portion of the lunch break not taken.

Members shall be entitled to the following lunch periods based on duration of scheduled shift;

8 hour shift – 1 hour lunch

10 hour shift – 1 hour lunch

11 hour shift – 1.25 hour lunch

12 hour shift – 1.5 hour lunch

d) Banked time shall mean all overtime, court time and call out time that the Member deposits to their time bank. Members may ask their Divisional Commander via written request to have their time bank reduced by cashing in the bank or part thereof. Such written request shall be delivered to their Divisional Commander, or designate, at least two (2) 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 first pay period in December of that year.

- e) 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.

- f) Members of the Service who are called for duty during the period of annual leave, statutory leave or rest days contiguous to the annual or statutory leave, shall be entitled for each such call out a maximum allowance of twenty (20) extra hours pay for each day. 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.
- g) 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.
- h) 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 they elect to take time off in lieu thereof and deposits their 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 their Supervisor.
- i) 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 \$15.00, shall be allowed. A Meal Allowance, not to exceed \$15.00, shall be provided for each additional four (4) hours.

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.
- 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 10:00 a.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) Effective on the date of ratification, Members required to attend court after their scheduled night shift shall, in the discretion of their supervisor, which discretion shall be exercised reasonably, be entitled to adjust such night shift hours to allow eight (8) hours off from the end of the night shift to the start time of court. For clarity, if a member is required in court at 10:00 am, the night shift shall be adjusted so that an eleven hour shift shall commence at 3:00 pm, and conclude at 2:00 am.
- e) Members off-duty receiving Workplace Safety and Insurance Board benefits will not receive off-duty court time credits.
- f) Continuous court duty beyond the termination of a shift, while on the day shift shall be recorded as overtime.
- g) Any member required to attend court before their scheduled night shift shall be permitted eight (8) hours from their departure from court until commencement of their next night shift without any cost to the member, provided the member presents

a chit signed by the court sergeant or designate to the station commander upon completing their court duty that indicates the time at which the member departed court. This allowance will not be valid if the member calls in sick for the shift or remaining time.

- h) Retired Members of the Peterborough Lakefield Community Police Service or the Peterborough Police Service, who are required to attend legal proceedings, including but not limited to court, administrative tribunals, hearings, Coroner's Inquests and witness preparation 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.

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 seven (7) 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 with 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 twenty-one (21) 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 twenty-one (21) days following the reply of the Chief of Police or Designate. The Board shall issue a written decision within twenty-eight (28) 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 fourteen (14) 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. The grieved member is entitled through the Grievance Procedure herein, to have present on their 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 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 for each twenty-four (24) month period as follows: Effective January 1st, 2023, coverage shall be increased to \$550.00. Effective on the date of ratification, the allowable benefit shall be \$750, increasing to \$1,000 effective January 1, 2025. For 2024, this shall include laser eye surgery. In addition, effective on the date of ratification, the cost of one eye examination will be covered every twenty-four (24) months to a maximum of one hundred and thirty dollars (\$130.00).
 - (ii) Effective on January 1, 2025, the Board to provide \$3,000 (three thousand dollars) lifetime to be applied toward the cost of laser eye surgery. Effective January 1, 2025, members shall not be permitted to apply the vision care benefit of \$1,000 toward laser eye surgery.
 - (iii) 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.
 - (iv) Erectile Dysfunction medication – effective on the date of ratification, maximum of three thousand (\$3,000) per year.
 - (v) Electronic Insulin Delivery System and Blood Glucose Monitoring Device – effective on the date of ratification, \$3,000 maximum in addition to the coverage identified by the carrier.

(vi) 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 – Effective on January 1st 2023, the maximum amount shall be \$750.00 per person per calendar year including dependents. Effective on the date of ratification, the amount shall increase to \$800 per year, increasing to \$825 on January 1, 2025 and to \$850 on January 1, 2026.
- Speech Pathologist – Maximum amount allowable \$600.00 per person per calendar year.
- Chiropractor/Osteopath/Chiropodist/Podiatrist/Naturopath – Effective on January 1st 2023, the maximum amount shall be \$750.00 per person per calendar year including dependents. Effective on the date of ratification, the amount shall increase to \$800 per year, increasing to \$825 on January 1, 2025 and to \$850 on January 1, 2026.
- For x-rays by a chiropractor \$100.00 per person per calendar year.
- Nutrition Counselling – Maximum amount allowable \$600.00 per person per calendar year.
- Physiotherapy – Effective on the date of ratification, maximum amount allowable of one thousand dollars (\$1,000.00) per person per calendar year including dependents.
- Psychologist/psychotherapist/registered social worker – A member who has reached the annual limit of \$3,000.00 under the benefit plan shall be provided with an additional 10 sessions with the members' treating health care professional, which the Board shall fund through the internal EAP plan. Upon receiving a recommendation from the treating health care professional that additional sessions beyond those already covered would be of benefit to the member, the Chief may approve direct funding for such additional sessions, and such approval shall not be unreasonably withheld.

