

COLLECTIVE AGREEMENT BETWEEN THE
PORT HOPE POLICE SERVICES BOARD
(hereinafter called “the Board”)
AND THE
PORT HOPE POLICE ASSOCIATION – UNIFORM
(hereinafter called “the Association”)

WITNESSETH THAT: Pursuant to the provisions of the *Police Services Act*, R.S.O. 1990, p. 15, and amendments thereto and in consideration of the mutual agreement and understanding herein, the parties hereto covenant and agree as follows:

For the period of January 1st 2021 to December 31st 2024

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ARTICLE 1 - INTERPRETATION

1.01 Except where a contrary intention appears in this Agreement:

- a. "ASSOCIATION" means the Port Hope Police Association;
- b. "BARGAINING COMMITTEE" means persons appointed by the Association for the purpose of negotiation, and whom the Board acknowledges as being entitled to bargain on behalf of the Association;
- c. "BOARD" means the Police Services Board of the Municipality of Port Hope;
- d. "CHIEF" means the Chief of Police, from time to time, of the Police Service;
- e. "SERVICE" means the Port Hope Police Service;
- f. "MEMBER" means a Police Officer of the Port Hope Police Service, save and except the Chief of Police, the Deputy Chief and Inspector;
- g. "PERSONNEL FILE" means all documents within the possession or control of the Chief of Police that directly relate to a Member;
- h. "SENIORITY" means the period of service that a Member has acquired from his/her last date of hiring as a Member of the Port Hope Police Service;
- i. "WORKING DAYS" means a normal period of time in which a Member is scheduled to work his/her regular tour of duty;
- j. "SERVICE" means the total period of service that a Member has accumulated while employed as a sworn Officer in accordance with the *Police Services Act* with any Police Agency anywhere in Canada.
- k. "EXPERIENCE" means the time that a Member is employed as a sworn Officer with any Police Agency anywhere in Canada.

1.02 In this Agreement, words imparting male persons include female persons, words in the singular include the plural and words in the plural include the singular, as the context requires.

1.03 For the purposes of this contract, the terms "Member" and "Officer" may be used interchangeably to denote an Officer of the Port Hope Police Service who is a Member of the Port Hope Police Association.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Association acknowledges that it is the exclusive function of the Board to:
- a. Maintain order, discipline and efficiency, and to treat each Member fairly, and in a just and equitable manner;
 - b. Hire, discharge, direct, classify, promote, demote, suspend or otherwise discipline any Member, subject to the provisions of the *Police Services Act* and the regulations made thereunder by the Solicitor General;
 - c. The Chief shall make his/her best effort to assign two Officers to duty in a cruiser car between the hours of 8:00 p.m. of the one day and 4:00 a.m. of the next day;
 - d. The Chief will make his/her best effort to arrange for an escort of two (2) armed Officers when a prisoner is escorted out of or into Ward One of the Municipality of Port Hope. The Officer in charge may assign one armed Officer to escort one prisoner to/from or amongst the Provincial Court, 860 William Street Cobourg, Cobourg Police Service, Northumberland OPP-Cobourg and the Port Hope Police Service where there is at both ends of the escort either a secure sally port or two Officers available to load and/or unload the prisoner. This choice will be exercised when it is safe to do so and the prisoner is not resistant or combative in any way.

ARTICLE 3 – ASSOCIATION RIGHTS

- 3.01 a. Every Member, as a condition of employment, if he/she is already a Member of the Association, shall remain a Member in good standing and, if he/she is not an Association Member, shall become one within thirty (30) days after the signing of this Agreement and shall remain a Member in good standing.
- b. Every new Member, as a condition of his/her employment, shall become and remain a Member of the Association in good standing within thirty (30) days of his/her joining the Service.
- 3.02 a. The Board agrees to deduct an amount equivalent to the Association dues and any other amounts duly authorized by the Association from each regular pay for twenty-six (26) pays.
- b. The Board agrees that the Association Treasurer shall provide the annual dues amount, per Member, to be deducted and the payment shall be made to the Association monthly and mailed to the Treasurer or by direct deposit to the Association when available.
- 3.03 The Board shall grant time off without loss of pay to a maximum of one (1) Member of the Association Bargaining Committee, when required from time to time for bargaining sessions with the Board.

ARTICLE 4 - SALARIES

- 4.01 The Board shall pay each Member the salary set out in Schedule "A" annexed hereto and forming part of this Agreement.
- 4.02 Payment for such salaries shall be made bi-weekly.
- 4.03 Fourth class Constables shall be reclassified to the next higher class upon completion of 15 months' service with the Service; Third and second class Constables shall be reclassified to the next higher class upon completion of 12 months' service with the Service in each class, but nothing herein shall limit or restrict the Chief from reclassifying a Member, subject to the restrictions in the *Police Service Act*. *This article shall only apply to those Members hired after January 1st, 2017.*
- 4.04 All bonuses under sections 8.01(a), 12.03 and 13.02 (c), 13.03, 13.05, 13.06, shall be paid separately on or before December 1st annually.
- 4.05 *Constables who are assigned to the Skills Augmentation position shall not receive the Detective Constable rate of pay as listed in 'Appendix A' but shall continue to receive the rate of pay that they were receiving prior to being assigned to the Skills Augmentation Role, subject to any contractual increases to that rate.*
- 4.06 A Probationary Constable hired by the Board shall receive the salary listed as "Recruit" in 'Appendix A' from the date of hire through to the date when he/she reports for his/her first shift after successfully completing Basic Constable Training at Ontario Police College. On that date he/she will be reclassified to a 4th Class Constable. The period of time at Ontario Police College will apply to reclassification to 3rd Class Constable. The term of Probation is defined in the Police Services Act.

ARTICLE 5 – EMPLOYEE SENIORITY

- 5.01 a. "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, extended sick leave or prolonged disability, except that the Members holding the same rank shall be ranked for purposes of seniority according to the length of their service in that rank. Where two (2) or more Members have the same length of service, the Board shall determine the order of seniority by way of badge number.
- b. Prior Police Service shall apply to all articles contained within the Collective Agreement with the exception of seniority as defined in Article 5.01(a). Prior Police Experience shall be defined as service as a sworn Officer with any Police Agency anywhere within Canada.
- 5.02 "Order of Seniority", as noted elsewhere, shall mean the Member with the longest length of continuous service and progress down to the Member with the shortest continuous length of service.

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"Reverse Seniority", as noted elsewhere, shall mean the Member with the shortest length of continuous service and progress up to the Member with the longest continuous length of service.

- 5.03 A probationary period for a Police Officer shall be a period in accordance with Section 44 of the *Police Service Act*, as amended. Upon successful completion of the probationary period, the service and seniority date of the Police Officer shall be from the date his/her employment commences.
- 5.04 A Member shall lose all seniority and be deemed to have terminated his/her employment if he/she:
- a. voluntarily resigns;
 - b. is discharged under the Police Services Act and not reinstated;
 - c. retires;
 - d. fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted, unless an explanation satisfactory to the Chief of Police is given;
 - e. fails to return to work within fourteen (14) calendar days after being recalled from lay-off by notice sent by registered mail, unless an explanation satisfactory to the Chief of Police is given by the Member.
- 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 order of reverse Seniority.
- a) The Board shall notify every Member who is to be laid off at least two (2) weeks prior to the effective date thereof, or award pay in lieu thereof.
 - b) No new Members will be hired until those laid-off Members have been given the opportunity of recall.
 - c. The Members to be recalled shall be recalled in the order of seniority when a vacancy in the complement of the Service exists.
 - e. A current Seniority List shall be prepared and distributed prior to January 31st of each year to each Member. All errors and/or omissions shall be forwarded to the Chief of Police or designate on or before February 28th of the same year for consideration.

ARTICLE 6 – ACTING SERGEANT AND SENIOR CONSTABLE PREMIUM

- 6.01 a. In the event that the Chief of Police, Deputy Chief, Inspector, Staff Sergeant or Sergeant is absent, the Chief of Police or designate may appoint from the Members a Member to act in

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a higher rank to supervise until a higher rank is on duty. The Member acting in a supervisory capacity shall submit an overtime claim of one-half (1/2) half hour at straight time for each four (4) hours or less during which he/she is conducting these duties.

