



UNIFORM COLLECTIVE AGREEMENT

Regional Municipality
of Peel
Police Services Board

and

Peel Regional Police
Association

January 1, 2020 – December 31, 2024

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THIS AGREEMENT made this 1st day of January, 2020.

BETWEEN: THE REGIONAL MUNICIPALITY OF PEEL POLICE SERVICES BOARD
(hereinafter referred to as the "Board")

OF THE FIRST PART

AND: THE PEEL REGIONAL POLICE ASSOCIATION
(hereinafter referred to as the "Association")

OF THE SECOND PART

ARTICLE 1 - PURPOSE AND SCOPE

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Board and its employees, and to provide an orderly and amicable method of settling any difference or grievance which may arise between the Parties.
- 1.02 This Agreement shall apply to all full time members of the Peel Regional Police and Cadets as set out in Schedule "A" attached hereto and forming part of this Agreement.

ARTICLE 2 – DEFINITIONS AND TERMINOLOGY

- 2.01 Except where a contrary intention appears:
- a) "Association" means the Peel Regional Police Association.
 - b) "Board" means the Regional Municipality of Peel Police Services Board.
 - c) "Chief" means the Chief of Police of the Peel Regional Police.
 - d) "Civilian Member" means a member of the Civilian Staff of the Peel Regional Police who is entitled to be a member of the Civilian Bargaining Unit of the Peel Regional Police as afforded by the Police Services Act.
 - e) "Service" means the Peel Regional Police Service.
 - f) "Member" means a Police Officer of the Peel Regional Police, save and except the Chief, Deputy Chiefs, and Senior Officers at the rank of Inspector and above.
 - g) "Recruit Constable" refers to a person meeting the criteria set out in Section 43 of the Police Services Act who is hired to undergo Basic Constable Training at the Ontario Police College for prospective appointment as a police officer. For purposes of this Agreement, such persons shall be regarded as falling within the definition of "Member" outlined above except as otherwise expressly stated, even though technically Recruit Constables would otherwise be "Civilian Members". Where, upon successful completion of the Basic Constable Training Program, a Recruit Constable is appointed as a police officer, that member's employment with the Board shall be deemed to be continuous from the initial date of hire for purposes of the entitlements provided under this Agreement.

- h) “Seniority” means the total length of service a member has with the Service from their last date of hiring, including any period of absence due to extended sick leave, workplace injury or prolonged disability. In addition, the Board shall also include other period(s) of authorized leave of absence for up to a one (1) year period, and authorized leaves of absence attributable to pregnancy, parental, military (reservist) leave and any other job-protected leaves in accordance with the provisions of the Employment Standards Act, as amended.
- i) “Exigencies of service” means emergent circumstances.
- j) “Operational requirements” means staffing and service levels normally required to effectively respond to demands of service.
- k) “Cadet” refers to a person meeting the criteria set out in Section 43 of the Police Services Act who is hired to undergo training and further development on a full-time basis for a term of up to thirty (30) calendar months for the purpose of assessing, through a series of rotational assignments, his/her prospective suitability for selection as a “Recruit Constable.” For purposes of this Agreement, such persons shall be regarded as falling within the definition of “Member” outlined above except as otherwise expressly stated, even though technically Cadets would otherwise be “Civilian Members”. Where a Cadet is subsequently selected for appointment as a Recruit Constable, that member’s employment with the Board shall be deemed to be continuous from the initial date of hire for purposes of the entitlements provided under this Agreement.

2.02 When the singular is used in this Agreement, it shall be considered as if the plural has been used wherever the context so requires and that any gender-specific pronouns used in this Agreement will be interchangeable as non-binary and interpreted as gender-neutral pronouns where applicable.

2.03 In all instances of reference to the Chief of Police, it is acknowledged that the Chief may delegate his/her authority as he/she sees fit, in conformance with statutory law and contractual Agreement.

ARTICLE 3 - RECOGNITION

3.01 The Board recognizes the Association as the exclusive bargaining agent for all members as defined in Article 2.01 above.

3.02 Nothing in this Agreement shall be construed as imposing any personal liability upon any individual who from time to time is a member of the Board.

3.03 The Board agrees that the use of volunteers will not result in the lay off or termination of any bargaining unit members of the Service.

3.04 The Parties agree that personal employment contracts for bargaining unit members are not permissible.

ARTICLE 4 - MANAGEMENT FUNCTIONS

- 4.01 The Association acknowledges that, subject to the Police Services Act, 1990, as amended and the Regulations, as amended and made pursuant thereto, it is the function of the Board to:
- a) Maintain order, discipline and efficiency.
 - b) To hire, discharge, classify, promote, demote, transfer, or otherwise discipline any member of the Service.

Without limiting the generality of the foregoing, generally to supervise and administer the affairs of the Service.

The Board agrees that no member will be dealt with adversely without reasonable cause and that it will exercise the functions outlined in Article 4 fairly, and in a manner consistent with the Agreement, the Police Services Act, and the Regulations made there under by the Lieutenant Governor in Council.

- 4.02 Upon receipt of a request to the Supervisor – Administration, Human Resources a member or former member shall be provided with a confirmation of employment letter and/or listing of training courses completed.
- 4.03 The Parties agree that the work environment should be one that encourages mutual respect and preserves personal dignity. All members shall have the right to work in an environment that is free from discrimination as defined by the Ontario Human Rights Code and from workplace violence including personal harassment.
- 4.04 Every Cadet shall, upon commencing employment, be subject to a probationary period of six (6) months. Notwithstanding the provisions of Article 4.01, the Board may terminate a Cadet's employment during the probationary period, but before doing so shall give the member reasonable written information with respect to the reasons for the termination and an opportunity to reply, orally or in writing as the Board may determine.

ARTICLE 5 - ASSOCIATION MEMBERSHIP

- 5.01 All employees are eligible to become members of the Peel Regional Police Association.
- 5.02 It is mutually agreed that there will be no discrimination, interference, restraint, or coercion exercised or practiced by the Board or the Association, or any of their respective representatives, with respect to any employee because of his/her membership status or connection with the Association.
- 5.03 A member of the Peel Regional Police shall, as a condition of service, be required to notify the Board in writing of his/her authorization to deduct Association Membership Dues from his/her pay.
- 5.04 The Board recognizes the right of the Association to appoint or otherwise select a Negotiating and Grievance Committee with a maximum membership of four (4) members of the Service or five (5) if the Board's Committee is five (5). The Board will recognize and deal with the said Committee with reference to negotiations and grievances.

It is acknowledged that the members of the Committee do have their regular duties to perform as members of the Service and hence, time off for Committee matters will be with permission in all cases. Permission shall not be unreasonably withheld.

- 5.05 The Board agrees that it, through the Regional Municipality of Peel, will provide payroll deduction for the members, for the payment of all benefits, credit union deductions, membership fees for the Peel Regional Police Amateur Athletic Association and the deduction of dues on behalf of the Association, the sum of such deductions to be paid to the Association within one (1) month.

The Association agrees to indemnify and save the Board harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Board.

- 5.06 All members will be placed on a system of direct deposit for payroll.

ARTICLE 6 - HOURS OF WORK

- 6.01 The average work week shall be forty (40) hours each, including a sixty (60) minute lunch period daily, where the requirements of the Service permit. When the requirements of the Service do not permit a sixty (60) minute lunch period, lost time shall be credited to overtime at straight time rates. Except in case of emergency, members shall have two (2) consecutive days off in each week. Where a member is required to report for duty fifteen (15) minutes prior to the commencement of his/her tour of duty, such fifteen (15) minutes shall be paid for at regular (not overtime) rates.

Members may be allowed the privilege of exchanging tours of duty with permission. With reference to Christmas Day and the succeeding New Year's Day, such members as are scheduled to work both days, shall be permitted to exchange one (1) of the days for their normal day off as far as possible.

- 6.02 a) When a member is required to be on duty more than one-quarter (1/4) of an hour in excess of his/her regular tour of duty, the member shall receive, at the member's discretion, either credited time or payment, at the rate of time and one-half (1-1/2) for all such overtime worked. Overtime here shall mean time worked prior to and up to the start of a regular tour of duty and/or time worked as a continuation of a regular tour of duty.
- b) The Parties agree that authorized attendance for committee meetings or training outside of regular working hours will constitute overtime for the purposes of this article.
- c) Upon completion of such overtime worked by a member, the member shall indicate to his/her Officer-in-Charge whether the member elects to be paid for such overtime or to have the time credited to his/her overtime bank.
- d) Any periods of overtime for which the member has elected to receive time off, shall accumulate in his/her overtime bank. The balance of such bank shall increase with overtime hours worked, and decrease according to approved time off taken. All hours in excess of eighty (80) hours in the member's overtime bank as of December 31st of each year will be paid to him/her no later than January 31st.

- e) A member may, at any time throughout the year, request that all, or a portion, of the hours credited in their overtime bank be paid to them within thirty (30) days of such request.

6.03 Periods of overtime which the member has elected to take as compensating time off shall be allowed to accumulate and for every eight (8) hours or portion thereof so accumulated, the member shall be entitled to take that portion thereof off at the discretion of the Chief of Police. Members shall be allowed to carry forward up to eighty (80) hours of accumulation into the succeeding calendar year.

6.04 If an overtime period immediately following a regular tour of duty continues into a member's next regular tour of duty, such second tour will continue to be paid at the overtime rate.

A member having been on duty in excess of sixteen (16) straight hours shall be provided a minimum of eight (8) clear hours off duty before the commencement of his/her next shift and shall not incur a deduction of time from his/her next regularly scheduled shift for the hours required to provide for eight (8) clear hours.

In lieu of the provisions of Article 10.02, a member with a scheduled court appearance which concludes within four (4) hours of the commencement of his/her regular tour of duty may, subject to receiving prior approval from the officer in charge, elect to commence that tour upon attendance at court and continue on duty after the completion of their court attendance for such period as is required to complete the number of hours required for that shift. A member making such election must advise the officer in charge of his/her election at the conclusion of the court appearance in question.

6.05 A member who is required to work overtime as set out in Article 6.02 above and who so works for a period of two (2) hours or more beyond the end of his/her normal shift, shall be paid up to Fifteen Dollars (\$15.00) on presentation of food receipt and thereafter a similar allowance or, an addition to the allowance of Fifteen Dollars (\$15.00), shall be appropriate for every additional four (4) hour period worked, provided the time actually spent at meals will not be computed as overtime. A member shall also qualify for the allowance if, during his/her regular tour of duty, the member is on assignment outside the Region for a period in excess of three (3) hours, provided the time actually spent at meals will not be computed.

6.06 For the purposes of this Article "Callback" shall mean when a member who has reported off duty and has left the premises is called back to work before his/her next tour of duty. For such Callback duties, a member shall be paid at a rate of time and one-half (1-1/2) with a minimum guarantee of three (3) hours pay at time and one-half (1-1/2) for each Callback. In the event that the Callback continues into a regular tour of duty, the member shall be paid at overtime rate only until the start of the regular tour of duty and then revert to straight time rates.

Where a Callback occurs on the member's regularly scheduled day off, the member shall be paid at the rate of time and one-half (1-1/2) with a minimum guarantee of four (4) hours pay at time and one-half (1-1/2) for each Callback.

6.07 A member shall receive at least fourteen (14) days' notice of a permanent transfer (as distinguished from a temporary transfer or a transfer arising from a conflict or pending discipline) to another bureau, unit, division or shift. A member may consent to waive such notice.

- 6.08 Prior to the implementation of any new schedule or change to a schedule (other than a change of a temporary nature to meet the exigencies of service) for members in a unit or bureau, the Association shall be informed, in writing, of the proposed schedule along with the reasons why the schedule change is being contemplated and shall be provided with the opportunity to consult on such. The Parties may set up a committee with respect to any proposed schedule and the committee may informally solicit the views of members who would be working the proposed schedule and may make recommendations to the Chief or his/her designate concerning such proposal.
- 6.09 Members assigned to work on a rotation shift basis shall be paid a premium as follows:
- a) Each member who works a full calendar year on a three (3) shift rotation basis shall receive Five Hundred Dollars (\$500.00). To constitute a three (3) shift rotation, the two (2) secondary shifts combined must total at least fifteen percent (15%) of the total time worked in the rotation.
 - b) For members who work the full year on a two (2) shift rotation basis, the payment shall be Three Hundred and Twenty-Five Dollars (\$325.00). To constitute a two (2) shift rotation, the secondary shift must total at least fifteen percent (15%) of the total time worked in the rotation.
 - c) For members who work a rotational 12 hour Shift Schedule the premium shall be Four Hundred and Twelve Dollars and Fifty Cents (\$412.50).