Dependents: \$3,000.00 per person.

Occupational Therapist – Effective on the date of ratification, maximum amount allowable of one thousand dollars (\$1,000) per calendar year, including dependents.

d) Dental Plan

- (i) Dental Plan coverage 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) Dental Plan coverage for Orthodontics being shared risk on a fifty percent (50%) basis to a maximum of Three Thousand Five Hundred (\$3,500.00) lifetime, increasing to four thousand (\$4,000) effective on the date of ratification. Such payment of premiums as based upon the Ontario Dental Fee Schedule for one (1) year prior to the current year.
 - (iii) Effective January 1st 2022, major restorative including crowns and bridges to a maximum of \$1,500.00 per person per year being shared risk on a 50% basis. Effective January 1st 2023, the maximum amount shall be increased to \$2,000.00, increasing to three thousand dollars (\$3,000) effective on the date of ratification.
- 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. Retiring Members shall continue to receive the benefits of Article 14(d), to age sixty-five (65) years and 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 Dependent 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) 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 total of five hundred

(\$500.00) every three (3) years, increasing to \$1,000 on the date of ratification. Benefit includes dependents.

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 have retired on an unreduced OMERS pension or an OMERS disability pension subsequent to December 31, 2009.
- (ii) The retiring Member must at all times meet the eligibility requirements for a Health Care Spending Account as established by the Board.
- (iii) The Health Care Spending Account shall be provided at an annual maximum amount of two thousand five hundred dollars (\$2,500) per eligible retired Member commencing on the Member's sixty-fifth (65th) birthday and terminating on the Member's seventy fifth (75th) birthday, or the Member's death, whichever first occurs.

Members who retire on or after January 1st 2019, the annual maximum amount of the Health Care Spending Account shall be three thousand dollars (\$3,000) per eligible retired Member.

Members who retire on or after January 1st 2024, the annual maximum amount of the Health Care Spending Account shall be three thousand five hundred dollars (\$3,500) per eligible retired Member.

The annual Health Care Spending Account is not accumulative from year to year.

- (iv) The Health Care Spending Account may be used by the eligible Member or their spouse. The Member's spouse's entitlement to use the Member's Health Care Spending account shall end on the Member's seventy fifth (75th) 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.
- (v) The Health Care Spending Account shall be used only to reimburse an eligible Member or their 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 applicable amount referenced in (iii) above. 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.

- (vi) 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.
- (vii) In order to receive reimbursement for eligible medical or dental expenses, the Member must submit documentation as may be required by the plan administrator.

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 four (4) eight (8) hour training days each year. They will be required to complete an additional eight (8) hours of training throughout the year to be completed on the member's own time. This training will either be assigned by the Training Sergeant or shall be agreed upon training between the individual officer and the Divisional Commander or their delegate (Training Sergeant). In lieu thereof, members working the uniform twelve (12) hour platoon schedule shall receive forty-six (46) hours of annual leave.
- k) Members of the Service eligible for vacation with pay shall receive one hundred and four (104) hours additional vacation in lieu of statutory holidays, such statutory holidays being named as follows:

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

Or any other day that is proclaimed as a Statutory Holiday by either the Federal or Ontario Provincial government or a day proclaimed as a Civic Holiday by the City of Peterborough. Such proclaimed days will be added to section k) above.