- b. The Chief of Police, or designate, shall not appoint a Member of a lower rank to supervise the Members of a higher rank.
- c) If the Chief, Deputy Chief, Inspector, Staff Sergeant, Sergeant or acting Sergeant are not on duty, then the Officer with the highest rank and then the most service with the Port Hope Police Service shall be in charge of the shift. The Member shall submit an overtime claim for one half (1/2) hour for each shift of which he/she is in charge for at least four hours.
- d) *To be eligible to be promoted to Sergeant, an Officer shall have successfully completed the Ontario Police College Constable to Sergeant Promotional exam or have approval by the Chief of Police. The Chief, in his/her sole discretion will appoint Officers as Acting Sergeant, as required.*

- 6.02 a. For Officers with eight to fifteen (8 - 15) years' experience, sixteen to twenty-two (16 - 22) years' experience, twenty-three (23) and more years' experience, the "Officer Incentive Premium" is set at three percent (3%), six percent (6%) and nine percent (9%) respectively.

It is further agreed that the Officer Incentive Premium shall honour all previous policing experience as a sworn Officer only for Members employed by the Board prior to January 1, 2006, provided they are free of a disciplinary condition for which the penalty is 40 hours or more (pay or leave), and subject to an annual satisfactory performance evaluation for the previous year approved by the Chief of Police. For Members joining the Service on or after January 1, 2006, only experience with the Port Hope Police Service as a Sworn Officer shall qualify for the Officer Incentive Premium. New hires shall also be subject to the conditions, namely that they be free of a disciplinary condition for which the penalty is 40 hours or more (pay or leave), and that they have attained a satisfactory annual performance evaluation for the previous year approved by the Chief of Police.

To be eligible for Officer Incentive Premium, an Officer shall:

- i) have a satisfactory performance evaluation as identified in the most recent review form – and receive a favourable recommendation from the Chief of Police; conversely, the Chief may disqualify a Member from eligibility for the Officer Incentive Premium, based on an unsatisfactory performance evaluation from the previous year.
- ii) be free of discipline and convictions under the Police Services Act in the preceding two (2) years for which:
 - the confirmed penalty was for forfeiture in excess of forty (40) or more hours of pay or leave, or in excess of forty (40) or more hours' suspension without pay;

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- if an appeal is initiated and a conviction upheld, the two (2) years shall be counted from the disposition of the appeal; and
 - iii. be assigned to and performing the full duties as a front-line police Officer. *Members who are not performing all front line police officer duties shall not be eligible for the Officer Incentive Premium for the duration of that assignment. They will become eligible for the Officer Incentive Premium once they resume performing all of the duties of a front line police officer. This amendment comes into effect March 31st, 2018.*
- 6.03 The Officer Incentive Premium shall form part of the Member's regular bi-weekly pay.
- 6.04 The Officer Incentive Program shall qualify as pensionable earnings and be included in computing statutory holiday pay, maternity or parental leave entitlements, sick leave, Workplace Safety Insurance Board benefits and secondment. Effective on the signing of the 2014 – 2016 agreement (December 12, 2014), for any overtime or recall occurring after that date, the Officer Incentive Premium shall be included in the calculation of hourly wage rate for the purposes of overtime or recalls.
- 6.05 The promotional examination for Sergeant or Staff Sergeant need only be successfully completed once during a Member's career, obtaining a minimum grade of 70% overall.

ARTICLE 7 – HOURS OF WORK

- 7.01 a. The normal weekly period of work for each Member shall consist of three (3) or four (4) or five (5) days' duration and each day the tour of duty shall consist of twelve (12) consecutive hours based on a shift tour of duty as agreed upon by the Members and the Chief of Police.
- b. The normal work week for a Police Officer shall be forty (40) hours averaged over a four (4) week period consisting of twelve (12) hour shifts and lieu days; the shifts running from 7:00 a.m. to 7:00 p.m. and from 7:00 p.m. to 7:00 a.m.
- c. To balance deployment, the annual shift schedule will recognize that when 5 or more Members are scheduled between the day and night shift, 1 constable will be scheduled for the rotation period to a 3:00 pm to 3:00 am shift
- Preference will be given to move the constable from the 7:00 pm to 7:00 am (Night shift) to the 3:00 pm to 3:00 am shift.
- At no time will two (2) Uniform Sergeants overlap on duty with the 3:00 pm to 3:00 am shift. A Uniform Sergeant may not work the 3-3 if a sergeant is deployed to day shift.
- d) The Chief shall make his/her best effort to post the Member's shift tour of duty three (3) months in advance. However, the Chief may change the schedule from time to time to accommodate shift shortages. In the event the change occurs with less than 48 hours' notice,

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the Member will receive one (1) hour pay at straight time per shift that falls inside the 48 hour notice period.

- e) Members assigned to work in the Criminal Investigations Branch will work an eight or ten (8 or 10) hour shift authorized by the Chief of Police. It is understood that shifts in this unit may be adjusted to balance deployment due to operational requirements and will include days, afternoons, nights as well as weekends.
- f) All Supervisors and Acting Supervisors will work a 6:00 to 6:00 shift, unless otherwise approved by the Chief. All other Officers will arrive and be ready for their shift a minimum of 15 minutes in advance of the scheduled start of their shift.

- 7.02 a. Members working an eight (8) hour, ten (10) hour or twelve (12) hour work day shall be allowed a one (1) hour lunch break for each consecutive eight (8) hours, ten (10) hours or twelve (12) hours worked.
- b. Members working a twelve (12) hour work day shall be allowed a one (1) hour lunch break for each consecutive twelve (12) hours worked.

ARTICLE 8 – SHIFT PREMIUMS

- 8.01 a. A Member who is required to work the majority of his/her scheduled tour of duty on two (2) shifts (days, midnights) shall receive a shift bonus of six hundred dollars (\$600.00) annually which shall be prorated on a monthly basis for any Member not working a full year.
- b. Such payments shall be due and paid on December 1st of each calendar year.

ARTICLE 9 – OVERTIME

- 9.01 a. Any Officer required to work over his/her scheduled shift, shall be paid time and one-half with a minimum guarantee of one-half (1/2) hour, or an Officer required to work on off-duty days shall receive a minimum guarantee of five (5) hours' pay at straight time.
- b. **Recall:**
Any Officer who completes his/her regularly scheduled shift without being required to continue to work and who is thereafter recalled to duty during off-duty hours shall be granted overtime at time and one half with a minimum of three (3) hours overtime. Any Officer who is on annual leave and is recalled to duty shall receive the same benefits as if he/she was recalled for Court. The Member shall disclose immediately upon being contacted if he or she is on annual leave at the time of recall. Notwithstanding, the Member may waive his/her right to the increased pay and day off in lieu as outlined in 10.02 a. and 10.02 b. and receive standard recall pay as outlined in this article.

c. **Stand-by:**

When a standby does not result in a recall and a specific order is given by the Senior Officer of the shift to any Officer to be available on off-duty hours, the Officer standing by shall be paid at the rate of straight time for each hour of standby required with a minimum guarantee of three (3) hours' pay.

d. **Bi-weekly overtime payment:**

Such payments shall be due and payable monthly of each calendar year or shall be given in lieu time at the discretion of the Chief of Police. Management will make every effort to provide overtime payment on a bi-weekly basis.

e. **Paid duty:**

Any Member required to work a paid duty shift shall be paid through payroll at a rate of a First Class Constable base rate at time and a half. Any paid duty assignment requiring four (4) or more Members shall require one (1) of said Members to be a Sergeant who will receive a rate of pay at one and a half (1 ½) times a Sergeant base rate. Where two Sergeants are assigned to a paid duty with four (4) or more Members, only the most senior Sergeant will receive pay at one and a half (1 ½) times a Sergeant base rate. If the paid duty requires eight (8) Members or more, two Sergeants may receive the rate if both Sergeants are required for supervisory duties.

f) A Member may apply to the Chief of Police for a payout of his/her lieu time bank twice yearly on July 1 and December 1. This request must be made 30 days in advance and shall only exhaust the Lieu Time Bank down to twenty-four (24) hours. Further, on December 1 all Members' Lieu Banks will be paid down to 50 hours unless otherwise authorized by the Chief of Police. No Member shall carry a balance of lieu time in excess of 100 hours unless authorized by the Chief of Police. When a Member's time bank reaches 100 hours, all other overtime will be paid out as cash on regular payroll.

ARTICLE 10 – COURT

10.01 Any Member required to attend Court in his/her capacity as a Police Officer during what would otherwise be off-duty hours, shall be paid at overtime rates, with a minimum guarantee of five (5) hours' pay at straight time.

10.02 a. Any Member required to attend Court in his/her capacity as a Police Officer during what would otherwise be annual leave, shall be paid at overtime rates, with a minimum of eight (8) hours at time and one-half (1 ½) their normal rate of pay.

b. In addition, such Member shall be granted one (1) additional day's vacation for each day or part day required to attend Court. Notwithstanding, the Member may waive his/her right to the increased pay as outlined in 10.02a. and 10.02b. and receive standard recall pay as outlined in 9.01(b).