In all cases, the premium shall be paid on the second (2nd) pay in January of the year immediately following that in which the premiums have been earned. Members who work less than the full year as above shall receive a pro-rata portion.

- 6.10 "On call" refers to a period outside the member's regularly scheduled shift/tour of duty in which he/she has been designated in accordance with an approved On Call Schedule to be readily available to return to duty as required. Members will normally be advised well in advance of any period in which they are expected to be "on call". For each four (4) hour period or major part thereof that a member is scheduled to be on call, he/she shall be compensated one (1) hour at his/her regular hourly rate. In the event of an incident requiring the member's attendance during the on call period, the member shall be compensated at the rate of one and one-half (1-1/2) times his/her regular hourly rate for each such hour worked, subject to a three (3) hour minimum guarantee.

Prior to its implementation, any proposed On Call Schedule shall be approved by the Senior Officer/Civilian Senior Manager accountable for the bureau/unit to which the schedule is to apply.

- 6.11 The Board shall not reschedule members' regular days off for the purpose of avoiding the incident or payment of overtime.

ARTICLE 7 - VACATIONS

- 7.01 Members are entitled to vacation with pay on the following basis:

After one (1) year of cumulative service - 120 hours.
 After five (5) years of cumulative service - 144 hours.
 After ten (10) years of cumulative service - 160 hours.

After fifteen (15) years of cumulative service - 200 hours.

After twenty (20) years of cumulative service - 240 hours.

After twenty-five (25) years of cumulative service - 280 hours.

After thirty (30) years of cumulative service - 288 hours plus an additional eight (8) hours for each subsequent year of cumulative service to a maximum of three hundred and twenty (320) hours.

All members retiring with thirty (30) years of cumulative service or more shall be entitled to their entire year's vacation entitlement, less any vacation time taken in the same vacation year. Such vacation shall be taken in time off only and shall not be transferable in pay.

All members hired after January 1st, 2016 retiring with thirty (30) years of cumulative service or more shall have their vacation entitlement prorated to the months actually worked prior to retirement in the vacation year. Such vacation shall be taken in time off only and shall not be transferable in pay.

A member shall, annually have his/her vacation bank credited in accordance with the above schedule. If the member qualifies for additional vacation entitlement by virtue of service in a given year then the additional entitlement shall be given for the entire calendar year.

When a member joins the Service, vacation entitlement shall be granted for the first year on a pro rata basis.

- 7.02 a) "Cumulative service" for determining vacation entitlement shall include all full-time, pro-rated part-time and temporary continuous and/or broken service with any Police Service in Canada, consistent with Bill 138. Where a member can provide an employment history to the Service for time employed as a temporary, part-time, or full-time member the Board shall include that time as cumulative to determining vacation entitlement.
- b) "Police Service in Canada" for the purpose of Article 7.02 (a) means the equivalent of a municipal police Service or the O.P.P. as referred to in the Police Services Act. Notwithstanding such definition, the Parties agree to the following specific exceptions where service with the agency will be eligible under Article 7.02(a):
- CN (Conrail) Police Service
 - CP Police Service
 - First Nations Police Services
 - Canadian Forces Military Police
 - RCMP

- 7.03 The approval of the vacation selection preferences of members shall be on the basis of seniority as defined in Article 2.01(h), consistent with the operational requirements of the Service. For greater clarity, members shall select vacation dates within the ranks in the Unit or Division.

- a) Each member shall, by April 1st, record his/her preferences with respect to the selection of the dates upon which the member's vacation is to be observed, provided:
- (i) that a member may elect to defer the selection of up to one (1) weeks' vacation; and/or,

- (ii) that a member may request vacation hours be carried over to the following calendar year pursuant to Article 7.07.

In all cases the number of hours selected for observance, together with the number of hours deferred and/or requested for carry-over, must be equivalent to the member's total vacation entitlement for that year.

- b) (i) Each member may, by August 1st, record his/her preferences with respect to the selection of those dates, if any, upon which the member's vacation is to be observed during the period January 1st to March 31st of the following calendar year.
- (ii) Each member shall, by August 1st, record his/her preferences with respect to the selection of those dates upon which the member's previously deferred vacation is to be observed during the same calendar year.

For the purposes of the selection process identified in sub-clause (b)(ii) only, the exercising of seniority in the selection of available vacation dates shall apply only amongst those members with competing deferred selection requests for the same vacation period(s), and shall not be applied so as to result in the displacement, cancellation, or deferral of any vacation periods previously approved for observance as part of the initial selection process identified in clause (a) above.

- c) The observance of approved vacation by one member shall receive priority consideration over the granting of stat time and compensating time off by another member(s) for the same period.
- d) A member whose approved vacation period has been cancelled due to the exigencies of service may:
 - (i) at any time, select and receive approval for, alternate period(s) for the observance of such time prior to the end of the calendar year; and/or,
 - (ii) no later than December 1st, request a carry-over of all or any part of such cancelled vacation for use in the following calendar year. Such request shall be submitted by memorandum to the Supervisor specifying the date(s) and hours cancelled due to exigencies of service and the total number of hours requested for carry-over to the following calendar year.

- 7.04 In cases where a member is off duty as a result of illness, or being injured on duty prior to the start of his/her annual vacation and is therefore unable to enjoy his/her annual leave, the member will be allowed to take such portion of annual leave upon his/her being able to return to active duty, subject to operational requirements being met and provided such period of leave time is agreeable to the member. Where, due to operational requirements, such annual leave cannot be accommodated within the same calendar year, the member shall be allowed to carry over his/her unused vacation to the next year.

In the event a member is hospitalized during his/her annual leave, upon furnishing satisfactory medical documentation acceptable to the Board, the leave period shall be classified as sick leave and the vacation leave bank will be replenished the appropriate hours.

- 7.05 Members who are not at work due to pregnancy or parental leave in any given year shall have any pay out of their accrued vacation deferred until the first pay deposit following their return or as soon as possible after that date.
- 7.06 Subject to Articles 7.03 and 7.04, vacation shall not be cumulative from one calendar year into the next.
- 7.07 Notwithstanding Article 7.06, a member may make application to carry over up to one-half (1/2) of his/her annual vacation entitlement for a specific reason from one year into the following year. Such request shall not be unreasonably withheld.

For members on Pregnancy and/or Parental Leave, the member may make application to carry over up to a maximum of his/her annual vacation entitlement in the year the leave commences or ends.

- 7.08 Any hours remaining in the member's vacation bank on December 31st arising from the cancellation of an approved vacation period(s) which have not been approved for carry over shall be paid out in the first pay deposit of the following year or as soon as possible after that date.

For members assigned to act in a higher rank for an indefinite period during the course of the calendar year and who are to receive a payout in respect of unused vacation credits remaining in their vacation banks as of December 31st of that calendar year, the payout of all such hours shall be at the acting rate, pro-rated for the time spent in the acting capacity.

ARTICLE 8 - STATUTORY HOLIDAYS

- 8.01 Members shall be compensated for the following Statutory Holidays:

New Year's Day	Canada Day	Remembrance Day
Good Friday	Civic Holiday	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	Family Day
One (1) Floating Holiday*		

* To be taken at a time that is mutually agreed to between the member and member's Supervisor.

- 8.02 A member who is assigned to a position which normally requires the member to work Monday to Friday shall, when not required to work on the day of observance for a statutory holiday, receive the day off with pay. In the event the member is required to work on the statutory holiday, the member shall receive, in addition to the regular day's pay, either accredited time or payment, at the member's discretion, at the rate of time and one half (1-1/2) for all hours worked, with a minimum guarantee of three (3) hours at the rate of time and one half (1-1/2). Such payment shall not be pyramided with Callback under Article 6.06 in Article 6. A credit under this Article shall be applied in the same manner as overtime under Article 6.02 in Article 6.
- 8.03 A member not covered by Article 8.02, shall be compensated for the statutory holidays on the following basis:
- a) Fifty-six (56) hours shall be paid at the rate of time and one-half.

As an alternative, members may apply for time off rather than payment, but the time off will be at straight time rather than time and one-half. A list will be posted on December 1st each year for members to indicate their desire for time off. The list will be finalized by January 31st. Subject to operational requirements of the Service requests will be considered in order of receipt but seniority will apply if day of request is identical.

- b) Forty-eight (48) hours shall be given as time off at straight time rates during the calendar year. Determination of the days shall be by mutual Agreement between the individual member and the Chief or his/her delegate.
 - c) Each member shall be entitled to elect the number of statutory holiday hours to be processed for payment (up to 56 hours) twice per year, just prior to the statutory holiday payouts in July, and January of the following year.
- 8.04 A member who receives payment under Article 8.03 may only receive time off for such statutory or other holidays:
- a) from the member's statutory holiday time off, debited at straight time rates; or
 - b) from the member's annual leave, debited at straight time for time taken on the holiday; or
 - c) from the member's 6.02 and 10.07 overtime credits, debited at the rate of time and one-half for time taken on the holiday.
- 8.05 A member who receives payment under Article 8.03 and who terminates service during the calendar year, shall receive compensation at time and one half or straight time in the same relative proportions and with the same options of payment or time off for each statutory holiday as provided under Article 8.03 that occurred during the portion of the calendar year the member worked up to a maximum of ninety-six (96) hours.

ARTICLE 9 - SALARIES

- 9.01 The annual salary for each classification is set out in Schedule "A" of this Agreement.
- 9.02 The Board agrees to pay an Urban Policing Allowance (UPA) as set out in Schedule "A" to this Agreement. The allowance shall be paid out in equal installments on a bi-weekly basis and is pensionable earnings. Those members employed by the Board on August 5th, 2004 shall have their prior service as a Sworn Officer with any other Canadian Police Service recognized for the purpose of calculating years of service required under this Article.

ARTICLE 10 - COURT TIME

- 10.01 Court time shall be deemed to be any time spent by a member in his/her off-duty hours in attendance at any Court, Inquest, or any time spent in litigation that is officially required as a result of his/her Police duties and the following provisions shall apply. Police duties must be while in the employ of the Peel Regional Police Service or the Police Service comprising the Peel Regional Police Service pursuant to Bill 138, to qualify.

- 10.02 a) When a member is required to attend Court in his/her off-duty hours not extending into his/her regular tour of duty, court time will be paid at time and one-half (1-1/2) for all hours spent attending morning, afternoon, and evening session (which session is on his/her day off or prior to but not contiguous with scheduled shift hours) with a minimum guarantee of four (4) hours at time and one-half (1-1/2) for the first session that an officer attends on a calendar day and a minimum guarantee of three (3) hours at time and one-half (1-1/2) for each subsequent attendance at a court session on that same calendar day with the following exception:
- b) Members attending an afternoon session of Court prior to the start of their regular afternoon shift tour of duty will be compensated at time and one-half (1-1/2) with a minimum of two (2) hours guaranteed.
- c) When a member is required to attend Crown Attorney meetings in his/her off-duty hours the member will be paid at time and one-half (1-1/2) for all hours spent attending such meetings with a minimum guarantee of three (3) hours at time and one-half (1-1/2), except where such meeting is immediately prior to and contiguous with the start of his/her regular shift or Court appearance as referred to in this Article in which case the member will be compensated at time and one-half (1-1/2) for actual hours at the meeting.
- 10.03 In lieu of the provisions of Article 10.02 a member with a scheduled morning Court appearance within four (4) hours of the completion of his/her tour of duty, may elect to remain on duty during such interim period and shall be entitled, in respect of the Court appearance and the interim period (if any) between the Court appearance and the tour of duty, to payment in accordance with the overtime provisions of Article 6.02 of Article 6. A member making such election must advise the officer in charge of his/her election prior to the commencement of his/her tour of duty.
- 10.04 When a member on duty is required to attend Court or a Crown Attorney meeting and is prevented from going off duty at his/her normal time by reason of such attendance at Court or Crown Attorney meeting, overtime provisions as outlined in Article 6 shall apply.
- 10.05 When a member is required to attend Court or return to duty on any occasion during his/her annual vacation, the member shall be granted double the hours of the applicable vacation period extra leave in compensation therefore for each day or portion thereof spent in Court or on duty. This will only apply after the member has become aware that his/her attendance is required at Court or on duty, at which time the member must immediately notify their immediate Senior Officer or Civilian Manager in that member's chain of command and receive specific clearance.