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 (1 ½) 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 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 \$40.00.
- 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 ("WSIB") payments and the supplemental payment, after tax, shall equal the regular wages, including statutory holidays and vacation pay, that the Members would have received had they been on duty, after tax for a period of four (4) months of salary continuance. After four (4) months, WSIB will pay the employee directly for approved lost wages and the Police Service will top up the remaining pay to equal the regular wages, including, subject to 16(d)(iii) and (iv) below, statutory holidays and vacation pay, that the Members would have received had they been on duty, after tax. The wage top up shall continue from the date that the member is approved for and is in receipt of WSIB benefits until the date that the member is eligible to retire on an unreduced OMERS pension with 35 years of service. If the claim is denied by WSIB, the Member shall reimburse the Board for any overpayment that may have occurred, with the repayment schedule to be agreed between the Board and the Member.
 - (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) such that they are thereby precluded from taking accrued and unused vacation and/or accrued and unused statutory holiday time (which are collectively referred to as accrued and unused vacation time in the Article) in the year in which the injury occurred, including time that was booked at the time of the member's injury, such accrued and unused vacation shall be deferred until the member returns to duty. In this event, such deferred vacation will be scheduled by the member, subject only to the operational needs of the Service as determined by the Chief. If a member in these circumstances never returns to duty, the accrued and unused vacation will be paid out in cash upon retirement of the member. For clarity, accrued and unused vacation means full vacation entitlement, pro-rated to the number of months or part months the member is actively working during the year, less vacation or statutory holiday time taken by the member in the year. In the event that a member covered by this paragraph (iii) has used more vacation than the member has earned in the year, there shall be no claw back of such used but

unearned vacation time. In all other cases, pro-rating shall only apply if the member is off work on an approved WSIB claim for a total of one month or more.

(iv) Where members are in receipt of benefits under subparagraph (i), for any full year subsequent to the year in which the injury occurred, there shall be no accrual of vacation entitlement or statutory holiday time during any such year.

(v) Where members return to duty after being in receipt of benefits under Article 16(d), they shall be entitled to take their vacation entitlement and statutory holiday time for the year, pro-rated to the number of months or part months they are actively working. For clarity, and by way of example, members who return to work on April 1 shall be entitled to 75% of their full vacation entitlement for the year. Pro-rating shall only apply if the member is off work on an approved WSIB claim for a total of one month or more.

(vi) Clauses (iii), (iv) and (v) above are effective upon the date of ratification.

e) Members shall be entitled to 3 Health and Wellness days. Such days shall be considered to be Sick Days and shall be counted against the member's Sick Day entitlement. Such days shall not be cumulative.

In this By-Law, references to the City in sections 3, 4, 6, 7 and 8, where it refers to Employer – Employee relationships, "City" shall mean "The Peterborough Police Service 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 the leave is one working 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) working 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. Where a member is entitled to five (5) working days leave, the days shall commence on the day of the death or the next day, at the member's option. For the purposes of the below noted relationships, step relationships and in loco parentis will be recognized.

In loco parentis is defined as:

A person who, though not the natural parent, has acted as a parent to a child and may thus be liable to legal obligations as if they were a natural parent.

- (1) Member's spouse (includes same sex and/or common law) or son, daughter, father or mother, = five (5) days, to be taken consecutively unless otherwise requested by the member and agreed to by the Chief of Police in their sole discretion.
- (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, to be taken consecutively unless otherwise requested by the member and agreed to by the Chief of Police in their sole discretion.
- (3) Member's aunts, uncles and grandparents-in-law = one (1) day, to be taken no later than the day of the funeral unless otherwise requested by the member and agreed to by the Chief of Police in their sole discretion.

The Chief of Police may grant additional leave without pay for travel and 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 death.

If the bereavement period falls into a member's annual leave, leave will be extended as outlined in clauses (1), (2) and (3) at the Chief's discretion.

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 when required to stay overnight and approved by the Chief of Police pro-rated at ten dollars (\$10.00) per day over and above meal costs. This allowance will not be paid to recruits when attending recruit training at Ontario Police College.

Understanding that members may be responsible for their own transportation to and from course or seminars, members who drive their own vehicles to and from such courses or seminars will be compensated at the current per kilometre 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 training course at the Ontario Police College.