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- c. If the Scheduled appearance is cancelled for any reason whatsoever and the Member is not notified of such cancellation at least forty-eight (48) hours prior to the commencement of such sitting, the Member shall receive the benefits in Article 10.02 (a) and (b).
- 10.03 Such credit shall apply whenever a Member is required to attend by subpoena or by order of a Superior Officer.
- 10.04 Such credits shall apply whether or not the Member is called to the witness box to give evidence.
- 10.05 Such credits shall apply not only to prosecution but also to all proceedings in any Court whether criminal, quasi-criminal or civil jurisdiction and it shall also apply to the Coroner's inquests and hearings before any public board or tribunal constituted under the federal or provincial laws or by-laws. However, in no event shall these credits apply to attendance in any capacity at arbitration or Discipline Hearings, unless the Member is required to attend on behalf of the Board.
- 10.06 Court costs received by the Member excluding mileage allowance shall be repaid to the Board.
- 10.07 Any Member required to attend Court in his/her capacity as a Police Officer during the period of time between what would normally be two scheduled night shift tours of duty shall be allowed six (6) clear hours of time off based on minimum staffing requirements in place until 3 a.m. before being required to attend his/her next scheduled shift. Such hours shall be charged to the Member's lieu bank.
- 10.08 Retired Members required to attend court will be compensated at straight time at the current rate of pay for the rank at which the Member retired for the hours actually in court. There will be a minimum of three (3) hours' payment for any retired Member making such an appearance.

ARTICLE 11 – VEHICLE ALLOWANCE

- 11.01 Any Member who is required to use his/her personal motor vehicle, as authorized by the Chief of Police shall receive a mileage allowance at the current Municipal mileage rate for each kilometre travelled. No mileage allowance will be paid without the prior approval of the Inspector or the Chief of Police.
- 11.02 The Board will supply all excess liability insurance for any Member who is required by his/her Superior to use his/her personal motor vehicle for Police business.
- 11.03 In accordance with Vehicle Allowance, Section 11.01, any increase in rates adopted by Council during the term of this Agreement shall reflect the increase in Section 11.01.

ARTICLE 12 – CLOTHING AND EQUIPMENT

12.01 The Board shall provide the following equipment to uniform personnel as required:

- a. WINTER UNIFORM:
 - Pants
 - Heavy tunic
 - Heavy sweater (British woolly)
 - Winter jacket
 - Blue nylon vest
- b. SUMMER UNIFORM
 - Long sleeve shirt
 - Short sleeve shirt
 - Cap
- c. GENERAL:
 - Safety ties
 - Leather gloves
 - Raincoat and cap cover
 - PHPS dickeys
 - One handgun and holster. Selection to be made by the Board after discussion with the Association
 - Handcuffs and handcuff pouch
 - Asp
 - Flashlight
- d. FOOTWEAR: Boots supplied as required at the discretion of the Chief or designate. Footwear to be of substantial quality as agreed by both parties. The definition of a boot or shoe is to include “top of the line” quality. Further, winter boot is defined as a high-cut leather, insulated waterproof boot. Summer wear boot is defined as a high-cut leather shoe.
- e. UNIFORM DISPUTE COMMITTEE – Any dispute regarding uniforms shall be settled by a committee, consisting of the Chief of Police, one (1) Board Member, and two (2) Executive Members of the Association. Should an agreement fail to be reached the matter will be resolved through arbitration. (“as required” stipulation for uniforms exclude footwear).

12.02 The Board shall pay for personal items requiring repair or replacement, including glasses and watches, excluding personal electronic handheld devices if damaged while the Member is executing his/her duties as a Police Officer.

Any repair cost for any damages to personal cell phones that are a result of the execution of a member’s duties will be paid by the Board. Damages must be proven to be incident related. Cell phones will be checked by the on-duty supervisor at the beginning of each shift. All damages must be reported immediately to the on-duty supervisor.

- 12.03 The Board shall pay each Member a cleaning allowance of three hundred dollars (\$300.00) which shall be payable on December 1st of each year.
- 12.04 The Board shall pay to each Member an allowance of five dollars (\$5.00) a day if such Member is, on a temporary or permanent basis, assigned to work his/her duties in plain clothes by his/her Superior Officer. Any Member assigned to the Criminal Investigations Branch shall receive a yearly clothing allowance of up to \$1000.00 that will be pro-rated on a monthly basis. A Member shall provide receipts for appropriate clothing purchases and will be reimbursed twice yearly on July 1st and December 1st to a maximum of \$500.00 per period. Appropriate clothing shall only include actual clothing or footwear utilized in the Member's role while assigned to the Criminal Investigations Branch.
- 12.05 The Board shall pay each uniform member to carry and use their personal cell phone for work purposes while on duty an annual, prorated incentive of \$400 to be paid on December 1st of each year. Personal cell phone numbers as well as a personal email address shall be provided for off duty contact reasons to qualify for the incentive.

ARTICLE 13 – POLICE COURSES

- 13.01 Any Member required to attend a course authorized by the Chief of Police and be away from home for at least one night shall receive in addition to his/her regular salary, shall receive an allowance of twenty dollars (\$20.00) per day.
- 13.02 a. The Chief of Police shall authorize Members for enrolment in Specialized Courses.
- b. Each qualified Member shall receive an annual bonus as identified in section 13.05 subject to the approval of the Chief of Police.
- c. Once approved by the Chief of Police the annual bonus as identified in section 13.05 is payable December 1st of each year.
- 13.03 Team Leaders are identified as Constables and may be assigned as a Team Leader to coordinate the activities of other Members carrying out a function, and are required to prepare budget submissions, unit activity reports, and carry out related activities. To further clarify a Team Leader is a Constable who is assigned identified duties and not a Sergeant and is not entitled to Acting Sergeant rate of pay. Team Leaders designated by the Chief of Police shall receive an annual bonus as identified in section 13.05.
- 13.04 Study time allocation shall be for re-qualification as identified in 13.05 and approved by the Chief of Police.

13.05

Description	Bonus Amount	Team Leader Bonus	Study Time
Qualified Intoxilyzer technician	Three Hundred (\$300)	One Hundred (\$100)	Twelve (12) hours annual requalification
Drug Recognition Expert (DRE)	Three Hundred (\$300)	One Hundred (\$100)	
Qualified Forensic Identification Officer	Three Hundred (\$300)	One Hundred (\$100)	Twelve (12) hours requalification every three (3) years
Qualified Scenes of Crime Officer	One Hundred (\$100)	One Hundred (\$100)	
Qualified Use of Force Trainer	One Hundred (\$100)	One Hundred (\$100)	
Patrol Carbine Trainer	One Hundred (\$100)	One Hundred (\$100)	
Qualified Traffic Reconstructionist, Level 2, 3 or 4	One Hundred (\$100)	One Hundred (\$100)	
Manage Information Technology	Two Hundred (\$200)		
Radar Instructor	One Hundred (\$100)		
Paid Duty Manager	Two Hundred (\$200)		

13.06 A Member who is a qualified Coach Officer and who is assigned to coach a Probationary Constable shall receive an annual allowance of \$480.00 for those hours spent coaching the Probationary Constable. This allowance shall only be payable within the first six (6) months or less following the Probationary Constable's graduation from the Ontario Police College. Payment shall be made subject to the approval of the Chief of Police.

- 13.07 a. Article 13.01 shall not apply to any Probationary Constable attending Basic Recruit Training at the Ontario Police College. Any recruit shall receive mileage for one return trip to the Ontario Police College.
- b. Any Member required to attend a course authorized by the Chief of Police using his/her own personal vehicle and be away from home for at least one night shall receive mileage as outlined in Article 11.01 and the course allowance outlined in Article 13.01.
- c. Any Member required to attend a course authorized by the Chief of Police that will require that Member to travel to and from that course on a daily basis will only receive mileage outlined in Article 11.01 if that Member is required to use his/her personal vehicle to attend that course. In the event that the Police Service supplies a vehicle, no mileage payment shall be granted. Furthermore, no Member shall be paid the course fee as outlined in Article 13.01 when travelling to and from a course on a daily basis. The Member will, however, qualify for meal allowances as outlined in Article 22.02
- d. Any member required to attend a course authorized by the Chief of Police and be away from home at the Ontario Police College shall receive four (4) hours of lieu time for each day of travel, four (4) hours to the college and four (4) hours return totalling eight (8) hours of lieu time to compensate for travel time. This will be accommodated through scheduling by the officer in charge of scheduling. If the course requires the member to leave the college and return at a later date, without accommodation, the member shall receive an additional eight

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(8) hours of lieu time per round trip, to compensate for additional travel time. Recruits will only be compensated for one round trip. Extended courses may be paid out by the Chief at his or her discretion.