For the purposes of this Article 10.05, provided that a minimum of thirty (30) regular working hours are taken as annual leave, the regular days off and/or statutory holiday time taken off immediately preceding, in between, or immediately following such period of annual vacation, shall be considered part of the member's annual vacation. This Article shall not apply where a member schedules or amends his/her vacation period after a member is aware that he/she will or may be required to attend court during such period.

If the member must travel to Court from a place other than his/her normal place of residence, on a day other than the day of Court attendance, the member shall be granted one hour off for each hour spent travelling, to a maximum of eight (8) hours for each day spent travelling.

- 10.06 Any Court appearance and/or Crown Attorney meeting time by a member on Pregnancy Leave or Parental Leave shall be treated as an appearance or meeting time on a regularly scheduled day off and processed in accordance with the provisions of Article 10.07. Where the member elects credited time off and does not return to work, the credited time shall be paid out.
- 10.07 Payment of Court and Crown Attorney meeting time as outlined in Articles 10.01 to 10.04 inclusive, may be received by a member, at his/her discretion, either in credited equivalent time off or payment at his/her current rate of pay for all such Court and Crown Attorney meeting time. Any payment for such Court and Crown Attorney meeting time will be paid within thirty (30) days following the end of the quarter in which it is worked.

Periods of Court and Crown Attorney meeting time for which the member has elected to take as time off shall be allowed to accumulate and for every eight (8) hours or portion thereof so accumulated, the member shall be entitled to take that portion thereof off at the discretion of the Chief of Police.

The method of payment of entitlements under Article 10 shall be selected by the member in the same manner as under Article 6.02 of Article 6.

- 10.08 Any member who attends Court, Inquests, etc. shall return to the Board, through the Chief of Police, all fees and payments that the member receives for attending such Court, Inquest, etc.

All reasonable expenses incurred while the member is attending Court, Inquests, etc. will be reimbursed to the member. Should a member be required to attend any Court, Inquest, or litigation, etc. outside his/her Divisional Area, the member shall be entitled to travelling costs from his/her normal Divisional Detachment if not paid by Courts requiring his/her attendance to the place of the Court, Inquest, etc. Such payments to be equated at the going rate set by the Regional Municipality of Peel in effect at the time.

- 10.09 A member who has retired or taken the commuted value of their pension pursuant to the provisions of the O.M.E.R.S. pension plan shall, when required to attend Court, Inquest, and/or an Administrative Tribunal Hearing, including P.S.A. matters and time spent in conference calls with legal counsel in preparation for an appearance in connection with his/her duties as a member of the Peel Regional Police, be paid for such time in accordance with the provisions of Article 10 at the current straight time regular rate of pay for the rank held by the member at the time of such retirement. Upon prior approval all reasonable expenses incurred while the member is attending Court, Inquests, etc. will be reimbursed to the member.

ARTICLE 11 - ALLOWANCES AND UNIFORMS

- 11.01 This benefit shall not apply to any member(s) who has been assigned in order to accommodate the officer, (e.g. disability, pregnancy, under charge) who is not required to perform all the regular duties of the position, and not required to wear Civilian Attire.

Each member who is assigned to a Bureau which requires the wearing of civilian attire, shall be reimbursed for such expenditure in an amount not to exceed Thirteen Hundred and Fifty Dollars (\$1,350.00) if the member performs such duties for a full twelve (12) month period and if the member submits appropriate receipts for clothing required for the performance of his/her duties. If the member performs such duties for less than twelve (12) months, the member will be reimbursed proportionately for such expenditure on submission of the

appropriate receipts on a pro-rata basis, provided the member performs such duties for at least thirty (30) days within the twelve (12) month period.

All claims must be submitted no later than the 10th working day of the calendar year following the year in which the expenses were incurred to be eligible for reimbursement.

Effective January 1st, 2024 the clothing allowance shall be Fourteen Hundred Dollars (\$1,400.00).

11.02 The Board shall provide Dry-Cleaning Vouchers to each member, at an annual per-member cost to the Board of Three Hundred and Thirty-five Dollars (\$335.00) in compensation for dry-cleaning of members' clothing used in the course of duty. Dry-Cleaning Vouchers shall be distributed on a semi-annual basis. Voucher redemption shall be in accordance with the contract between the Board and the dry-cleaning vendor, a copy of which shall be provided to the Association.

11.03 a) A Constable who is assigned to one of the following Bureaux/Units shall be entitled to receive an investigative premium commencing after six (6) consecutive months, at the rate of two percent (2%) of the First Class salary; after twelve (12) consecutive months, at the rate of four percent (4%) of the First Class salary; after twenty-four (24) consecutive months, at the rate of eight percent (8%) of the First Class salary.

Effective January 1st, 2021 a Constable who is assigned to one of the following Bureaux/Units shall be entitled to receive an investigative premium commencing after six (6) consecutive months, at the rate of two percent (2%) of the First Class salary; after twelve (12) consecutive months, at the rate of four percent (4%) of the First Class salary; after twenty-four (24) consecutive months, at the rate of seven percent (7%) of the First Class salary.

When a member is transferred from an area that receives an investigative premium to an area that does not receive the investigative premium the member's investigative premium shall be adjusted in the reverse order that he/she received the premium (i.e., retain eight percent (8%) rate for twelve (12) months; reduce rate to four percent (4%) after twelve (12) months; reduce rate to two percent (2%) after eighteen (18) months; and no further premium after twenty-four (24) months:

Effective January 1st, 2021 any current member who has been transferred from an area that receives an investigative premium to an area that does not receive the investigative premium, the member's investigative premium shall be as follows: (retain seven percent (7%) rate for six (6) months; then reduce rate to four percent (4%) for six (6) months; and no further premium after twelve (12) months):

Criminal Investigation (Divisional)	Homicide & Missing Persons
Frauds Bureau	Major Collision
Forensic Identification Services	Central Robbery
Explosives Disposal Unit	Uniform Recruitment
Special Victims Unit	Internet Child Exploitation
Risk Assessment	Offender Management

Intelligence Services (including Commercial Auto, Covert Operations, Intelligence Security Section, Joint Forces Operations, Judicial Authorization Unit, Mobile Support, Organized Crime & Technical Services)

Professional Standards (including Public Complaints, Internal Affairs, Investigative Support, McNeil Disclosure & Civil Litigation) Vice, Narcotics and Street Level Organized Crime

Members assigned to a bureau/unit to which the premium applies shall have their previous consecutive service in an investigative area or service with a gap of up to twenty-four (24) months as above, included for purposes of calculating the appropriate premium rate to be applied. As further clarification, the percentage paid on "salary" shall mean the base rate as outlined in Schedule "A" of the Uniform Agreement.

This benefit shall not apply to any member(s) who has been assigned in order to accommodate the officer (e.g. disability, pregnancy, under charge) who is not required to perform all the regular duties of the position.

Members eligible for the investigative premium shall not be permitted to pyramid with either of the Front Line Response or the Tactical & Rescue and Canine Unit specialty premiums. Where a member is eligible for more than one of the above premiums, they shall be entitled to the higher premium.

- b) At any time during the term of this Agreement, the Association may, upon submission to the Chief of Police, request that an existing or newly created bureau/unit be considered for inclusion in the listing of those entitled to the investigative premium on the basis of the following criteria:
- (i) Where the primary responsibility of the officers assigned to such bureau/unit involves the conducting of investigations through traditional, forensic, or technological means; and,
 - (ii) Where such officers are responsible for the charging, and/or arrest of offenders; and,
 - (iii) Where such officers are required to prepare cases for court and/or other formal hearings and to give evidence; and,
 - (iv) Where such officers may be required to take charge of a crime scene and/or an investigation; and,
 - (v) Where such officers are regularly required to carry a case load; and,
 - (vi) Where such officers regularly work under limited supervision; and,
 - (vii) Where such officers are regularly required to participate as a member of an investigative team.

Where the duties and responsibilities of the officers assigned to the bureau/unit proposed meet no less than five (5) of the seven (7) criteria set out above, the Board, through the Chief of Police, shall approve the bureau/unit for inclusion in the listing of those to which the investigative premium applies.

- c) Absent a request by the Association pursuant to clause (b) above, the Board may approve the inclusion of a newly created bureau/unit in the listing of those entitled to the investigative premium where the duties and responsibilities of the officers assigned to the bureau/unit meet no less than five (5) of the seven (7) specified criteria.
- d) The members of a bureau/unit approved for inclusion in the listing shall be credited with consecutive service within that bureau, and with past consecutive service within other bureaux/units to which the investigative premium applies consistent with the provisions of sub-clause 11.03(a) above, for purposes of determining the applicable premium rate.

It is clearly understood and agreed that the crediting of past consecutive service shall apply only for purposes of calculating the premium rate payable to a member assigned to the bureau/unit approved for inclusion, and that in no event shall the approval of a bureau/unit for inclusion in the listing set out above, ceteris paribus, give rise to any claim in respect of retroactive premium entitlement or additional service credit except as expressly provided for within this clause.

- e) Any decision by the Board not to approve a bureau/unit for inclusion in the listing of those to which the investigative premium applies pursuant to the provisions of Article 11.03(b) may be the subject of a grievance by the Association in accordance with the provisions of the Uniform Agreement and the Police Services Act.
- 11.04 a) Any member who has completed five (5) years of service who is assigned to a Front Line Response unit shall be entitled to receive a premium of three percent (3%) of the First Class Constable salary. Front Line Response shall include those assigned to a Uniform Patrol platoon at a Division (including Airport), Divisional Traffic (including Airport), Strategic Enforcement, and Impaired Driving Enforcement.
- b) Operational members of the Tactical and Rescue Unit and Canine Unit shall be entitled to receive a speciality premium of five percent (5%) of the First Class Constable salary for the period of their assignment to the Unit. ("Operational" is defined as a member of the Unit who is a qualified tactical operator or animal handler and is available for call-backs, operational calls for service, warrants, etc.).
 - c) The premium will be suspended for any member who has not been performing Front Line Response, Tactical and Rescue Unit, or Canine Unit duties for more than thirty (30) continuous calendar days and shall be reinstated once the member returns to such duties.
 - d) For clarity, the First Class Constable salary as defined herein shall be the base rate as outlined in Schedule "A" of the Uniform Agreement and shall only apply when assigned to Front Line Response duties or as an operational member of the Tactical and Rescue or Canine Units.

11.05 The Board will provide Service Bars, or Badges, for recognition of years of service as a Police Officer.

11.06 Paid duty shall be administered on the basis of Peel Regional Police Directive.

ARTICLE 12 - TRAINING ALLOWANCES

- 12.01 A constable who is assigned as a Field Training Officer shall receive five percent (5%) of the salary rate of his/her rank for such period of time during which the member is actually performing training duties. No officer in any other rank shall receive this allowance including officers in receipt of the plainclothes allowance pursuant to Article 11.01.

Entitlement to the above-noted allowance shall be based upon the member's assignment to act as a Field Training Officer, and is not conditional upon the member having fulfilled the training requirements of the position.

ARTICLE 13 – PROMOTIONS, CLASSIFICATIONS AND ACTING RANK

- 13.01 With respect to promotions within the Service, present members will receive prior consideration. The Board agrees that all permanent vacancies shall be posted for ten (10) working days so that members interested may apply for consideration.
- 13.02 The Parties agree that the promotional process shall be conducted in a fair manner and adhere to the Board's Policy and Procedures. The Association shall be given an opportunity by the Board to make recommendations to the promotional process.
- 13.03 If an officer is not reclassified at the normal time, the member shall be given the reasons for such non-reclassification in writing. Copies of all such notices shall be forwarded to the Association forthwith. A member may lodge a grievance relative to his/her non-classification at a normal time, from 4th to 3rd, 3rd to 2nd, and 2nd to 1st Class Constable and from 2nd to 1st Class Cadet.
- 13.04 A member, except a Cadet, who is assigned to a higher rated rank/classification for a temporary period of not less than one (1) full hour of duty in each assignment, shall receive salary at the rate of the higher rank/classification corresponding to that member's service level for hours spent assigned to the higher rank/classification.
- 13.05 Any Constable attaining an overall percentage at the Ontario Police College Basic Constable course in excess of ninety percent (90%) shall be eligible to be reclassified six (6) months earlier than would normally occur.
- 13.06 All members shall receive their Performance Evaluation within thirty-five (35) days of when it is due, except where the Supervisor is unable to review the evaluation with the member due to the member's authorized absence on leave. In such event, the Evaluation shall be reviewed with the member subsequent to the member's return to work.
- 13.07 The Board shall forward to the Association, notice of all appointments, reclassifications, adjustments and promotions affecting all members.