ARTICLE 19 – Pregnancy/Parental Leave

- 1) Pregnancy/Adoption and Parental Leave shall be granted in accordance with the **Employment Standards Act** (the Act). The following is intended to reflect the Act as amended. Where any conflict exists, the provision of the Act 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 Service Board.
 - b) A member subject to (a) above, shall be entitled to a pregnancy leave of up to seventeen (17) weeks duration, provided that only one adoptive parent per family shall be entitled to pregnancy leave, and provided that the adoption results in the child coming into the care/control and custody of the adoptive parent for the first time.
 - c) A member is entitled to such leave provided they make a written application, accompanied by a certificate from a qualified medical practitioner, attesting as to the expected delivery date or adoption date, at least two (2) weeks prior to the commencement of such leave. Pregnancy/adoption leave may commence at any time within seventeen (17) weeks of the expected delivery date or adoption date.
 - d) Where a medical emergency prevents the giving of two (2) weeks notice, the member may, nonetheless, commence their pregnancy/adoption leave provided however, that they provide, to the Chief, within two (2) weeks of the commencement of their leave a certificate from a duly qualified medical practitioner, attesting to the delivery date or adoption date, or expected delivery date or expected adoption date.
 - e) A member, who qualifies under (a) above, may make application at any time prior to two (2) weeks before the termination of their pregnancy/adoption leave, for a parental leave of up to sixty-one (61) weeks duration, commencing immediately upon the termination of their pregnancy/adoption leave.
 - f) The total leave available under clauses (b) and (e) shall be seventy-eight (78) weeks, ending no later than seventy-eight (78) weeks after the birth of the child.
 - g) A member, subject to (a) above, who is the parent of a child not entitled to pregnancy/adoption leave, shall be entitled upon giving at least two (2) weeks written notice to up to sixty-three (63) weeks of parental leave.

- h) Parental leave under (g) above may commence at any time up to seventy-eight (78) 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).
 - j) Members shall be allowed one (1) day paid leave upon the birth or otherwise coming into care/control of a child.
- 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 pregnancy/adoption leave, as provided under this collective agreement, and who is in receipt of Employment Insurance pregnancy/adoption 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 their 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 one (1) week Employment Insurance waiting period, and receipt by the Chief or their designate of proof that the member is in receipt of such benefits for a maximum period of fifteen (15) weeks.

During parental leave, the Board shall provide a supplementary parental benefit for a maximum period of ten (10) weeks while the member is in receipt of Employment Insurance standard parental benefits, equal to the difference between the Employment Insurance parental benefit paid to the member and eighty percent (80%) of the member's regular weekly rate of pay. In order to be eligible for this supplementary parental benefit, members shall provide confirmation of the Employment Insurance benefit. Should a member choose the Employment Insurance extended parental benefit option, this supplementary benefit will be limited to the amount that would be paid under the standard parental benefit option for ten (10) 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/adoption/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 not found guilty 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) Consistent with Section 50(2)(a) of the **Police Services Act**, 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 Board is not joined as a party to the action, and the Board does not defend the action on behalf of itself or,
 - (ii) The Board is joined as a party or it elects to defend on behalf of itself and the member, but the solicitor retained by the Board to act on behalf of it and the member, is of the opinion that it would not be prudent to act for both the Board and the member.
- 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 Police Service 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) Effective December 10th 2020, members who become a subject official in a Special Investigations Unit investigation are entitled to, up to seven thousand five hundred dollars (\$7500.00) for the purposes of necessary and reasonable legal costs as set out in article 20(i). 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 Service Board.
- k) Effective December 10th 2020, members who become a respondent officer in an Office of the Independent Police Review Director (OIPRD) ordered hearing may request reimbursement for up to seven thousand five hundred (\$7,500.00) dollars for the purposes of necessary and reasonable legal costs as set out in article 20(i). Notwithstanding the above, where a member is found guilty of a **Police Services Act** charge, no such reimbursement shall be provided.

ARTICLE 21 – Salaries

The Board agrees to pay salaries to the members in accordance with Appendix “2” hereto attached. The Board and the Association agree that in the calendar year in which there are twenty-six (26) bi-weekly payrolls to be produced, the annual salaries for Members of the Association shall be divided by twenty-six (26) to produce equal bi-weekly pays; and in the calendar years in which there are twenty-seven (27) bi-weekly payrolls to be produced, the annual salaries for Members of the Association shall remain divided by twenty-six (26) equal bi-weekly pays and paid on each of the twenty-seven (27) bi-weekly pays.

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.

ARTICLE 24 – Succession Planning

- a) Effective on the date of ratification of this Agreement, members who are eligible to retire on an unreduced OMERS pension and who provide an irrevocable written notice of a specific retirement date are to receive a lump sum payment of four (4) weeks pay for six (6) months notice or two (2) weeks pay for four (4) months notice.
- b) The Member shall provide such written notice of retirement to the Chief and to the Board.
- c) The lump sum payment referenced in a) shall be made within 30 days of the effective retirement date and shall be subject to statutory source deductions.

ARTICLE 25 – Front Line Patrol Premium

Effective January 1, 2025, any Member that has completed five (5) years of service with the Peterborough Police Service who is assigned to a front time patrol unit, and performs such duties on a regular basis, shall receive, in addition to other remuneration, a Front Line Patrol Premium of 1%.