- 13.08 For any member required to attend a course authorized by the Chief of Police and be away from home at any other training location, travel time is to be calculated using distance to the Port Hope Police Station as a mileage/time reference point. If a member is required to take a flight, travel time shall be calculated accordingly based on travel time to the destination, including the travel to the airport, and the time of the scheduled return. If cancellations occur and the member is required to stay additional days due to travel restrictions, the board shall pay and award any further cost and leave to the member upon his/her return. For the purposes of distance and time of travel, "Google Maps" or another similar website will be utilized to calculate the time required for travel by road. All travel time will be compensated by Lieu Time at straight time and will be accommodated through scheduling by the officer in charge of scheduling

ARTICLE 14 – LEGAL FEES AND COSTS

- 14.01 Subject to the other provisions of this article, a Member charged with and finally acquitted of a criminal or statutory offense, because of acts done in the attempted performance in good faith of his/her duties as a police Officer shall be indemnified for the necessary and reasonable costs incurred in the defence of such charges.
- 14.02 Notwithstanding article 14.01, the Board may refuse payment otherwise authorized under article 14.01 where the actions of the Officer from which the charges arose amounted to a dereliction of duty or abuse of his/her powers as a police Officer.
- 14.03 Where a Member is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of his duties as a police Officer, he/she shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such action where the Chief of Police is not joined in the action as a party pursuant to the section 50(1) of the Police Services Act, and the Chief of Police does not defend the action on behalf of himself/herself and of the Member as a joint tortfeasors at the Board's sole expense.
- 14.04 Where a Member intends to apply to the Board for indemnification hereunder, the Member shall, within ten (10) days of being charged or receiving notice of legal proceedings covered herein, apply in writing 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 of Police and a Member of the Association Executive designated for that purpose.
- 14.05 For greater certainty, Members shall not be indemnified for legal costs arising from:

- a. Grievances or complaints under the Collective Agreement between the Board and the Association or under the Police Services Act.
 - b. The actions or omissions of Members acting in their capacity as private citizens;
 - c. Proceedings and discipline charges under the Police Services Act and Regulations.
- 14.06 For the purposes of this provision, a Member shall not be deemed to be “finally acquitted” if as a result of charges laid he/she is subsequently found guilty of, or pleads guilty to, other charges arising out of the same incident or incidents.
- 14.07 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 to the approval of the Solicitor for the Police Services Board, or in the case of a disagreement, subject to an assessment by an Assessment Officer whose decision shall bind the parties.
- 14.08 Where a Member has been identified as a subject or witness Officer during an investigation by the Special Investigations Unit, he/she shall be indemnified for the necessary legal costs for:
- a. legal council as approved by the board shall be provided for the initial interview with the Special Investigations Unit.
 - b. the solicitor’s time during any subsequent interviews with the Special Investigations Unit conditional upon the approval of the Chief of Police and/or his designate. Such approval shall not be unreasonably withheld.
- 14.09 A Member may apply to the Board, for legal indemnification for investigations and or hearings under the Coroner’s Act. The Board shall have the right to choose the solicitor to represent the Member in these matters.

ARTICLE 15 – LEAVES OF ABSENCE

- 15.01 A Member shall be entitled to a paid leave of absence for the following:
- a. One Executive Member appointed by the Association for the purpose of attending Police Association meetings, training, such leave shall not exceed a total of **300** hours per annum for the entire Association Executive. Uniform and Civilian to share this bank of hours. Moreover, an additional Executive Member will be entitled to attend such meetings on the same basis provided that:
 - i) all bargaining is excluded from this entitlement;
 - ii) the additional Member’s leave does not result in payment of overtime to any Member;
 - iii) shift scheduling permits, and it does not disrupt adequate coverage.
 - iv) requests for such leave shall be submitted in writing to the Chief of Police at least one(1) week in advance of the date the leave is required.

- 15.02 A Member shall be granted five (5) working days off in the event of the death of a Member's immediate family, which includes spouse, common law spouse, child, stepchild, parent, stepparent, parent-in-law, grandparent and sibling.
- 15.03 A Member shall be granted one (1) day working day off to attend the funeral of a great-grandparent or a brother-in-law or sister-in-law.
- 15.04 A Member shall be allowed one (1) working day off to attend his/her wedding, or the wedding of his/her son, stepson, daughter or stepdaughter.
- 15.05 A Member shall be granted one (1) day working day 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 are attending the funeral.
- 15.06 For persons not covered under Section 15.02, 15.03 and 15.05 upon application in writing to the Chief of Police, the Chief of Police may grant additional compassionate leave.

ARTICLE 16 – VACATIONS

- 16.01 One week shall equal forty (40) hours. Each Member shall be entitled to the following vacation time with pay for service of:
- a. more than one (1) month and less than one (1) year: one (1) day per month up to a maximum of ten (10) days vacation;
 - b. one (1) year and less than four (4) years: two (2) weeks' vacation;
 - c. four (4) years and less than nine (9) years: three (3) weeks' vacation;
 - d. nine (9) years and less than fifteen (15) years: four (4) weeks' vacation;
 - e. fifteen (15) years and less than twenty (20) years: five (5) weeks' vacation;
 - f. twenty (20) years and less than twenty-five (25) years: six (6) weeks' vacation.
 - g. twenty five (25) years and more: seven (7) weeks' vacation
- 16.02 Vacation entitlement, determined as of October 1st for the forthcoming year, shall be taken by the Member in that year, except as otherwise approved by the Chief of Police.
- 16.03 Any Member who is scheduled to start annual leave and becomes ill and can furnish proof to the Chief of Police or his/her designate, shall not commence his/her annual leave until the period of

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sickness has passed and then he/she may re-schedule his/her leave upon approval of the Chief of Police or his/her designate.

- 16.04 A Member shall become entitled to increased vacation after the first day of January in the year in which the anniversary of the required period of the service falls, unless the Member resigns prior to his/her anniversary date.
- 16.05 Vacation time shall be allocated to the Members on the basis of seniority.
- 16.06 Where a work group consists of four (4) Members or fewer, one (1) Member may be on leave at a time. On the first round of leave selection Members may only sign a maximum of 120 hours during the period June 15th to September 15th. (Leave consists of Vacation Article 16, Paid Holidays Article 17 and Accrued time.)

If the shift schedule is changed to a 4 on, 4 off system, then it is understood the "120 hours", shall be deleted and "144 hours" inserted instead.

The maximum amount of leave during the period June 15th to September 15th shall be 192 hours (4 blocks) except as authorized by the Chief of Police.

- 16.07 *Any Member who transitions from Short Term Disability to Long Term Disability shall cease to accumulate annual leave or statutory holiday leave retroactive to the first day of Short Term Disability. This does not apply to Members who return to work prior to transitioning to Long Term Disability. This also applies to Members who are absent from duty due to a claim with the Workers' Safety and Insurance Board for more than 17 weeks.*

ARTICLE 17 – PAID HOLIDAYS

- 17.01 Each Member shall be entitled to 96 hours in each calendar year of the terms of this Agreement provided such paid holidays are observed during his/her period of employment, as follows:

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

Each day of statutory holiday time shall equal eight (8) hours, multiplied by twelve (12) days for a total of 96 hours of statutory time per Member per year.

- 17.02 Each Member is eligible for the above paid holidays provided the following condition is met:

The Member works his/her regular authorized shift upon the working day preceding such holiday, and also his/her regular authorized shift upon the first working day succeeding such holiday. This condition shall not prevent payment of holiday pay to a Member who has worked for the Board at any time within fourteen (14) calendar days prior to the holiday and who is

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absent on either both such work days due to verified personal sickness. This section excludes maternity, parental and Workplace Safety and Insurance Board caps.

17.03 In lieu of statutory or paid holidays listed above, each Member shall have the option of:

- a. 48 (forty-eight) hours pay and 48 (forty-eight) hours additional leave with pay, or
- b. 96 (ninety-six) hours additional leave.

Such time off shall be submitted to the Chief of Police on or before December 31st of the year previous, to be scheduled by the Chief of Police, and may be in consecutive weeks. 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) his/her regular rate of pay for all hours worked on the holidays.

Payment for such holidays shall be based upon forty-eight (48) hours' pay and forty-eight (48) hours' additional vacation or leave with pay. Such payment shall be due and payable on June 1st on a cheque separate from payroll.

17.04 Members assigned to the Criminal Investigations Branch may choose to select their paid holidays in the same manner as Members assigned to a platoon. During holiday selection, they may place their statutory holiday time on a schedule and will work their regularly scheduled shift if it falls on the actual date of a statutory holiday unless booked off in advance through regular holiday selections.