ARTICLE 14 - SPECIAL LEAVES OF ABSENCE

- 14.01 A member shall be allowed up to ten (10) days leave of absence with pay in the event of the death of a child (to include still births), up to five (5) days leave in the event of the death of his/her father, mother, spouse, brother or sister, and up to three (3) days in the event of the death of mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild or grandparents of the member or persons standing in loco parentis. One (1) day shall be allowed in the case of grandparents of spouse. Only that portion of the ten (10), five (5), three (3), or one (1) day which would otherwise have been working time shall be paid.

If a member wishes Article 14.01 to apply to a common-law spouse as defined in the Family Law Act, the Service must be notified prior to any claim against this provision.

- 14.02 a) Pregnancy Leave without pay shall be in accordance with the Employment Standards Act of Ontario, as amended, except that a member commencing such leave who is in receipt of Employment Insurance (E.I.) benefits pursuant to the Employment Insurance Act shall be paid a supplementary benefit in an amount which with her E.I. benefit brings her compensation to eighty percent (80%) of her regular weekly earnings. Such payment shall commence following completion of the one (1) week E.I. waiting period and shall continue while the member is absent on Pregnancy Leave and is in receipt of such E.I. benefit for a maximum period of fifteen (15) weeks.
- b) Parental Leave without pay shall be in accordance with the Employment Standards Act of Ontario, as amended, except that a member commencing such leave who is in receipt of Employment Insurance (E.I.) benefits pursuant to the Employment Insurance Act shall be paid a supplementary benefit in an amount which with the member's E.I. benefit brings the member's compensation to eighty percent (80%) of his/her regular weekly earnings. Such payment shall commence immediately following the expiration of Pregnancy Leave where a combined leave is taken, or upon completion of the one (1) week E.I. waiting period where applicable, and shall continue while the member is absent on Parental Leave and is in receipt of such E.I. benefit for a maximum period of fifteen (15) weeks.
- c) Where a member is entitled to Pregnancy and/or Parental Leave in accordance with this Article and has applied for E.I. benefits and is required to serve a waiting period, the member shall be paid eighty percent (80%) of his/her regular weekly earnings for up to one (1) week during the waiting period. "Regular weekly earnings" shall be determined by multiplying the member's regular hourly rate on the last day worked prior to the commencement of the leave times the member's normal weekly hours.
- d) Any Pregnancy or Parental Leave granted must be ended by the member giving to the Chief of Police or his/her designate not less than two (2) weeks' notice prior to his/her scheduled return to work or four (4) weeks' notice to the members amended return to work date where such Leave is to be extended.
- e) For a member who commences a Pregnancy and/or Parental Leave, the Board shall continue its premium payments for the member's benefits under Article 17 during the period of such Leave(s).
- f) Seniority shall continue to accrue during the Pregnancy and/or Parental Leave periods.
- g) The Board shall grant Parental Leave for a period of up to sixty-three (63) weeks to a member who adopts a child, in accordance with the provisions of the Employment Standards Act, as amended.
- h) Where the member elects to take the extended parental leave and therefore receives a reduced weekly E.I. benefit, the supplementary benefit payable by the Employer under Article 14.02(b) shall be calculated on the basis of the unreduced E.I. benefit amount the member would have received had they not elected to take the extended leave.

- 14.03 a) Upon request by a member, the Board shall grant Leaves of Absence without pay and without loss of seniority subject to the following conditions:
- (i) such leaves shall not interfere with the operational requirements or exigencies of the Service;
 - (ii) such leaves shall not be unreasonably withheld or requested.
 - (iii) such leaves shall not exceed one (1) year, apart from any protected leaves prescribed by the Employment Standards Act, as amended.
 - (iv) such leaves shall not be granted for the express purpose of engaging in alternative full time employment.
- b) All requests for Leaves of Absence without pay shall be submitted in accordance with the following:
- (i) Leave of Absence which is less than four (4) weeks in duration:

Where the request is for an unpaid leave of absence of less than four (4) weeks' duration, the member shall submit an eTime leave request for approval by the Officer/Manager in Charge of the area for consideration. Where the request is approved, the approved status shall be reflected on the member's daily eTime sheet. Where the request is denied, written reason(s) for the decision shall be provided to the member.
 - (ii) Leave of Absence which is in excess of four (4) weeks in duration:

Where the request is for an unpaid leave of absence or series of leaves of absence exceeding four (4) weeks in any calendar year, an Application for Unpaid Leave of Absence Form (Schedule D) shall be completed and submitted to the Officer/Manager in Charge of the area at least thirty (30) days prior to the commencement date of the leave. The area O.I.C. shall forward the request through the chain of command to the Chief's Management Group (CMG) for consideration, indicating his/her recommended disposition of the request. Where the request is approved, a copy of the completed Application Form shall be returned to the area O.I.C., the member, and Human Resources for processing. Where the request is denied, written reason(s) for the decision shall be provided to the member with a copy to the area O.I.C.
- c) Where the request is approved, the member's leave of absence will be governed by the following terms and conditions:
- (i) The member's rank/classification, service and seniority will be frozen only if the leave extends beyond one (1) year. In any event, the member's classification, service and seniority earned prior to the date of leave will be recognized upon return to work.
 - (ii) Annual allowances such as clothing will be pro-rated for the period actually worked and paid as provided in Article 11.
 - (iii) The member's annual vacation entitlement shall be pro-rated taking into account the period of leave, and the member shall have the option to receive

a payout of vacation time earned on a pro-rata basis to the commencement of the leave of absence.

- (iv) Statutory holidays shall be credited and paid to members in the same manner as they are for members whose employment is terminated or who resign.
- (v) Court time shall be paid in accordance with the corresponding Articles of the Collective Agreement.
- (vi) Any shift differential otherwise payable will be pro-rated for the period the member actually works.
- (vii) Provided there is no cost to the Board, the member may make arrangements with Human Resources to pay the benefits set out in Article 17.02, 17.03, 17.04 and 17.06 normally paid by the Board in order to maintain health care benefits for the duration of the leave of absence. All such arrangements and payments must be made prior to the commencement of the leave by way of post-dated cheques. If the member defaults on payment, Human Resources shall notify the member and the Association immediately and continue the benefits for a twenty (20) day period until the member has an opportunity to correct the default. If prepayment of benefits is not elected by the member, coverage shall resume on the first day of return to work by the member following the leave.
- (viii) Although pension contributions will be suspended during the period of leave while the member is not earning eligible earnings, and subject to O.M.E.R.S. Regulations, members of O.M.E.R.S. shall have the option of purchasing in whole or in part, leave of absence service and such service will be included as credited service. The member's cost to purchase same shall include both the employer's and member's contributions based on the salary prior to the commencement of leave for the period of such leave.
- (ix) Members shall turn in their baton, pepper spray, and any other issued use of force equipment for storage during their leave at their division.

14.04 The Board will grant five (5) voting delegates leave of absence with pay to attend the Annual General Meeting of the Police Association of Ontario, plus one (1) voting delegate time off with pay to attend the Annual General meeting of the Canadian Police Association.

14.05 Executive members of the Association, as a group, will be allowed a total of fourteen (14) days off, with pay, each year to attend Police Association of Ontario meetings. No more than four (4) members shall be absent for this reason at any one time. In the event that the Association requires more time for Police Association of Ontario meetings and Canadian Police Association meetings than provided for under this Article, and Article 14.04, the Association shall provide adequate notice of such requests to the Chief of Police, and in any event not less than 21 days. Such additional time off shall be with permission in all cases, however, such permission shall not be unreasonably withheld, and shall be determined within a reasonable period of time, and, in any event, no later than 14 days of the intended meeting. The Association shall reimburse the Board based on the hourly rate of the additional member(s) in attendance.

14.06 The Board shall grant, for the duration of this Agreement only, a leave of absence from Police duties to a total of six (6) members (inclusive of civilian and uniform members) selected by the Association. The said leave of absence shall be without pay and the

members so selected shall be considered full time members of the Peel Regional Police and entitled to the accumulation and debits of their sick leave. As such, they shall receive their normal remuneration and the Board shall invoice the Association on a monthly basis for all costs.

In the event that a member of the Peel Regional Police Association is elected to the Board of Directors of the Police Association of Ontario, the issue of time off with pay and maximum days per annum will be addressed by the Parties.

In the event that a member of the Peel Regional Police Association is elected to a full time position with the Police Association of Ontario, the Board shall grant a leave of absence for the member for the duration of the term of the position provided that there is no cost to the Board.

- 14.07 Notwithstanding the provisions of Article 14.03, upon request by a member who is a serving member of the Canadian Forces Reserve, the Board shall grant a Military Leave of Absence for the purpose of military training, course attendance, and/or for participation in an operational mission or United Nations peacekeeping tour of duty, provided the granting of such leave does not adversely impact the operational requirements of the Service. The terms of such Leave shall be administered in accordance with Service Directive I-B-157(F).
- a) Members wishing to apply for such Leave shall submit a completed Application for Military Leave of Absence form to the area Senior Officer/Manager in Charge.
 - b) Where the request is for the purpose of deployment, or attending Canadian Forces training or courses, the Board shall provide such Military Leave of Absence with pay provided the duration of the deployment, training or course is not less than one (1) full day and not more than two (2) weeks in any calendar year.
 - c) A member who is granted Military Leave of Absence will continue to accumulate seniority and service for the purpose of calculating annual vacation leave, sick leave and any other entitlement provided under the terms of the Collective Agreement.

ARTICLE 15 – RECONCILIATION OF ZERO BALANCE ADJUSTMENT (ZBA) BANK ACTIVITY

- 15.01 For all regular full time uniform and civilian members, the Service will establish a Zero Balance Adjustment (ZBA) bank. The balance in a member's ZBA bank at any given time will reflect the difference, calculated on a daily basis, between the hours of work for which the member has been paid based on the bi-weekly pay cycle, and the hours that the member has actually worked in accordance with the member's master schedule; and,
- 15.02 All full time members shall have access to the activity details and current balance in their ZBA time bank through a ZBA Member Balance Report accessible through the *eTime* section of the "My Private I" page of the Human Resources Management System (HRMS); and,
- 15.03 Each December 31st, the balance, if any, in each member's ZBA bank reflecting the variance between the member's hours worked and hours paid as at the date of his/her last permanent change in schedule, shall be reconciled; and,

- 15.04 For members whose ZBA bank reflects a positive balance on the December 31st reconciliation date, the number of hours required to restore the ZBA bank to a zero balance position shall be credited to the member's compensatory (COMP) bank no later than February 15th of the following calendar year; and,
- 15.05 For members whose ZBA bank reflects a negative balance on the December 31st reconciliation date, the number of hours required to restore the ZBA bank to a zero balance position shall first be drawn against the balance of hours remaining in the member's compensatory (COMP) bank on the reconciliation date and, if required, subsequently against the member's vacation (VAC) bank and, if required, then against the member's statutory holiday (STAT) bank, with all such adjustments to be processed no later than February 15th of the following calendar year; and,
- 15.06 No member shall have his/her bi-weekly pay reduced by virtue, solely, of the processing of the adjustments flowing from the December 31st reconciliation. In the event a member, as of the reconciliation date, has an insufficient number of hours remaining in their COMP, VAC, and STAT banks to satisfy the deficit, any residual hours shall be drawn from the available hours credited to the member's VAC bank for the following calendar year; and,
- 15.07 Notwithstanding the provisions of paragraph 4 of the Letter of Understanding between the Parties respecting "12 Hour Compressed Work Week Shift Schedule", members who are currently, or who have been previously, assigned to such schedule shall be subject to the same reconciliation and adjustment processes described herein as all other full time members, except that where a member has unused hours remaining in an Accrued Time Bank (ATB) on the reconciliation date to offset a negative ZBA bank balance, the number of hours required to restore the ZBA bank to a zero balance position shall first be drawn against the ATB prior to any hours being drawn against the member's COMP, VAC, and STAT bank; and,
- 15.08 That any balance in a member's ZBA bank will be taken into consideration by the Service to offset the impact on the member in effecting their future transfer and/or promotion. Any outstanding balance in a member's ZBA bank as of the date of their retirement, resignation, or other termination of employment shall be reconciled and adjusted as of such date.