Effective January 1, 2026, any Member that has completed five (5) years of service with the Peterborough Police Service who is assigned to a front time patrol unit, and performs such duties on a regular basis, shall receive, in addition to other remuneration, a Front Line Patrol Premium of an additional 1%, for a total of 2%.

Effective January 1, 2027, any Member that has completed five (5) years of service with the Peterborough Police Service who is assigned to a front time patrol unit, and performs such duties on a regular basis, shall receive, in addition to other remuneration, a Front Line Patrol Premium of an additional 1%, for a total of 3%.

The premium shall be applicable to members assigned to front line patrol units only. This shall include Sergeants and Staff Sergeants. For clarity, members of front line patrol units means Members whose night shifts regularly end after 12:00 midnight.

Where the member has not been performing the front line response duties for more than thirty continuous calendar days, except in the case of an approved WSIB claim, the premium shall be suspended and shall only be reinstated, and without any retroactive effect, once the member has returned to such duties for at least 14 consecutive shifts.

ARTICLE 26 - Term of Agreement


The terms and conditions herein contained shall remain in full force and effect from January 1st, 2024 until December 31st, 2028 except as specifically noted herein and thereafter until replaced by a new agreement, decision or award. Either party may give notice in writing, to the other party at any time after ninety (90) days before December 31st, in any one year, that it desires to bargain for a new agreement or amendments to the existing agreement. Within fifteen (15) days from the service of such notice, each party shall provide to the other party a list of the changes to the agreement it desires.

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

IN WITNESS THEREOF: The Board and the Members, as represented by the Association, have caused this instrument to be executed by their proper respective officers hereunto duly authorized the day and year shown above.

THE PETERBOROUGH POLICE SERVICE BOARD:


Dated at Peterborough, Ontario, this 29th day of April, 2024.



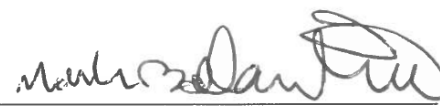
Mary ten Doeschate, Chair

THE PETERBOROUGH POLICE ASSOCIATION:

Dated at Peterborough, Ontario, this 29 day of April, 2024.



Jeff Chartier, President



Mark Ballantine, Vice-President

APPENDIX “1” – City of Peterborough By-Law 1988-252

(Complete document appended to the end of this agreement – 13 pages – link below)

https://bylaws.peterborough.ca/bylaws/getFNDoc.do?class_id=20&document_id=1978

APPENDIX "2" - Salary

Effective January 1, 2024, the Salary for a First Class Constable during the term of the Collective Agreement is set out below:

Date of Increase	% Increase	Annual Salary 1st Class PC
End 2023		\$109,090
January 1 st 2024	3	\$112,363
January 1 st 2025	3.25	\$116,015
January 1 st 2026	2.5	\$118,915
January 1 st 2027	3.25	\$122,780
January 1 st 2028	4	\$127,691

Numbers are rounded.

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%
18 months to achieve the pay of 3rd class constable.

Third Class Constable - 80%
For new recruits hired on January 1st 2020 or after the date of ratification, whichever is later, shall take 14 months to achieve the pay of second class constable.

Second Class Constable - 90%
For new recruits hired on January 1st 2020 or after the date of ratification, whichever is later, shall take 14 months to achieve the pay of first class constable.

First Class Constable - 100%

Sergeant - 113%

Staff Sergeant - 125%

**Appendix “A” (LTO Officers)
to the PPA Uniform 2024-2028 Collective Agreement**

Letter of Understanding

Between:

The Peterborough Police Service Board

and

The Peterborough Police Association

Long-Term Occasional (LTO) Officers

Pilot project

January 1, 2025 to December 31, 2028. The pilot project may only be renewed beyond December 31, 2028 if both parties agree.

The number of LTOs cannot exceed 12 LTO officers (3 per platoon) at any time.

A) 'Long-Term Occasional Officer' (LTO) means a Sworn Constable who was a Member of a police service in accordance with the provisions of the Police Services Act (PSA), and after April 1, 2024, in accordance with the provisions of the Community Safety and Policing Act (CSPA), and who is fully trained in accordance with the PSA and the CSPA as applicable. Any additional training required at any time after hiring shall be at full salary as per this agreement.

B) An LTO Officer must have a minimum of five (5) years police full-time experience as a Municipal or Provincial police officer in Ontario and have worked as a full-time officer within the past five (5) years.