ARTICLE 18 – HEALTH AND WELFARE

18.01 The Board shall pay, on behalf of all Employees, one hundred percent (100%) of the premium of the Employer Health Tax and one hundred percent (100%) of the premium of a Board and Association approved Group Life Insurance Plan, as defined in the following sections. It is understood that eligibility for benefits pursuant to the programmes shall be subject to the terms of the plan itself. The Board's obligation is limited to paying the required premiums in all cases under Article 18.

If, for any reason, the Employer Health Tax is discontinued, the Board agrees to pay one hundred percent (100%) of the required premium to ensure identical coverage for its Employees.

"Retirement" includes termination of employment for any reason in all cases under Article 18.

This Insurance Plan includes the following Insurance Carrier or equivalent:

- a. Industrial Alliance – Insurance Policy Plan 28407 (Deluxe Dental, Extended Health Care, Hospital, Vision, Travel, Prescription Drugs, Long Term, Short Term, Life, Accidental Death and Dismemberment Insurance)

- 18.02 The Board shall provide Weekly Indemnity Benefit and Long Term Disability Insurance plans for all employees and agrees to pay one hundred per cent (100%) of the premiums of the approved insurance plans. Eligibility for benefits pursuant to the insurance plans shall be that established by the Insurer.

The parties acknowledge that the Weekly Indemnity Benefit does not provide coverage to an employee for the first seven (7) consecutive working days, as defined in the Schedule of Benefits, in the event of absence from work due to sickness, as defined by the insurer. Accordingly, the Board agrees to supplement coverage by providing sick leave with pay for the first seven (7) consecutive working days of absence due to sickness, subject to a maximum sick leave benefit of ninety-six (96) hours annually, non accumulative.

For the subsequent sixteen (16) weeks in the event of absence due to sickness or injury, as defined by the insurer, the Board agrees to supplement the insurance plans by providing the difference received by the employee from the insurance plans and the current rate of pay.

SCHEDULE OF BENEFITS

WEEKLY INDEMNITY	
Benefit Amount	66.7% of weekly earnings
Maximum	\$2,000 per week
Non Evidence Maximum	\$2,000 per week
Elimination Period	Accident/Hospitalization – 0 days Sickness – 7 days defined to mean 40 hours
Maximum Benefit Period	17 weeks, but not beyond retirement
Termination age	Earlier of age 70 or retirement
LONG TERM DISABILITY	
Benefit Amount	66.7% of monthly earnings
Maximum	\$8,000 per month
SCHEDULE OF BENEFITS (UNIFORM) – LONG TERM DISABILITY <i>continued</i>	
Non Evidence Maximum	\$8,000 per month
Elimination Period	120 days
Maximum Benefit Period	Age 65, but not beyond retirement
Definition of Disability	24 month Own Occupation
Taxability	Taxable
COLA	N/A
Termination age	Earlier of age 65 or retirement

- 18.03 a) Sick Leave; Annually, Members use up to 36 hours of the 96 hours of non-accumulative hours for the purpose of: providing care to an ill child or an ill immediate family Member; or the attendance of the Member, child or immediate family Member at specialist physician appointments or family care physical appointments. The provision shall be interpreted and

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applied consistent with Sections 50(1) and 50.1 of the Employment Standards Act, 2000 and those hours will be offset against the Employment Standards Act, 2000 entitlement.

b) The Board agrees to provide a sick leave incentive of 48 hours per year. This comprises the first half of the non-accumulating sick bank of 96 hours. The difference between any sick hours (including personal time) used by the member in the current year and the 48-hour incentive shall be credited to the member's sick time lieu bank on January 1st of the following year. This lieu time shall have no cash value and is forfeited if not used in the year in which it was credited without exception. It cannot be used during the summer period of June 15th to September 15th unless authorized by the Chief of Police or the member's supervisor. Any member using 48 hours or more of the non-accumulating sick time in any year shall not qualify for the sick leave incentive. The sick leave incentive can only be used by the member in accordance with restrictions contained within the service's time off police an/or Chief's orders.

Annual sick time taken (in hours)	Hours added to sick time lieu bank
0	48
12	36
24	24
36	12
48	0
60	0
72	0
84	0
96	0

18.04 Where an employee has been warned in writing regarding an alleged misuse of sick leave credits, the Board may, for a reasonable period of time, require a medical certificate for a period of absence of less than three (3) days. The Board agrees to provide the Association with a copy of the above policy and such policy shall not be changed, assigned or amended in any way that might have effect upon the benefits to be provided to employees or any employee's eligibility for such benefit, without the agreement of the Association.

18.05 In cases where absence is caused by accident or sickness for which the Member is receiving Workplace Safety Insurance Board payments, the Board shall make up the difference between Workplace Safety Insurance Board payment and the regular rate of pay for the duration of such accident or sickness. It is further agreed upon by both parties that, when a Member has submitted the required claim for Workplace Safety Insurance Board, hereby agrees to advance payments to the Member, pending a Workplace Safety Insurance Board decision. If the Member does not reimburse the Police Services Board for these advance payments upon return to work, the Board shall withhold the Member's salary until such time as hours of work equal advanced monies previously paid by the Board.

18.06 Dental benefits at current schedule of fees of the Ontario Dental Association from time to time

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Dental	
Benefit	100% - Preventive, Minor Restorative
	50% - Major Restorative, Removable Prosthodontics
	50% - Orthodontics
Deductible	Nil
Maximums	Unlimited - Preventive, Minor Restorative
	\$2,500 per cal. yr. - Major Restorative (eff. 01-Jan-08)
	\$1,500 per calendar year - Removable Prosthodontics
	\$2,500 Life Time - Orthodontics
Orthodontic Age Limitation	Dependent Children only
Fee Schedule	Current Year (General Practitioners)
Recall Frequency	9 months exception based on medical/dental need
Termination age	65, or earlier of retirement
Survivor Benefit	24 months

18.07

LIFE INSURANCE	
Benefit amount	2 times annual earnings
Maximum	\$500,000
Non Evidence Maximum	\$500,000
Reduction	50% at Age 65
Termination age	70, or earlier of retirement
Accidental Death & Dismemberment	
	Equal to Basic Life

18.08

EXTENDED HEALTH CARE	
Deductible	No Deductible
Reimbursement	100%
Overall Maximum	Unlimited
Waiting Period	3 months
Overage Dependent	21; No Limit if in school full time
Survivor Benefit	24 months
Termination age	65, or earlier of retirement
Vision Care	\$350/24 months
Eye Examinations	\$125/24 months

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Hospital	Semi-private and/or Private Accommodation
Convalescent Hospital	Semi-private and/or Private Accommodation
Chronic Care	Not a Benefit
Private Hospital	Not a Benefit
Drugs	
- Type	Mandatory Generic
	exception based on medical need for the Brand name drug
- Drug Card	Yes
- Capped Dispensing Fee	N/A
- Co-payment	100%
- ODB Deductible/Dispensing Fees	Yes
- Fertility Drugs	\$2,500 per calendar year
- Smoking Cessation	Not a Benefit
- Anti-obesity	Covered
-Erectile Dysfunction	Not a Benefit
Private Duty Nursing	1 x 8hr shift/day to 365 day per lifetime maximum
Chiropractor	\$500 per calendar year
- Deductible	N/A
Osteopath	\$500 per calendar year
Podiatrist	\$500 per calendar year
Naturopath	\$500 per calendar year
Speech Therapy	\$500 per calendar year
Clinical Psychologist / Marriage / Family Therapist	\$500 per calendar year
Physiotherapist / Athletic Therapist	\$500 per calendar year
Massage	\$500 per calendar year
Nutritional Counselling	\$500 per calendar year
Orthopaedic Shoes or Boots	\$500 per calendar year
Custom-Moulded Orthotic's	\$500 per calendar year
Hearing Aids	\$500/60 consecutive months
Ambulance	Covered
Medical Equip. & Supplies	Covered
Travel	
Benefit Maximum	\$1,000,000 per trip
Trip Duration	60 days
Referral Services	N/A
Emergency Assistance Services	Yes

Termination age	65, or earlier of retirement
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18.09 There shall be no change in any of the sections referred to in Article 18 without the consent of the Board and the Association.

18.10 a. The Board shall provide and pay the premiums for the benefits mentioned in Article 18.06, 18.08, for retired Members, from normal retirement when the age and years of service equal the factor of eighty-five (85) or a Member is retired onto pension due to medical disability and has attained the age of fifty (50) years. If benefits are provided through other employment, this provision is not effective while such Member is so employed and relieves the Board of such responsibility until the Member ceases employment.