ARTICLE 16 - INCOME REPLACEMENT PLANS

- 16.01 Each member shall be eligible to receive Short-Term Disability benefits following three (3) months of continuous service.
- 16.02 The Short-Term Disability Plan provides for the continuation of salary in whole and/or in part, for a period of eight hundred (800) hours if a member is absent due to non-occupational illness or accident. Benefits provided will be based on the individual member's length of service, and in accordance with the following schedule:

<u>Length of Service</u>	<u>100% Salary</u>	<u>66-2/3% Salary</u>
Less than 3 months	Nil	Nil
3 months but less than 1 year	Nil	800 hours
1 year but less than 2 years	40 hours	760 hours
2 years but less than 3 years	80 hours	720 hours
3 years but less than 4 years	120 hours	680 hours

4 years but less than 5 years	160 hours	640 hours
5 years but less than 6 years	200 hours	600 hours
6 years but less than 7 years	240 hours	560 hours
7 years but less than 8 years	280 hours	520 hours
8 years but less than 9 years	360 hours	440 hours
9 years but less than 10 years	440 hours	360 hours
10 years but less than 11 years	520 hours	280 hours
11 years but less than 12 years	600 hours	200 hours
12 years but less than 13 years	680 hours	120 hours
13 years but less than 14 years	720 hours	80 hours
14 years but less than 15 years	760 hours	40 hours
15 years or more	800 hours	Nil

16.03 Short-Term benefits will be applicable for up to six hundred and eighty (680) hours for each separate period of disability in conjunction with the waiting period for Long-Term Disability. Short-Term benefits however will be limited in any individual member's calendar years to the number of hours entitlement as indicated in Article 16.02.

16.04 Short-Term benefits will commence from the first regular shift of disability for the first three (3) absences in a calendar year and from the fourth regular shift of disability for the fourth and subsequent absences.

In the event a member is recurrently absent from work due to one disabling injury, illness, disease, or medical condition, the member may make application through the chain of command to the Director, Human Resources to have only the first of such recurrent absences charged against him for purposes of invoking the waiting period under the Income Replacement Plan (Article 16.04). Such application shall be submitted as soon as practicable with each recurrent absence.

If the Director, Human Resources recognizes the member's recurrent absence to be the result of one disabling injury, illness, disease, or medical condition, he/she shall approve the member's application. Such recognition may be conditional upon the member furnishing, to Human Resources only, documentation from his/her medical advisor to support his/her application.

16.05 In the event of a member, after reporting for duty, having to report sick after the member has completed in excess of one-half (1/2) of his/her regular tour of duty, no sick time will be deducted. In the event of a member after reporting for duty, having to report sick before the member has completed one-half (1/2) of his/her regular tour of duty, the member shall forfeit one-half (1/2) of the tour of duty as sick benefit.

16.06 Members who have completed three (3) months' continuous service will be allowed eight (8) paid, non-cumulative days per calendar year to provide income for illness or disability of three (3) regular shifts or less.

Such same eight (8) paid, non-cumulative days may also be utilized to provide temporary family care necessitated by the illness, injury, medical emergency or appointment or other urgent matter of a family member. The provisions of Article 16.07 shall not apply to the days so utilized.

For clarity, the required time off will be taken in increments equivalent to one-half (1/2) of the member's daily scheduled shift to a maximum of eight (8) days.

For purposes of administration of Article 16.06, it is understood that a “day” is equivalent to the number of hours comprising that member’s regularly scheduled shift when the time is taken.

Members, who are both Peel Police members, shall be allowed the option to co-ordinate their casual sick time for use as family care hours to allow the primary care giver to draw from their partner’s casual sick bank as required.

- 16.07 A certificate from a qualified medical practitioner may be required for any absence. The Board shall reimburse members for reasonable costs incurred to provide such medical certificates or reports when required of a member by the Board.
- 16.08 The Association acknowledges that the Employment Insurance premium reductions allowed to the Board by virtue of the existence of the sick leave plan shall be retained by the Board for the provision of the benefits described in this Article.
- 16.09 Short-Term benefits may not be used where an accident or injury results in lost time which was caused by a third party unless the member agrees in writing to permit the Board to subrogate their claim.
- 16.10 The Board agrees to contribute the full cost of the billed premiums towards a Long-Term Disability Plan which will provide sixty-six and two-thirds percent (66-2/3%) of salary, up to a maximum of Eight Thousand Seven Hundred and Fifty Dollars (\$8,750.00) per month, after a waiting period of seventeen (17) weeks, consistent with the rules and regulations of the plans.

Effective January 1, 2008 all new claims following that date shall be eligible for a CPI adjustment up to a maximum of three per cent (3%) as calculated by the Insurer on a year to year comparison, (i.e., for clarity the first adjustment, if any, will occur on January 1, 2009)

- 16.11 a) In the event a member's application for Long-Term Disability (LTD) benefits has been approved by the LTD benefit carrier, and LTD benefits are paid to a member, or to the Board on his/her behalf, the status of the member's other benefit entitlements shall be amended as follows:
 - (i) The total number of hours credited annually to the member’s vacation bank on January 1st shall be adjusted on a pro-rata basis taking into account a thirty-five (35) week period beyond the date the member becomes eligible for LTD benefits, provided the member continues to be in receipt of LTD benefits at the end of the thirty-five (35) week period. Statutory holiday benefits shall be earned on a pro-rata basis for a period limited to thirty-five (35) weeks beyond the date the member becomes eligible for LTD benefits. At the end of the thirty-five (35) week period, further credit for vacation and statutory holidays will cease if the member continues to be in receipt of LTD benefits and all accumulated bank balances shall be paid out; and,
 - (ii) Benefits provided in Articles 17.02, 17.03, 17.04 and 17.06 shall continue without restriction as long as the member is entitled to LTD benefits, AND
 - (iii) The Group Term Life Insurance benefit will be based upon the current salary of the position the member held immediately prior to commencing disability.

- b) In the event a member's application for Long-Term Disability (LTD) benefits is not approved by the LTD benefit carrier, the status of the member's other benefit entitlements shall be amended as follows:
- (i) The total number of hours credited annually to the member's vacation bank on January 1st shall be adjusted on a pro-rata basis taking into account the date the member depletes his/her Short-Term Disability bank or upon receipt of 680 hours of Short-Term Disability benefits, whichever occurs first. Statutory holiday benefits shall be pro-rated on the same basis, and further credit for vacation and statutory holidays will cease effective such date; AND,
 - (ii) If a member has depleted his/her STD bank, but is not yet eligible for LTD, benefits provided in Articles 17.02, 17.03, 17.04 and 17.06 shall continue until such time as a determination is made on a claim for LTD benefits. Benefits provided in Articles 17.02, 17.03, 17.04 and 17.06 of Article 17 shall cease once a written decision has been rendered by the insurance carrier denying the claim for LTD benefits.

If the member wishes continued coverage for the benefits outlined in Article 17.02, 17.03, 17.04 and 17.06 of Article 17, he/she shall reimburse the Board for the premium cost, AND
 - (iii) The Group Term Life Insurance benefit will be based upon the current salary of the position the member held immediately prior to commencing disability.
- c) In the event the member returns to work on a less than full-time basis after having been on an approved LTD claim in excess of 35 weeks, the status of the member's other benefit entitlements shall be amended as follows:
- (i) The member's vacation, statutory holiday, and sick benefit entitlement shall be pro-rated in accordance with hours worked; and,
 - (ii) Sick benefits under Articles 16.02 and 16.06 may only be utilized in the event of absence due to illness or injury unrelated to the original LTD claim.
- d) A member who exhausts his/her Short Term Disability benefits and remains totally disabled from returning to work shall make application for Long Term Disability benefits within ninety (90) days of the end of the elimination/qualifying period.

ARTICLE 17 – HEALTH CARE BENEFITS

17.01 Eligibility

Members who are eligible for benefits under Article 17 shall have coverage commence following six (6) months of employment. Notwithstanding the foregoing, the Board may grant a member full benefits entitlement at the time of hiring in recognition of prior experience.

Members, whose spouses are also members, may coordinate the benefits to which each is entitled under the Extended Health and Dental Plans. Eligibility in all cases shall be contingent upon principal residency within Canada.

As a clarification, Recruit Constables and Cadets shall be regarded as qualifying under all provisions of Articles 17.02, 17.03, 17.04, 17.05 and 17.06 in the same way as Uniform staff.

17.02 Extended Health Care Benefits

The Board shall pay One Hundred Percent (100%) of the premium for Ontario Health Insurance Plan and an Extended Health Care Plan providing the following benefits for every member and his/her dependants consistent with the rules and regulations of these Plans:

- a) Semi-private hospital accommodation; 100% reimbursement of usual and customary charges made by a hospital in Ontario;
- b) Out of Province – emergency medical and travel expense coverage to a combined lifetime maximum of One Million Dollars (\$1,000,000.00) payable “up front” from first dollar;
- c) Pay direct drug card providing payment of 100% of eligible charges with no deductible for prescription drugs which legally require a prescription to the generic level, unless the Dentist or Physician has indicated no substitution on the prescription form. All prescriptions will be subject to a Ten Dollar (\$10.00) dispensing fee cap;
- d) Vision care benefit to Five Hundred Dollars (\$500.00) every twenty-four (24) months, including coverage in respect of the cost of laser eye surgery.
- e) Hearing aid benefit to One Thousand Dollars (\$1,000.00) every thirty-six (36) months;
- f) Paramedical Services
 - (i) Each Paramedical Service (Massage Therapist, Chiropractor, Speech Therapist, Podiatrist/Chiropodist, Naturopath, Osteopath, Dietician, Acupuncturist, Audiologist and Occupational Therapist) to One Hundred Dollars (\$100.00) per visit to a maximum of One Thousand Dollars (\$1,000.00) annually. No medical note is required for massage therapy.
 - (ii) Paramedical Services for Psychologists, Psychotherapists or Social Workers up to Two Hundred and Fifty Dollars (\$250.00) per hour to a maximum of Twelve Thousand Dollars (\$12,000.00) annually.
 - (iii) Paramedical Services for Physiotherapists to One Hundred Dollars (\$100.00) per visit to a maximum of Twelve Hundred Dollars (\$1,200.00) annually.
- g) Custom made orthotic inserts for shoes, when prescribed by a doctor, podiatrist or chiropodist up to a maximum of Three Hundred and Fifty Dollars (\$350.00) per person in a benefit year, and custom made orthopaedic shoes or modifications to orthopaedic shoes or compression socks (for compression socks coverage at fifty percent (50%) reimbursement for up to a maximum of two (2) pairs) when prescribed by a doctor, podiatrist or chiropodist, up to a maximum of Five Hundred Dollars (\$500.00) per person in a benefit year.
- h) One Hundred Percent (100%) reimbursement for immunization inoculations respecting Hepatitis “A” and/or Hepatitis “B”.

17.03 Dental Benefits

The Board shall pay one hundred percent (100%) of the premium cost of a basic dental plan providing major restorative services at eighty percent (80%) co-insurance with a Five Thousand Dollar (\$5,000.00) annual maximum per person, and orthodontic services at fifty percent (50%) co-insurance with a Three Thousand Dollar (\$3,000.00) lifetime maximum per person, consistent with the rules and regulations of the plans, based on the current Ontario Dental Association (O.D.A.) Schedule of Fees as amended from time to time.

- a) Reimbursement for recalls under the plan shall be subject to nine (9) months in the case of adults and six (6) months in the case of dependent children.
- b) The Board agrees to reimburse the cost of dental implants to a maximum equivalent to a cost equal to the least expensive cost of a denture or bridge (at eighty percent (80%) co-insurance). Implant expenses are to be reimbursed as incurred.

17.04 Health Spending Account

Every member shall receive a Health Spending Account in the amount of Four Hundred and Twenty-five Dollars (\$425.00) annually which may be utilized to supplement medical expenses in accordance with the existing Health Care Benefit Plan and/or in accordance with the Canada Revenue Agency Medical and Dental eligible expenses. Such Health Spending Account shall not be cumulative from year to year.

- 17.05 In the event of the death of a member, the benefits provided under Articles 17.02, 17.03, and 17.04 shall be maintained and paid for in whole by the Board for the spouse and eligible dependents for a period of ten (10) years. In the event of a line of duty death (excluding deaths from illness or natural causes) the period of eligibility will be twenty (20) years.

Surviving dependents who no longer qualify for the continuation of benefits by the Board shall be eligible to continue such coverage through the Service, at the prevailing group rates until age sixty-five (65) in accordance with the limitations and conditions specified by the carrier.