C) Hiring and Appointment of a person as an LTO Officer shall be solely within the discretion of the Board on the advice of the Chief of Police.

D) Subject hereto LTOs must be employed by the Board exclusively in a front-line patrol capacity, and for the purpose of replacing a full-time member who is off duty as a result of pregnancy/parental leave, secondment, scheduled leave (including vacation, or statutory holiday time), training, suspension, or illness or injury. LTO's shall not be employed in any other capacities or assigned other duties with the Employer.

E) LTOs may not be utilized in a front line capacity unless there are insufficient full time officers willing/available to work the shift. It is understood that the utilization of LTOs will be used in accordance with the below noted process:

Need is identified less than two hours before start time	Send to all, LTOs can be offered if first response
Need is identified more than two hours before start time	Normal call out procedure, LTOs to be considered if no response from full time officers or special constables (if applicable) is received prior to two hours from start of shift

F) An LTO may also be utilized for paid duty shifts or RIDE program shifts if offered to full time officers and special constables and if there are insufficient full time officers and special constables available and willing to work the shift.

G) LTO Officers shall only be deployed to perform regular Uniform Platoon Patrol Constable duties, without prior consent of the Association. Any such consent, if given, shall not create a precedent and the deployment of LTO Officers, including the Officer to whom the consent relates, in future situations shall continue to be limited to Uniform Patrol Constable Duties.

H) When an LTO Officer is scheduled to work a full-time member's shift, the LTO Officer shall work the required hours

I) LTO Officers shall not be used in a manner that could reduce, directly or indirectly, the authorized full time strength of the Police Service.

J) LTO Officers shall be paid the current base salary of a First Class Constable (on an hourly basis) and receive an additional eight percent (8%) pay in lieu of health benefits and OMERS participation that will be added to the hourly rate of pay.

K) Statutory Holidays and Vacation pay shall be paid in accordance with the provisions of the *Employment Standards Act, 2000* in the same manner as if that Act applied to police officers.

L) LTO Officers shall be members of the Association and shall pay dues set by the Association.

M) An LTO employed by Peterborough Police Service may not be employed with any other police service in any capacity.

N) Notwithstanding the above provisions, all other articles of this collective agreement shall apply to LTO Officers hired under this Article, except Articles 3, 4, 6, 7, 9, 10, 11 (d) through (h), 12, 14, 15, 16, 16.1, 17, 18, 19, 20.1, 22, 23 and 24.

If members of collective agreement they are entitled to full grievance rights. WSIA is still applicable.

LTOs shall have no guarantee of minimum hours.

LTOs are not entitled to work in any supervisory capacity.

LTOs cannot be deployed while any sworn member is on layoff and capable of performing the necessary duties.

Hours worked by LTOs must be provided by the Employer to Association quarterly.

The Board shall provide life insurance coverage of \$100,000 to LTO's.

The Legal Indemnification provisions of the Collective Agreement, including provisions relating to SIU investigation, shall apply to LTO's.

The Association or the Chief may request review of procedures to address issues at any time after implementation and may require a meeting to address issues after December 31, 2025. All discussions to be conducted in good faith. The parties agree that there shall be no changes to the terms of this Letter of Understanding unless by mutual consent.

Dated: April 29, 2024



Mary ten Doeschate, Board Chair



Jeff Chartier, PPA President



Mark Ballantine, PPA Vice-President

**Appendix "B" (LOU: Replication)
to the PPA Uniform 2024-2028 Collective Agreement**

Letter of Understanding

Between:

The Peterborough Police Service Board

and

The Peterborough Police Association

In recognition of the fact that negotiated PPA benefits and salary increases have traditionally been replicated in SOA negotiations, except for matters which are reasonably applicable to only one association, or which may be different but result in similar benefits cost, the parties agree as follows:

1. In the event that the 2024 SOA agreement contains benefit or salary enhancements which exceed those negotiated in the PPA agreement, other than enhancements reasonably applicable to the SOA only, or which result from different negotiated specific benefits for similar cost, the PPA may contact the Board to discuss the salary or benefits differences, and the Board shall consider and negotiate the PPA's request in good faith;
2. Any amendments negotiated under paragraph 1 above shall be incorporated into a Memorandum of Understanding and incorporated into the 2024 Collective Agreement.

Dated: April 29, 2024



Mary ten Doeschate, Board Chair



Jeff Chartier, PPA President



Mark Ballantine, PPA Vice-President