It is further agreed that clause 18.10 a "lifetime benefits" as awarded through arbitration shall only apply to uniform Members employed by the Port Hope Police Services Board prior to January 1, 2014

b. Members hired on or after January 1, 2014 are entitled to benefits as defined in sections 18.06 and 18.08 for all retired Members, who retire under OMERS with an unreduced pension, until they reach the age of sixty-five (65) years at which time benefits will cease.

c. The Board hereby agrees that, when OMERS amends the normal retirement age and years of service equal the factor eighty-five (85) to a lesser factor, it shall be construed as amending Article 18.10 a.

d. REINSTATEMENT: When a Member recovers from a disability and can perform his/her regular duties, the Board shall return the Member to his/her regular occupation.

e. ACCOMMODATION: When a Member recovers from a disability but cannot perform his/her regular duties, and there is no possibility for a return to work, the member shall be accommodated. When a member is accommodated, they shall receive their normal salary and benefits for a period of two years from the first day of accommodation. Once two years have been completed, the board shall continue to accommodate the member and the member shall be paid at a rate of 75% of the member's normal salary with full benefits. Normal salary is defined as the current rate of pay for the position the member held prior to disability

If the member recovers from a disability consequently from the execution of the member's duty and WSIB has cleared the member to return to the workplace, but he/she cannot perform his/her regular duties, the member shall be accommodated with no loss of salary or benefits. The suitability of such employment shall be determined upon agreement with the Board, and Member, and the Association.

f. The Board, at its own cost, shall provide Hepatitis immunization for all Officers, if requested.

g. The Board shall pay the fee when a Doctor's note is required

18.11 Maternity/Parental Leave

The Board shall grant a leave of absence without regular pay to a pregnant Member who has served at least thirteen (13) weeks comprising at least five hundred and twenty (520) hours worked with the Port Hope Police Service prior to the expected delivery date.

This maternity/parental leave shall be granted in accordance with the *Ontario Employment Standards Act*. The following is intended to reflect the Act, as amended. Where any conflict exists, the provisions of the Act shall prevail:

A Member shall be entitled to maternity leave of up to seventeen (17) week's duration. A pregnant Member is entitled to such a leave provided she makes a written application, accompanied by a certificate from a qualified medical practitioner attesting to the expected delivery date, at least two (2) weeks prior to the commencement of such leave.

During this leave, the Member shall:

- a. Continue to accrue seniority;
- b. Continue to receive those benefits as provided for under the Port Hope Police Services Collective Agreement.

When a Member is entitled to a maternity leave under this article and provides the Board with proof that she has applied for and is eligible to receive Unemployment Insurance Benefits pursuant to Regulation 57-13 of the Employment Insurance Act and Regulations as amended, she shall be paid the following allowances:

- a. For maternity/parental leave, the first two (2) weeks of the unemployment insurance waiting period, a payment equivalent to eighty-two percent (82%) of the actual salary for his/her classification which he/she was receiving on the last day worked prior to commencement of the maternity/parental leave.
- b. For a maximum of fifteen (15) additional weeks, a top-up payment equivalent to the difference between the sum of the weekly Employment Insurance maternity leave benefits she is eligible to receive, plus any other earning she may receive up to a maximum of eighty-two percent (82%) of the actual salary for her classification which she was receiving on the last day worked prior to commencement of the maternity leave.
- c. In the case of parental leave for a maximum of thirty-five (35) weeks, a top up payment equivalent to the difference between the sum of the weekly Employment Insurance parental leave benefits he/she is eligible to receive, plus any other earnings he/she may receive to a maximum of eighty-two percent (82%) of the actual salary for his/her classification which he/she was receiving on the last day worked prior to commencement of the parental leave.

On return from maternity/parental leave, the Member shall be assigned to his/her former position and paid at the level in the salary range that he/she would have attained had the maternity/parental leave not been granted.

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- 18.12 In cases where a Member is killed while working in his/her capacity as a Police Officer for the Port Hope Police Service on a regularly scheduled tour of duty or as directed by a Superior Officer with the Port Hope Police Service, the Board shall pay the Member's spouse or children, as the case may be, one hundred percent (100%) of the Member's full salary for one (1) year from the date of death. The Board shall also pay for premiums necessary for the Member's immediate family to continue to receive all benefits listed in 18.06, 18.07 and 18.08 in this Collective Agreement for the rest of the Member's spouse's life with no exceptions. Any biological children of the Member shall continue to receive said benefits until they are no longer dependent. At the time of the death of the Member, the Board shall pay any biological children of the Member a one-time lump sum payment of twenty thousand dollars (\$20,000.00) to be held in trust until the child reaches the age of twenty one (21) years.
- 18.13 In cases where a Member is killed while working in his/her capacity as a Police Officer for the Port Hope Police Service on a regularly scheduled tour of duty or as directed by a Superior Officer with the Port Hope Police Service, the Board shall pay one hundred per cent (100%) of all reasonable costs associated with a full Police Funeral and reception for the deceased Member to a maximum of ten thousand dollars (\$10,000.00).
- 18.14 *If a Member exhausts the 96 hour non-accumulative sick bank, any further sick time that does not constitute short term or long term disability, shall be deducted from the Member's bi-weekly pay. The Member's lieu bank, annual leave, statutory holiday leave, or accrued time shall not be used to compensate for the shortfall unless approved by the Chief of Police.*
- 18.15 Should a member be ordered into self-isolation by the Chief of Police due to exposure to pandemic related virus, the PHPS shall pay the member their full pay with no sick day deduction for the duration of their isolation in the following circumstances:
- a) In the event that the member has contracted the virus and is asymptomatic.
 - b) In the event that the contraction was due to a workplace exposure and WSIB has denied the member's claim.

Should a member be exposed to a pandemic related virus when not on duty, and experiences symptoms that render the member unable to perform his or her regular duties, the member shall have the option to utilize non-accumulating sick days and apply for short-term disability benefits if required.

ARTICLE 19 – PENSIONS

- 19.01 The Board shall pay fifty percent (50%) of the cost of the Ontario Municipal Employees Retirement Plan (OMERS) with respect to each Member of the Department.
- 19.02 The normal retirement age shall be sixty (60) years of age.
- 19.03 Any Member attaining the minimum factor (without penalty) as set out from time to time by OMERS shall qualify for a one-time offer by the Board to retire. This offer shall consist of \$1,000 (one thousand dollars) per year of service, to a maximum of \$30,000 (thirty thousand dollars) payable within thirty (30) days of retirement. However, nothing shall prohibit the Board, at its sole discretion, from increasing this offer on a case by case basis.

The Member shall notify the Board at least (30) days prior to reaching the early retirement factor of his/her intention to retire within the next following ninety (90) days. Any Member not retiring within that ninety (90) day period of time shall not receive the Early Retirement Incentive.

ARTICLE 20 – SELF-IMPROVEMENT COURSES

- 20.01 The Board shall reimburse any Member for that Member's registration fees and book expenses for any course that the Member successfully completes which will improve his/her skill as a Police Officer, on his/her own time, subject to the approval of the Chief of Police, to an annual maximum of one thousand (\$1,000.00).

ARTICLE 21 – MEAL ALLOWANCE

- 21.01 When a Member is required to remain on duty for a period of more than three (3) consecutive hours beyond his/her normal tour of duty, he/she shall be paid a meal allowance of ten dollars (\$10.00). Further meal allowance shall be provided on the same basis for each additional consecutive five (5) hours so worked.

- 21.02 When a Member is required to be on duty out of town, at a work location more than **25k** from 56 Queen St., Port Hope and subject to approval of the Chief of Police, he/she shall be paid up to a maximum of the following for meals:

Breakfast: \$12.00 midnight – 10:00 a.m.

Lunch: \$18.00 10:00 a.m. – 4:00 p.m.

Dinner: \$36.25 4:00 p.m. – midnight

Total allowance for meals shall not exceed sixty-six dollars and twenty-five cents (\$66.25) in any one (1) day. Original, itemized receipts must be provided in order for the employee to receive reimbursement. No reimbursement will be made beyond the maximum.

When a Member is out of town for more than twenty-four (24) hours and entitled to three (3) consecutive meals the daily limit can be applied without restriction per meal.