17.06 Group Life and Accidental Death & Dismemberment Insurance

The Board shall pay One Hundred Percent (100%) of the premium cost for Group Life and Accidental Death & Dismemberment Insurance for every member, consistent with the rules and regulations of the Plan:

- a) Coverage for Group Life in the amount of two (2) times annual salary to the nearest One Thousand Dollars (\$1,000.00), reduced to Fifty Thousand Dollars (\$50,000.00) at age seventy (70) and terminating upon resignation or retirement.
- b) Coverage for A.D.& D. in the amount of two (2) times annual salary to the nearest One Thousand Dollars (\$1,000.00) ceasing at age seventy (70) or upon resignation or retirement, whichever is earlier.

A.D.& D. benefits shall include rehabilitation benefits of up to Ten Thousand Dollars (\$10,000.00), spousal training benefits of up to Ten Thousand Dollars (\$10,000.00), and repatriation benefits of up to Ten Thousand Dollars (\$10,000.00).

- c) Members shall have the option of purchasing additional life insurance coverage for the member and/or his/her spouse, and each dependent child through the carrier at the prevailing group rates in accordance with the limitations and conditions specified by the carrier.

17.07 Retiree Pre-65 Benefits

- a) The Board shall provide the following benefits to those members retiring after September 28, 2000 who are in receipt of an unreduced pension under the Ontario Municipal Employees Retirement System (O.M.E.R.S.) consistent with the Rules and Regulations of the appropriate Plans until:
- (i) such member attains sixty-five (65) years of age; or
 - (ii) if the member dies while in receipt of these benefits, until the earlier of the member's spouse attaining sixty-five (65) years of age, or the member, had the member lived, would have attained sixty-five (65) years of age; or
 - (iii) until the member and/or his/her spouse has (have) been in receipt of these benefits for fifteen (15) years, whichever occurs first;
 - Twelve Thousand Dollars (\$12,000.00) Group Term Life Insurance for the retiree; and,
 - Extended Health Care and Dental Benefits as provided under Articles 17.02 and 17.03.

When a member is in receipt of an unreduced pension pursuant to the O.M.E.R.S. Disability provision under the Basic plan, the above noted benefits will be provided until the member reaches the age of sixty-five (65) years and so long as the member is considered by O.M.E.R.S. to be eligible for an O.M.E.R.S. disability pension.

- b) The benefits indicated in Article 17.07(a) shall apply to dependants in accordance with the same eligibility criteria as afforded dependants of active members and will only be provided:
- (i) if the member or his/her spouse does not have similar coverage at his/her place of employment; and
 - (ii) if the member's principal residence is in Canada.

17.08 Retiree Post-65 Benefits

- a) For members retiring on an unreduced pension on or after January 1, 2005 the Board shall, consistent with the rules and regulations of the plan, provide for a non-cumulative health spending account in the amount of Twenty-seven Hundred and Fifty Dollars (\$2,750.00) annually commencing at age sixty-five (65) and ending at age seventy (70); and,

- b) For members retiring on an unreduced pension on or after January 1, 2007 the above benefit shall be Three Thousand Dollars (\$3,000.00) annually, and the age at which this benefit expires shall, in all instances, be seventy-five (75) years of age; and,
- c) For members retiring on an unreduced pension on or after January 1, 2011 the above benefit shall be Thirty-two Hundred and Fifty Dollars (\$3,250.00) annually, and the age at which this benefit expires shall, in all instances, be seventy-five (75) years of age; and,
- d) For members retiring on an unreduced pension on or after March 6, 2020 the above benefit shall be Thirty-five Hundred Dollars (\$3,500.00) annually, and the age at which this benefit expires shall, in all instances, be seventy-five (75) years of age.

These amounts shall be provided on a "per member" basis regardless of single/family coverage and be available exclusively for reimbursement of medical or dental expenses as approved by CRA up to the annual maximum. In the event of the death of the member during the member's eligibility period, survivor benefits shall continue to the earlier of the date the member would have reached the benefit expiration date or the member's spouse remarries. The annual amount shall be pro-rated on a calendar year basis in the first and final years of entitlement.

- 17.09 It is recognized that the cost to the Board for providing members with an improved benefit programme is in excess of their share of the premium rebate from the Employment Insurance Commission for having a sick leave plan; the full premium rebate allowed by the Employment Insurance Commission will therefore continue to be retained by the Board.
- 17.10 All plans, except the Ontario Health Insurance Plan, shall be administered by the Board. Any rebate from these plans shall accrue to the Board.
- 17.11 The Board will provide a complete copy of all benefit plans to the Association, which includes contracts with the carrier(s). The Board will provide complete dialogue prior to making any change of carrier(s), and provide at least thirty (30) days' notice when a tender document is being issued on health care benefits.
- 17.12 There shall be no alterations, amendments, additions or deletions to any of the benefits referred to in Article 17 without the written consent of the Association. The Board shall provide copies of all written directions at the time of issue when given to the insurance carrier with respect to plan amendments negotiated by the parties.

ARTICLE 18 - PENSIONS AND RETIREMENTS

- 18.01 All members shall participate in the final average earnings basic pension plan under the Ontario Municipal Employees Retirement System (O.M.E.R.S.). The Board and each member shall contribute the amount required under the O.M.E.R.S. legislation and regulations.
- 18.02 The Parties agree that the "Normal Retirement Age" for O.M.E.R.S. purposes is age sixty (60).

- 18.03 The O.M.E.R.S. Basic and Types I and III Plans shall be administered consistent with the Rules and Regulations of the O.M.E.R.S. Pension Plan.
- 18.04 Subject to a member's "past service" being eligible for treatment as credited service under the rules and regulations of the O.M.E.R.S. Plan, and on the condition that there is no cost whatsoever to the Board or the Regional Municipality in the member purchasing such past service, the Board agrees to endeavour to obtain from O.M.E.R.S. for those members applying within time limits and pursuant to procedures established by O.M.E.R.S. or the Board, O.M.E.R.S. supplemental optional service coverage for a member's past service.
- 18.05 A member wishing to file an Advance Election Option form with OMERS, in order to receive any OMERS pension to which he/she may be entitled as soon as possible following his/her retirement date, shall arrange through Human Resources for the necessary forms to be completed and forwarded to OMERS for processing no less than thirty (30) calendar days prior to the member's intended date of retirement.
- 18.06 Subject to the regulations of the Income Tax Act and Canada Revenue Agency (CRA) guidelines, a member who is retiring or resigning from the Service may direct the lump sum transfer of funds that are payable to the member in respect of accrued time banks to a Registered Retirement Savings Plan Account. The member shall forward the completed forms confirming the eligibility and authorization for such transfer to Human Resources for processing at least twenty-one (21) days prior to the termination date, and any administrative charge in respect of the processing of the request shall be borne by the member.
- 18.07 A member who submits their written notice to retire which states a retirement date within the next six (6) months shall not be transferred without their consent. For clarity, the six (6) months' notice includes all banked time.
- 18.08 A member, having submitted a written resignation, may request the Chief of Police, either directly or through the Association to withdraw such resignation. The Chief of Police, after investigation, will determine the matter. The decision to reinstate shall be at the sole discretion of the Chief.

ARTICLE 19 - INJURED ON DUTY

- 19.01 When a member of the Service is absent by reason of illness or injury occasioned by, or as a result of his/her duties within the meaning of the Workplace Safety and Insurance Act, the member will be entitled to his/her full pay and benefits while the member is thereby incapacitated, and there shall be no loss of accumulated sick credits. "Full pay" shall be interpreted so as to preclude the possibility of members receiving a greater net pay while on Compensation than while working.
- 19.02 A member covered by the previous article, and involving a third party, shall notify the Director, Human Resources in writing of his/her decision to take the benefit package of the Workplace Safety and Insurance Board or not within sixty (60) days of the accident.
- No benefits will be paid to the member beyond the sixty (60) days unless such notice is received. If a member decides to take action against a third party, such action shall include the recovery of his/her full salary paid to him/her during a period of incapacity. This recovery shall be payable to the Board when received.
- 19.03 The Board shall abide by the appropriate laws governing income tax deductions for members receiving Workplace Safety and Insurance benefits.

ARTICLE 20 - LEGAL INDEMNIFICATION

- 20.01 Subject to the other provisions of this Article, a member charged with and finally acquitted of a criminal or statutory offence, because of acts done while on duty in the attempted performance in good faith of his/her duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges.
- 20.02 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/her duties as a police officer, he/she shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such an action where the Board is not joined in the action as a party pursuant to section 50 (1) of the Police Services Act 1990, and the Board does not defend the action on behalf of the Board and of the member as joint tortfeasors at the Board's sole expense.
- 20.03 Notwithstanding Articles 20.01 and 20.02, the Board may refuse payment otherwise authorized under Articles 20.01 and 20.02 where the actions of the officer from which the charges/civil action arose amounted to a gross dereliction of duty or abuse of his/her powers as a police officer.
- 20.04 a) Where a member is the subject of a hearing before a tribunal established under Part V of the Police Services Act, 1990, as a result of a decision by the Office of the Independent Police Review Director and the decision of the tribunal is that misconduct was not proven, the member shall be indemnified for any necessary and reasonable legal costs arising from having to defend the allegations against him/her. This provision does not apply to a finding of not guilty or not proven subsequently reversed on appeal.
- b) Where during an inquest under the Coroners Act a member's conduct is called into question because of acts done in the attempted performance of his/her duties as a police officer, the member shall be indemnified for any necessary and reasonable legal costs directly arising from the protection of the member's interest at such inquiry, but only if:
- (i) the Chief of Police or the Board does not provide counsel to represent the Service, at the Board's expense; or,
 - (ii) in the opinion of counsel retained by the Chief of Police or the Board to represent the Service, it would be improper for him/her to represent the member and the Chief and/or the Board before that inquiry.
- c) This section applies only to hearings or inquests concerning acts done in the performance in good faith of the member's duties as a police officer.
- 20.05 Where a member intends to apply to the Board for indemnification hereunder, the member shall, within fifteen (15) days of being charged or receiving notice of other legal proceedings covered herein, apply in writing to the Chief 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.
- 20.06 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.
- 20.07 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.
- 20.08 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 of the Regional Municipality.
- 20.09 Where a member is named as a personal respondent to an Application before the Human Rights Tribunal of Ontario alleging a violation of Part 1, Sec.1 (Services, including the provision of services to an external applicant with respect to hiring) of the Ontario Human Rights Code because of acts done while on duty in the attempted performance in good faith of his/her duties, the member shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such Complaint subject to the following provisions:
- a) Upon notification to the Board of the Complaint by the Tribunal, the Board may require the member attend a preliminary interview to determine whether the interests of the member and the Board coincide. The member, at his/her option, may be accompanied and represented by an Association representative.
 - (i) Where the Board determines that its interests and those of the member coincide, it shall offer the member to have its retained legal counsel represent both the Board's and the member's interests through the execution of a Joint Retainer Agreement in the manner and form set out in Schedule "E ".
 - (ii) In the event the member chooses not to accept the Board's offer of joint retention of legal counsel as set out in sub-clause (a)(i), he/she shall not be entitled to legal indemnification.
 - (iii) Where the Board determines not to extend an offer to the member for the joint retention of legal counsel, the member shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such Complaint through the retention of separate legal counsel to represent the member's interests provided the allegations against the member are determined by the Tribunal to be unsubstantiated. Notwithstanding the foregoing, indemnification shall also be provided to the member in the event the complaint is withdrawn, settled, dismissed or abandoned by the Tribunal before any determination of liability has occurred. However, in the event of a withdrawal, settlement, dismissal or abandonment, indemnification will only be provided if the member was acting in the attempted performance in good faith of his/her duties.
 - b) Where, subsequent to the execution by the member of a Joint Retainer Agreement, the Board determines a conflict of interest to exist whereby its retained legal counsel can no longer represent both the Board's and the member's interests, the member shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such Complaint through the retention of separate legal counsel to represent the member's interests provided the allegations against the member are

determined by the Tribunal to be unsubstantiated. Notwithstanding the foregoing, indemnification shall also be provided to the member in the event the complaint is withdrawn, settled, dismissed or abandoned by the Tribunal before any determination of liability has occurred. However, in the event of a withdrawal, settlement, dismissal or abandonment, indemnification will only be provided if the member was acting in the attempted performance in good faith of his/her duties.

- c) Where, subsequent to the execution by the member of the Joint Retainer Agreement, the member chooses to retain separate legal counsel to represent his/her interests, the member shall not be entitled to legal indemnification in connection with the legal costs incurred by such member in defence of the complaint.
- d) The provisions of this section shall apply mutatis mutandis in respect of a member who is named as a personal respondent to an Application filed directly with the Human Rights Tribunal of Ontario.