ARTICLE 22 – GRIEVANCE PROCEDURE

- 22.01 A Member of the Police Service who claims a violation or misrepresentation or non-application by the Board or any of its representatives in regard to any of the terms of this Agreement, may lodge a complaint and the complaint will be dealt with as hereinafter provided:
- a. If a Member of the Police Service has a complaint, the Member will first take the complaint 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 said Member of the Police Service within seventy-two (72) hours of the complaint first being presented.
 - b. If the reply of the Superior Officer is not satisfactory, the Member of the Police Service may, within one (1) week of the Superior Officers' reply, or if no reply is given within seventy-two (72) hours, place a complaint in writing as a grievance and submit it to the Chief of Police. Within one (1) week of receipt of the written grievance the Chief of Police will meet with the executive of the Association and the complainant to examine and discuss the grievance. Within one (1) week of the aforesaid meeting a written reply to the grievance will be given to the Executive of the Association by the Chief of Police.
 - c. If the reply of the Chief of Police is not satisfactory, the Member of the Police Service may, within one (1) week of the receipt of the Chief of Police's reply, submit the written grievance from "clause b" to the Labour Relations Committee of the board. Within one (1) week of receipt of the written grievance, the Labour Relations Committee of the Board will meet with the Executive of the Association and the complainant to examine and discuss the grievance. Within one (1) week of the aforesaid meeting, a written reply to the grievance will be given to the Executive of the Association by the Labour Relations Committee of the Board.
 - d. Any grievance which is not settled after completing the procedure set out above, may be referred to arbitration in accordance with the provisions of the Police Service Act, R.S.O. 1990, as amended.
- 22.02 The time limits contained in this Article are mandatory and failure to comply with any time limits shall be deemed abandonment of the grievance or denial of the grievance as the case may be. Notwithstanding the foregoing, the Parties may agree to waive or extend any of the time limits established in the grievance procedure, providing such waiver or extension is in writing.

ARTICLE 23 – CONTRACT

- 23.01 Each Member of the Association will be supplied with a copy of each new Agreement and the Board shall bear the cost of making such copies.
- 23.02 All retroactive pay resulting from the signing of a Contract will be paid in full to each Member no more than two (2) months to the day once the Memorandum of Agreement stating that the new contract has been signed. Thereafter, interest on all monies owed will be compounded at the current market rate.

ARTICLE 24 – TERMS OF AGREEMENT

- 24.01 This Agreement shall be in effect from the first (1st) day of January 2021 and shall remain in force to the thirty-first (31st) day of December 2024, inclusive.

If either party to this Agreement shall desire to amend or otherwise alter or revise any section, they shall so indicate to the other Party, in writing, not more than ninety (90) days and not less than thirty (30) days previous to expiry date of the said Agreement, their intention to amend, alter or revise the Agreement.

- 24.02 If a Member should terminate his/her employment during the period that negotiations are in process, the Board agrees that the Member shall be entitled to receive all applicable adjustments, upon execution of the Agreement.

ARTICLE 25 – AMALGAMATIONS

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

ARTICLE 26- BASIC RECRUIT TUITION

- 26.01 A Probationary Constable, hired by the Board for the purpose of attending Basic Recruit Training at the Ontario Police College shall be responsible for any tuition fees required by the Ontario Police College for attendance. If the Member is unable to pay the required tuition fees, the Board shall pay the fee on the Member's behalf. The Member shall repay this fee to the Board by regular instalments deducted from his/her pay cheque in a time not to exceed fifty-two (52) consecutive pay periods immediately following the date of hire. The outstanding balance shall not accrue any interest of any kind. The Member shall not be bound to any process of examination to determine ability to pay the fee to the Ontario Police College before the Board pays the fee on his/her behalf. This clause shall not restrict a Member from repaying the loan at an accelerated rate at his/her own discretion. This clause shall only apply to Probationary Constables hired for the purpose of attending Basic Recruit Training at the Ontario Police College. It shall not apply to any other Constables, Sergeants, or Staff Sergeants covered by this Collective Agreement, attending any course provided by the Board.

ARTICLE 27 – PART-TIME POLICING

- 27.01 The Port Hope Police Association believes that all police Officers employed by the Port Hope Police Services Board should be employed under the Port Hope Police Collective Agreement and any other means of employment is contrary to this agreement.
The following terms and conditions will apply to the model Temporary Constable Contract known as Schedule “B”. This Collective Agreement will override any other current personal service agreements between the Board and any other Members of the Police Service and those agreements shall become part of the Collective Agreement.
- 27.02 Up to two casual Part-Time Constables may be employed by the Port Hope Police Services Board to augment the full -time staff. The Part-Time Constable may be utilized to backfill shifts during absences due to sick leave, Short Term Disability, Long Term Disability, WSIB absence, training, Maternity/Parental Leave or any other staffing shortfall that causes a platoon to be short-staffed on a day-to-day basis. It is understood that the casual Part-Time Constable will not be utilized to reduce the authorized complement of the Port Hope Police Service. The casual Part-Time Constable may be used for extra shifts and/or other duties as required.
- 27.03 A Casual Part-time Member who is subsequently reclassified to full-time status, prior to the expiration of the Casual Part-time Member’s contract (see attached Appendix B), shall have all service time as a Casual Part-time Member applied to full-time service seniority. Seniority shall be applicable to all provisions of this agreement. No other prior service shall be recognized for this purpose.
- 27.04 A temporary Member shall be a Member of the Port Hope Police Association and pay dues as set out by the Association.
- 27.05 Salary shall be that as set out in Schedule “A” at the rate of Third Class Constable.
- 27.06 All provisions of the Collective Agreement apply to the Casual Part-Time Officer with the following Article exclusions:
Article 5 – Employee Seniority
Article 6 – Acting Sergeant and Senior Constable Premium
Article 7 – Hours of Work
Article 8 – Shift Premiums
Article 9 – Overtime (recall)
Article 10 – Court
Under Article 12 –12.03 Cleaning Allowance
Article 15 – Leaves of Absence
Article 16 – Vacations
Article 17 – Paid Holidays
Article 18 - Health and Welfare
Article 19 – Pensions
Article 20 – Self-Improvement Courses
Article 25 – Amalgamations

ARTICLE 28 – TRAINING INITIATIVE

28.01 By October 1st of each year, the training requirements for the next year will be identified and the hours of training, 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 as time off in conjunction with annual leave, statutory leave and accrued leave. It is understood by the Association that the maximum amount of leave under the Collective Agreement during the summer period is 192 hours inclusive of the training days discussed in this MOU.

When training is required, the officers will be scheduled on days off but will not submit for overtime, as per Article 9 of the Uniform Collective Agreement.

ARTICLE 29 – PART TIME CONSTABLE

29.01 A part time Constable may be employed on various eight (8) hour shifts as necessary to cover unforeseen shift shortages, to augment shift strength and, on occasion, a twelve (12) hour shift or shift blocks in the event of an unscheduled shift shortage.

29.02 For the first ninety-six (96) hours worked in a calendar month a part time Constable will be paid at the hourly rate of a third class (3rd) Class Constable. After ninety-six (96) hours worked in the same calendar month a part time Constable will be paid the base hourly rate of a first (1st) class Constable.

If assigned to full time duties to replace an Officer on extended leave, the part time Constable will be paid at the base rate of a first (1st) class Constable.

29.03 In the event of recall for other than a schedule shift a part time Constable will be paid;

- 1) a minimum of three (3) hours at 1.5 times the third (3rd) class Constable rate when within the first (1st) ninety-six (96) hours worked in a calendar month
 - 2) a minimum of three (3) hours at 1.5 times the first (1st) class Constable rate after ninety-six (96) hours worked in the same calendar month
- The minimum also applies to recall for escorts, special details and/or Court attendance.
The foregoing replaces Section V – Hours of Work and Section VI- Rate of Pay in the original Agreement.