20.10 A member shall be indemnified for the necessary and reasonable costs associated with a member being required to attend outside the Region and/or to another police service or agency because of acts done in the attempted performance in good faith of his/her duties as a member of the service. Costs shall include but not be limited to hotel, meals and airfare which result from any criminal, statutory or civil matters arising out of the member's deployment outside of the Region and/or to another police service or agency if the member is approved for legal indemnification under this Agreement in relation to the same matters.

ARTICLE 21 - JOB SHARING

The Board and the Association agree to provide a "Job Sharing Arrangement", subject to the following provisions. "Job Sharing" means that two (2) non-probationary members occupy one (1) complement position, the duties of which they are both qualified and available to perform, such that they equally share the pay and hours of work. The Board and Association, agree that the members in job sharing will be governed by the following terms and conditions:

21.01 The Board and the Association agree that Job Share provisions apply to full-time members. The Parties further agree that all job sharing arrangements will be subject to the operational requirements of the Police Service.

An applicant who is approved for participation in a job share arrangement shall not engage in alternative full time employment.

21.02 Job Sharing Committee

The Job Sharing Committee shall be comprised of: the Superintendent, Operations Services; one (1) Recruitment and Staff Support representative; one (1) Association representative; and a Senior Officer/Manager of the area where interest has been identified.

Requests to job share may be made by members at any time and will be considered on an individual basis by the Job Sharing Committee. Job Share applicants will be asked to specify a term for the job share arrangement. The Job Sharing Committee shall not unreasonably or arbitrarily refuse to implement job sharing, however no more than two (2) positions may be allocated in each platoon (per division) for the purpose of job sharing at any given time.

21.03 Conflicting Provisions

The provisions of this Article take precedence over the provisions of the Uniform Collective Agreements where the two conflict.

21.04 Service

Service accumulation for seniority is to be pro-rated at 50%, for each member, such that the member earns a maximum of six months credited service for each year of service in the job sharing arrangement.

21.05 Work Schedules

- a) Each member shall work a full tour of duty daily (7, 8.5, 9, 10 or 12 hour shift as applicable). Article 6.02 (a) of the Uniform Collective Agreement will only apply if the member works in excess of a regular daily tour of duty.
- b) In respect of Schedules of the Uniform Collective Agreement, (except scheduled vacation periods), the members will work a consistent pattern of alternating blocks of work days.
- c) Any scheduling changes by members must be approved in advance by the Divisional Inspector (or designate) or Civilian Manager. The members shall provide a minimum of ten (10) days notice of such change. The supervisor or unit commander may agree to accept less notice from the job share members on a schedule change.

21.06 Salary

Each member shall receive gross bi-weekly pay equal to fifty percent (50%) of the amount payable to a full-time member at the same rank/classification, provided they work fifty percent (50%) of what a full-time member at the same rank/classification works.

21.07 Reconciliation of Hours

On December 31st of each year, the balance, if any, in each participating member's ZBA bank reflecting the variance between the member's hours worked and hours paid as at the date of his/her last permanent change in schedule, shall be reconciled.

21.08 Vacation

Each member will earn vacation credits at the rate of fifty percent (50%) of their normal entitlement, with a further pro-ration of the credit in respect of the actual period worked in the job sharing arrangement.

21.09 Pension

Pension contributions and credits shall be adjusted in accordance with O.M.E.R.S. Regulations.

21.10 Court Time

Payment for court time will be made as it applies to each member's schedule. Members are required to notify the Court Bureau of their new work schedule and where possible set court

for the days they are working day shift. If they are required to attend court on a day other than their scheduled day shift, then overtime would apply as per their respective Collective Agreement. In the event that a Job Share member is required to attend Court or return to duty on any occasion during their annual vacation, then the provision of Article 10.05 shall apply.

21.11 Call-back

If call-back situations arise, the on-duty supervisor will call in the next job share member scheduled to work. Provisions of the respective Collective Agreement will apply.

21.12 Injured on Duty

"Net Pay" for the purposes of Article 19.01 shall mean fifty percent (50%) of the net pay of the member's full time position.

21.13 Income Replacement Plan

All entitlements under the Income Replacement Plans including Long Term Disability, shall be fifty percent (50%) of those received by the member in their full time position.

21.14 Health Care Benefits

- a) For Group Life and Accidental Death and Dismemberment Insurance, the "Principal Sum" shall be one hundred percent (100%) of the member's full time salary (i.e. two times 50%); and
- b) If a job share member elects to participate in the Extended Health Care and Dental Plans, then the member and the Board shall each pay fifty percent (50%) of the cost of the applicable monthly premiums; and
- c) Benefit eligibility and entitlement is subject to the rules and regulations of the benefit plans and the benefit contract between the Police Services Board and the Carrier.

21.15 Other Benefits

The members shall receive fifty percent (50%) of the Shift Differential, and/or Service Pay entitlement and Cleaning Vouchers that they would have received had they not participated in job sharing.

21.16 Association Dues

Association dues and assessments payable by the members shall be fifty percent (50%) of the regular dues paid by full-time members.

21.17 Statutory Holidays

Uniform members working a rotating shift shall be entitled to fifty percent (50%) of the statutory holiday credits received by a full-time member during the job share arrangement.

21.18 Provisions for Termination of an Established Job Sharing Arrangement

Members or their Supervisors may make application for termination of an established job sharing arrangement to the Job Sharing Committee at least sixty (60) days prior to the anticipated termination date. The party making an application for termination shall provide their notice of intent to terminate to all parties. The Job Sharing Committee will review an application for termination and make a recommendation to the Chief of Police. Approval of such application will be considered only in the presence of extenuating circumstances, and taking into account the operational requirements of the Service.

If it is agreed to terminate an arrangement and a decision is made to continue job sharing in the unit/bureau, the job share position will be posted for five (5) calendar days. If a new partner is chosen, the Agreement will continue; if a suitable candidate is not found the remaining job sharer will be given not less than fourteen (14) days' notice that the position is reverting back to a full-time position.

21.19 Performance Appraisals

Supervisors shall complete performance appraisals on an annual basis, although pay increments shall be based on actual hours worked.

21.20 Education

The members shall receive fifty percent (50%) of their entitlement as detailed in Article 23.01.

ARTICLE 22 – TRI-PARTITE COMMITTEE

22.01 When the Board intends a notable alteration to the organizational structure, the Board will provide to the Association reasonable information when possible, before the alteration is implemented.

The Parties agree that for the term of this Collective Agreement, a Tripartite Committee consisting of two (2) representatives (or alternatives) of each of the Board, the Peel Regional Police Association, and the Peel Regional Police Senior Officers' Association should it elect to participate, shall make recommendations to the Police Services Board with respect to organizational restructuring issues submitted for its review, or tabled by one of the participant groups in the Committee.

The Board shall consider the recommendations received but reserves the exclusive right to make the final determination respecting any restructuring.

ARTICLE 23 - EDUCATION

23.01 The Board agrees to pay all tuition fees, the cost of textbooks, and materials required for all members attending and successfully completing a course of study that is related and beneficial to the Police Service, provided prior approval is granted by the Board for that individual. All claims must be submitted no later than ninety (90) days following the date of issuance by the institution of the member's course results to be eligible for reimbursement.

Notwithstanding the foregoing, where Members engage in a promotional examination process, the Service shall pay for all associated study materials, textbooks and sitting fees.

Notwithstanding the foregoing, it is understood that tuition fees and expenses related to the initial period of recruit training conducted through the Ontario Police College shall be ineligible for reimbursement under this provision.

- 23.02 The Board agrees to reimburse Constables who have five (5) or more years of service with Peel Regional Police their O.P.C. tuition to a maximum of One Thousand Dollars (\$1,000) per year until such time that the Constable has been fully refunded their paid tuition, provided that the Constable continues to be employed by the Peel Regional Police.

This article shall not apply to members hired as Recruit Constables after December 31st, 2015.

- 23.03 Should a member be required by the Board to attend lectures or training courses using other than a Service-provided vehicle, the member shall be entitled to travelling costs from the member's assigned work location to the place of training, and return. The amount of such payment shall be the lesser of economy class air fare, or the then current Regional Municipality of Peel mileage rate between the two points concerned. Where the lecture or training is conducted by a service provider external to the Service at other than an Employer operated facility, a per diem allowance of Fifteen Dollars (\$15.00) will be provided for each full day of training in addition, such per diem payment to be provided to the member in advance of the event.

- 23.04 Members will be provided with one day to travel to the Ontario Police College and the Canadian Police College prior to beginning of sessions to give effect to current practice.

For members attending the Ontario Police College at Aylmer, Ontario, an all-inclusive allowance of Fifty Dollars (\$50.00) per week will be provided. Such payment shall be made in advance.

- 23.05 Travelling expenses included in the initial or overall cost of any such lectures or courses as noted in Article 23.01, will not come under the provisions of that Section.

- 23.06 No member, while in the performance of his/her duties, shall be required to use any private vehicle other than one supplied by the Board.

ARTICLE 24 - LAY-OFF

Where the Board has made a decision to reduce the complement of the Service, the following system of lay-off and, if subsequently required, termination shall apply:

- 24.01 Constables shall be laid off based on seniority, those constables with the least seniority shall be the first to be laid off. Members shall receive at least sixty (60) calendar days' notice prior to the effective date of the lay-off or payment in lieu thereof except for probationary members who shall receive at least thirty (30) days' notice prior to the effective date. The Board agrees that there shall be no lay-offs in the ranks of Sergeant/Detective or Staff Sergeant/Detective Sergeant.

Copies of all notices of lay-off and recall shall be provided by the Board to the Association at the same time as notices are provided to the affected member(s).

- 24.02 Officers will be recalled in reverse order of lay-off.
- 24.03 No new officer shall be hired while any officer with recall rights has not been provided with recall opportunity, except with the consent of the Association.
- 24.04 a) A constable selected for recall shall be informed of such by written notice. This notice shall be considered received by the member when mailed Registered Mail, to the last known address of the member as shown on the record of the Service. It shall be the responsibility of each member on lay-off to keep the Service advised of his/her current address. Within ten calendar days after a member receives notice he/she must advise the Service in writing that he/she accepts such recall and will be able to commence employment on the date specified in the notice. Any and all re-employment/recall rights granted to a member shall terminate upon such member's failure to reply within ten (10) days of receipt of the notice or if the member does not agree to return to duty within fourteen (14) days of receipt of the notice or within fourteen (14) days of the recall date specified on the notice whichever is later.
- b) A member on lay-off shall retain his/her right to recall after a lay-off for a period of two years commencing with the effective date of the lay-off, provided the member has not been found guilty of an act of misconduct resulting in the member's dismissal from the Service.
- A member on lay-off remains subject to discipline under the Police Services Act.
- c) During the period of lay-off a member on lay-off shall not be entitled to any of the provisions of the Agreement except the right to recall as provided in this Article.
- 24.05 For the purposes of the above lay-off and recall provision,
- a) "Seniority" means continuous service in this Service as a Police Officer.
- b) If two or more members have the same "seniority", the Board shall determine seniority for lay-off based on, in this order:
- (i) Length of prior service as a Police Officer with the Peel Regional Police Service,
- (ii) Length of prior service as a civilian member of the Peel Regional Police Service (including service as a cadet),
- (iii) In the absence of the above, by random draw in the presence of the members concerned.
- 24.06 During the initial six (6) months of lay-off and provided the member remains qualified for recall, the member shall continue to receive the benefits provided under Articles 17.02, 17.03, 17.04 and 17.06, to be maintained and paid for in whole by the Board.
- 24.07 The lay-off of a member will not be considered a termination of employment until the completion of the two year period referred to in Clause 24.04(b) and the requirements of the Police Services Act have been complied with in respect of the member's termination. A member who is no longer eligible for recall because of misconduct (24.04(b)) or because of failure to respond to recall or to return to work as provided in Clause 24.04 (a) or who submits written notification to the Board waiving any right to recall or re-employment with the Board shall be deemed to have terminated his/her employment with the Board.

24.08 Nothing in this article precludes the Association from challenging the adequacy and effectiveness of police services required of the Board under the Police Services Act.

ARTICLE 25 – DISCIPLINE AND GRIEVANCE PROCEDURE

25.01 In the event a member is the subject of an allegation which may result in a warning, discipline, suspension or dismissal, the following procedure shall apply:

1. No member shall be disciplined, demoted, suspended or discharged in a manner that is inconsistent with this Collective Agreement and the Police Services Act. Refusal to comply with an order, directive or assignment that is improper or unlawful shall not result in discipline or discharge.
2. A member, at his/her option, may be accompanied and represented by an Association representative at a meeting which may be arranged following an investigation, the purpose of which is to impose disciplinary action.
3. The reasons for any disciplinary action taken shall be reduced to writing and given to the member. A copy of such notification shall be forwarded to the Association and the Director of Human Resources.