DATED THIS _____ DAY OF _____ 2021

THE PORT HOPE POLICE SERVICES BOARD

J. Gilmer, Chair PHPSB

Name

Signature

THE PORT HOPE POLICE ASSOCIATION

S. Austin, President PHPA

Name

Signature

C. Anderson, Vice President PHPA

Name

Signature

SCHEDULE "A"		ANNUAL SALARIES AND HOURLY RATES - UNIFORM - PORT HOPE POLICE SERVICE																	
CLASSIFICATION		2020	HRLY	01-Jan-21	HRLY	01-Jul-21	HRLY	01-Jan-22	HRLY	01-Jul-22	HRLY	01-Jan-23	HRLY	01-Jul-23	HRLY	01-Jan-24	HRLY	01-Jul-24	HRLY
Based on	2080	hours		1.5%		1.0%		1.50%		0.85%		1.50%		0.85%		1.50%		0.85%	
Staff adjusted to 123% of FCC																			
STAFF SGT 23+YRS	9%	\$129,625.12	\$62.32	\$134,858.74	\$64.84	\$136,207.33	\$65.48	\$138,250.44	\$66.47	\$139,425.57	\$67.03	\$141,516.95	\$68.04	\$142,719.85	\$68.62	\$144,860.64	\$69.64	\$146,091.96	\$70.24
STAFF SGT 16-22 YRS	6%	\$126,057.46	\$60.60	\$131,147.03	\$63.05	\$132,458.50	\$63.68	\$134,445.38	\$64.64	\$135,588.17	\$65.19	\$137,621.99	\$66.16	\$138,791.78	\$66.73	\$140,873.65	\$67.73	\$142,071.08	\$68.30
STAFF SGT 8 - 15 YRS	3%	\$122,489.79	\$58.89	\$127,435.33	\$61.27	\$128,709.68	\$61.88	\$130,640.32	\$62.81	\$131,750.77	\$63.34	\$133,727.03	\$64.29	\$134,863.71	\$64.84	\$136,886.66	\$65.81	\$138,050.20	\$66.37
STAFF SGT	base	\$118,921.23	\$57.17	\$123,723.62	\$59.48	\$124,960.85	\$60.08	\$126,835.27	\$60.98	\$127,913.37	\$61.50	\$129,832.07	\$62.42	\$130,935.64	\$62.95	\$132,899.67	\$63.89	\$134,029.32	\$64.44
123% of FCC																			
CIB SGT 23+YRS	9%	\$125,304.29	\$60.24	\$127,183.85	\$61.15	\$128,455.69	\$61.76	\$130,382.53	\$62.68	\$131,490.78	\$63.22	\$133,463.14	\$64.16	\$134,597.58	\$64.71	\$136,616.54	\$65.68	\$137,777.78	\$66.24
CIB SGT 16-22 YRS	6%	\$121,855.55	\$58.58	\$123,683.38	\$59.46	\$124,920.22	\$60.06	\$126,794.02	\$60.96	\$127,871.77	\$61.48	\$129,789.84	\$62.40	\$130,893.06	\$62.93	\$132,856.45	\$63.87	\$133,985.73	\$64.42
CIB SGT 8 - 15 YRS	3%	\$118,406.81	\$56.93	\$120,182.91	\$57.78	\$121,384.74	\$58.36	\$123,205.51	\$59.23	\$124,252.76	\$59.74	\$126,116.55	\$60.63	\$127,188.54	\$61.15	\$129,096.37	\$62.07	\$130,193.68	\$62.59
CIB SERGEANT	base	\$114,958.06	\$55.27	\$116,682.44	\$56.10	\$117,849.26	\$56.66	\$119,617.00	\$57.51	\$120,633.74	\$58.00	\$122,443.25	\$58.87	\$123,484.02	\$59.37	\$125,336.28	\$60.26	\$126,401.64	\$60.77
116% of FCC																			
SGT 23+YRS	9%	\$121,523.56	\$58.42	\$123,346.41	\$59.30	\$124,579.88	\$59.89	\$126,448.58	\$60.79	\$127,523.39	\$61.31	\$129,436.24	\$62.23	\$130,536.45	\$62.76	\$132,494.49	\$63.70	\$133,620.70	\$64.24
SGT 16-22 YRS	6%	\$118,178.87	\$56.82	\$119,951.55	\$57.67	\$121,151.07	\$58.25	\$122,968.33	\$59.12	\$124,013.57	\$59.62	\$125,873.77	\$60.52	\$126,943.70	\$61.03	\$128,847.85	\$61.95	\$129,943.06	\$62.47
SGT 8 - 15 YRS	3%	\$114,834.17	\$55.21	\$116,556.68	\$56.04	\$117,722.25	\$56.60	\$119,488.08	\$57.45	\$120,503.73	\$57.93	\$122,311.29	\$58.80	\$123,350.93	\$59.30	\$125,201.20	\$60.19	\$126,265.41	\$60.70
SERGEANT	base	\$111,489.49	\$53.60	\$113,161.83	\$54.40	\$114,293.45	\$54.95	\$116,007.85	\$55.77	\$116,993.92	\$56.25	\$118,748.83	\$57.09	\$119,758.19	\$57.58	\$121,554.57	\$58.44	\$122,587.78	\$58.94
112.5% of FCC																			
D.C. 23+YRS	9%	\$114,502.19	\$55.05	\$116,219.72	\$55.87	\$117,381.92	\$56.43	\$119,142.65	\$57.28	\$120,155.36	\$57.77	\$121,957.69	\$58.63	\$122,994.33	\$59.13	\$124,839.25	\$60.02	\$125,900.38	\$60.53
D.C. 16-22 YRS	6%	\$111,350.76	\$53.53	\$113,021.02	\$54.34	\$114,151.23	\$54.88	\$115,863.50	\$55.70	\$116,848.34	\$56.18	\$118,601.06	\$57.02	\$119,609.17	\$57.50	\$121,403.31	\$58.37	\$122,435.24	\$58.86
D.C. 8 - 15 YRS	3%	\$108,199.32	\$52.02	\$109,822.31	\$52.80	\$110,920.53	\$53.33	\$112,584.34	\$54.13	\$113,541.31	\$54.59	\$115,244.43	\$55.41	\$116,224.01	\$55.88	\$117,967.37	\$56.72	\$118,970.09	\$57.20
DETECTIVE Constable	base	\$105,047.87	\$50.50	\$106,623.59	\$51.26	\$107,689.82	\$51.77	\$109,305.17	\$52.55	\$110,234.27	\$53.00	\$111,887.78	\$53.79	\$112,838.83	\$54.25	\$114,531.41	\$55.06	\$115,504.92	\$55.53
106% of FCC																			
CLASSIFICATION			HRLY	01-Jan-21	HRLY	01-Jul-21	HRLY	01-Jan-22	HRLY	01-Jul-22	HRLY	01-Jan-23	HRLY	01-Jul-23	HRLY	01-Jan-24	HRLY	01-Jul-24	HRLY
Based on	2080			1.5%		1.0%		1.50%		0.85%		1.50%		0.85%		1.50%		0.85%	
F.C.C. 23+YRS																			
F.C.C. 23+YRS	9%	\$108,020.92	\$51.93	\$109,641.23	\$52.71	\$110,737.65	\$53.24	\$112,398.71	\$54.04	\$113,354.10	\$54.50	\$115,054.41	\$55.31	\$116,032.37	\$55.78	\$117,772.86	\$56.62	\$118,773.93	\$57.10
F.C.C. 16-22 YRS	6%	\$105,047.87	\$50.50	\$106,623.59	\$51.26	\$107,689.82	\$51.77	\$109,305.17	\$52.55	\$110,234.27	\$53.00	\$111,887.78	\$53.79	\$112,838.83	\$54.25	\$114,531.41	\$55.06	\$115,504.92	\$55.53
F.C.C. 8 - 15 YRS	3%	\$102,074.80	\$49.07	\$103,605.92	\$49.81	\$104,641.98	\$50.31	\$106,211.61	\$51.06	\$107,114.41	\$51.50	\$108,721.13	\$52.27	\$109,645.26	\$52.71	\$111,289.93	\$53.50	\$112,235.90	\$53.96
FIRST CLASS constable	base	\$99,101.78	\$47.65	\$100,588.31	\$48.36	\$101,594.19	\$48.84	\$103,118.10	\$49.58	\$103,994.61	\$50.00	\$105,554.53	\$50.75	\$106,451.74	\$51.18	\$108,048.52	\$51.95	\$108,966.93	\$52.39
100%																			
PC 2 C ~90% of FCC																			
PC 2 C ~90% of FCC		\$89,191.60	\$42.88	\$90,529.47	\$43.52	\$91,434.77	\$43.96	\$92,806.29	\$44.62	\$93,595.14	\$45.00	\$94,999.07	\$45.67	\$95,806.56	\$46.06	\$97,243.66	\$46.75	\$98,070.23	\$47.15
PC 3 C ~80% of FCC		\$79,281.41	\$38.12	\$80,470.63	\$38.69	\$81,275.34	\$39.07	\$82,494.47	\$39.66	\$83,195.67	\$40.00	\$84,443.61	\$40.60	\$85,161.38	\$40.94	\$86,438.80	\$41.56	\$87,173.53	\$41.91
PC 4 C ~60% of FCC		\$59,461.06	\$28.59	\$60,352.98	\$29.02	\$60,956.51	\$29.31	\$61,870.85	\$29.75	\$62,396.76	\$30.00	\$63,332.71	\$30.45	\$63,871.03	\$30.71	\$64,829.10	\$31.17	\$65,380.15	\$31.43
Recruit		42420.23	\$20.39	\$43,056.53	\$20.70	\$43,487.10	\$20.91	\$44,139.41	\$21.22	\$44,514.59	\$21.40	\$45,182.31	\$21.72	\$45,566.36	\$21.91	\$46,249.85	\$22.24	\$46,642.98	\$22.42