25.02 Disciplinary notifications such as conduct sheets, written warnings or disciplinary statements of a derogatory nature entered on the officer's record, which have not resulted in a Discipline Charge, shall not be considered after two (2) years from the date the document was entered, provided that during that time no other incidents of misconduct have been documented or entered into the record.

An entry in an officer's employment record resulting from an official disciplinary charge proceeding under the Police Services Act that does not result in the officer's discharge shall not be considered after five (5) years from the date the document was entered, provided that during that time no further proceedings have been commenced or disposition entered into the record.

Where such notification is no longer to be considered, it shall be expunged from the file on the second and/or fifth anniversary of the date of last entry, as the case may be.

All members shall be provided with a copy of his/her conduct sheet when it has been completed by a Senior Officer.

25.03 A member is entitled to view his/her Personnel File upon twenty-four (24) hours' notice of request. Such opportunity to view the file will not be unreasonably withheld. Such request shall be made through the Director - Human Resources.

25.04 Prior to invoking any of the Steps of the Grievance Procedure as hereinafter provided, a member may first provide his/her Supervisor an opportunity to address the complaint.

Subject to the rights and procedures provided by and under the Police Services Act, the Parties hereto agree to the following Grievance Procedure:

STEP 1

The Association shall reduce the grievance to writing using the Grievance Form and submit it to the Senior Officer in Charge of the Division or Unit. A Senior Officer shall meet with a

representative of the Association and the aggrieved member. The Senior Officer shall render his/her written decision within six (6) working days following such meeting.

As clarification it is noted that the Board shall have the right, at its discretion, to release Recruit Constables from employment, and consequently such members shall not be permitted to lodge a grievance relating to their suspension or discharge.

STEP 2

Failing satisfactory settlement under Step 1, the written grievance shall be submitted to the Chief of Police within a period of six (6) working days after the decision rendered under Step 1. The member may be accompanied by two representatives of the Association at this step. The Chief of Police shall render his/her written decision within six (6) working days following such meeting.

STEP 3

- a) Failing satisfactory settlement under Step 2, the Association's Committee shall arrange to bring the matter in dispute before the Board at the earliest possible date. The Board shall render its written decision within three (3) weeks following such meeting with the Grievance Committee.
- b) Despite the foregoing the Board may refuse to consider any complaint, the circumstance of which arose more than twenty-five (25) days before the said complaint was submitted to the Senior Officer as outlined in Step 1 above. This applies only if the aggrieved member has been made aware of the relevant facts within the twenty-five (25) day limitation.

In the event that the member does not receive a response, for the purpose of setting a meeting, on submission of a grievance at any Step in this procedure within Twenty-five (25) days of such submission, the member may submit the grievance to the next Step of the procedure.

STEP 4

The Association may, within fifteen (15) working days after receipt of the written decision of the Board, require that the grievance be submitted to a single Arbitrator by notifying the Board in writing of its desire to do so. Within thirty (30) days of such notice to the Board, the two Parties shall appoint a mutually acceptable Arbitrator. If the two Parties fail to agree upon the selection of an Arbitrator, the appointment shall be made by the Solicitor General of Ontario upon the request of either of the Parties hereto.

The decision at each step above shall be final and binding upon the Board and the Association and upon a member affected by it, unless a subsequent Step is taken within the times hereinbefore limited. The Association shall be confined to the Grievance and redress sought as set forth in the written grievance filed as provided in Step 1.

No matter may be submitted to arbitration which has not been properly processed through all previous Steps of the Grievance Procedure, but any time limit herein contained may be extended by mutual consent. Where no application has been filed advancing a grievance to arbitration within six (6) months of the date of the conciliation officer's Notice to the Parties advising he/she has been unsuccessful in effecting a settlement, the grievance shall be deemed to be abandoned.

An arbitrator set up under Step 4 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, using the Grievance Form, with the other party on any difference between the Parties concerning the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and such grievance shall commence at Step 3 and the said Step 3 and Step 4 shall apply mutatis mutandis to such grievance.

ARTICLE 26 - DURATION

26.01 The terms and conditions of this Agreement shall remain in full force and effect from January 1, 2020 to December 31, 2024, and thereafter until replaced by a new Agreement, decision, or award. Either party may give notice to the other party in writing not more than one hundred and eighty (180) days previous to the expiry date of their desire to bargain for the purpose of making a new Agreement or amendments to the existing Agreement.

Within fifteen (15) days of service of such notice, each party shall provide to the other party a list of the changes it requires to the Agreement and the Parties agree to meet before September 30, 2024 to commence bargaining a new Agreement.

SIGNED AT Brampton THIS _____ DAY OF _____, 2020.

THE REGIONAL MUNICIPALITY OF PEEL
POLICE SERVICES BOARD

THE PEEL REGIONAL POLICE
ASSOCIATION

CHAIR




PRESIDENT

VICE-CHAIR



MEMBER

MEMBER



MEMBER

MEMBER



MEMBER

MEMBER



MEMBER

SCHEDULE "A"

Effective January 1, 2020:

Rank	Service	Base Salary	UPA	Annual Salary
Staff Sergeant	0 - 7 yrs	\$130,084	\$0	\$130,084
Detective Sergeant	8 - 16 yrs	\$130,084	\$3,073	\$133,157
	17 - 22 yrs	\$130,084	\$6,146	\$136,230
	23 yrs or more	\$130,084	\$9,219	\$139,303
	<hr/>			
Sergeant	0 - 7 yrs	\$117,281	\$0	\$117,281
Detective	8 - 16 yrs	\$117,281	\$3,073	\$120,353
	17 - 22 yrs	\$117,281	\$6,146	\$123,426
	23 yrs or more	\$117,281	\$9,219	\$126,499
	<hr/>			
Constable, 1st Class	0 - 7 yrs	\$102,428	\$0	\$102,428
	8 - 16 yrs	\$102,428	\$3,073	\$105,501
	17 - 22 yrs	\$102,428	\$6,146	\$108,574
	23 yrs or more	\$102,428	\$9,219	\$111,647
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Constable, 2nd Class		\$85,490		\$85,490
Constable, 3rd Class		\$75,992		\$75,992
Constable, 4th Class		\$66,493		\$66,493
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Recruit Constable		\$56,994		\$56,994
Cadet, 1st Class		\$52,244		\$52,244
Cadet, 2nd Class		\$47,495		\$47,495

Effective July 1, 2020:

Rank	Service	Base Salary	UPA	Annual Salary
Staff Sergeant	0 - 7 yrs	\$130,734	\$0	\$130,734
Detective Sergeant	8 - 16 yrs	\$130,734	\$3,088	\$133,822
	17 - 22 yrs	\$130,734	\$6,176	\$136,910
	23 yrs or more	\$130,734	\$9,265	\$139,999
	<hr/>			
Sergeant	0 - 7 yrs	\$117,866	\$0	\$117,866
Detective	8 - 16 yrs	\$117,866	\$3,088	\$120,955
	17 - 22 yrs	\$117,866	\$6,176	\$124,043
	23 yrs or more	\$117,866	\$9,265	\$127,131
	<hr/>			
Constable, 1st Class	0 - 7 yrs	\$102,940	\$0	\$102,940
	8 - 16 yrs	\$102,940	\$3,088	\$106,028
	17 - 22 yrs	\$102,940	\$6,176	\$109,117
	23 yrs or more	\$102,940	\$9,265	\$112,205
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Constable, 2nd Class		\$85,918		\$85,918
Constable, 3rd Class		\$76,372		\$76,372
Constable, 4th Class		\$66,825		\$66,825
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Recruit Constable		\$57,278		\$57,278
Cadet, 1st Class		\$52,506		\$52,506
Cadet, 2nd Class		\$47,733		\$47,733

Annual salary shall be based on a maximum of 2,080 hours.

To arrive at the hourly rate of pay, 2080 hours are divided into the determined annual salary.

SCHEDULE "A"

Effective December 1, 2020:

Rank	Service	Base Salary	UPA	Annual Salary
Staff Sergeant	0 - 7 yrs	\$131,387	\$0	\$131,387
Detective Sergeant	8 - 16 yrs	\$131,387	\$3,104	\$134,491
	17 - 22 yrs	\$131,387	\$6,207	\$137,595
	23 yrs or more	\$131,387	\$9,311	\$140,698
	<hr/>			
Sergeant	0 - 7 yrs	\$118,456	\$0	\$118,456
Detective	8 - 16 yrs	\$118,456	\$3,104	\$121,559
	17 - 22 yrs	\$118,456	\$6,207	\$124,663
	23 yrs or more	\$118,456	\$9,311	\$127,767
	<hr/>			
Constable, 1st Class	0 - 7 yrs	\$103,455	\$0	\$103,455
	8 - 16 yrs	\$103,455	\$3,104	\$106,558
	17 - 22 yrs	\$103,455	\$6,207	\$109,662
	23 yrs or more	\$103,455	\$9,311	\$112,766
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Constable, 2nd Class		\$86,347		\$86,347
Constable, 3rd Class		\$76,754		\$76,754
Constable, 4th Class		\$67,159		\$67,159
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Recruit Constable		\$57,565		\$57,565
Cadet, 1st Class		\$52,768		\$52,768
Cadet, 2nd Class		\$47,971		\$47,971

Effective January 1, 2021:

Rank	Service	Base Salary	UPA	Annual Salary
Staff Sergeant	0 - 7 yrs	\$132,702	\$0	\$132,702
Detective Sergeant	8 - 16 yrs	\$132,702	\$3,135	\$135,836
	17 - 22 yrs	\$132,702	\$6,269	\$138,971
	23 yrs or more	\$132,702	\$9,404	\$142,106
	<hr/>			
Sergeant	0 - 7 yrs	\$119,641	\$0	\$119,641
Detective	8 - 16 yrs	\$119,641	\$3,135	\$122,775
	17 - 22 yrs	\$119,641	\$6,269	\$125,910
	23 yrs or more	\$119,641	\$9,404	\$129,045
	<hr/>			
Constable, 1st Class	0 - 7 yrs	\$104,490	\$0	\$104,490
	8 - 16 yrs	\$104,490	\$3,135	\$107,624
	17 - 22 yrs	\$104,490	\$6,269	\$110,759
	23 yrs or more	\$104,490	\$9,404	\$113,894
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Constable, 2nd Class		\$87,211		\$87,211
Constable, 3rd Class		\$77,521		\$77,521
Constable, 4th Class		\$67,831		\$67,831
<hr/>				
Recruit Constable		\$58,141		\$58,141
Cadet, 1st Class		\$53,296		\$53,296
Cadet, 2nd Class		\$48,451		\$48,451

Annual salary shall be based on a maximum of 2,080 hours.

To arrive at the hourly rate of pay, 2080 hours are divided into the determined annual salary.

SCHEDULE "A"

Effective July 1, 2021:

Rank	Service	Base Salary	UPA	Annual Salary
Staff Sergeant	0 - 7 yrs	\$134,029	\$0	\$134,029
Detective Sergeant	8 - 16 yrs	\$134,029	\$3,166	\$137,195
	17 - 22 yrs	\$134,029	\$6,332	\$140,361
	23 yrs or more	\$134,029	\$9,498	\$143,527
	Sergeant	0 - 7 yrs	\$120,837	\$0
Detective	8 - 16 yrs	\$120,837	\$3,166	\$124,004
	17 - 22 yrs	\$120,837	\$6,332	\$127,170
	23 yrs or more	\$120,837	\$9,498	\$130,336
	Constable, 1st Class	0 - 7 yrs	\$105,535	\$0
8 - 16 yrs		\$105,535	\$3,166	\$108,701
17 - 22 yrs		\$105,535	\$6,332	\$111,867
23 yrs or more		\$105,535	\$9,498	\$115,033
Constable, 2nd Class		\$88,083		\$88,083
Constable, 3rd Class		\$78,297		\$78,297
Constable, 4th Class		\$68,509		\$68,509
Recruit Constable		\$58,722		\$58,722
Cadet, 1st Class		\$53,829		\$53,829
Cadet, 2nd Class		\$48,936		\$48,936

Effective January 1, 2022:

Rank	Service	Base Salary	UPA	Annual Salary
Staff Sergeant	0 - 7 yrs	\$135,370	\$0	\$135,370
Detective Sergeant	8 - 16 yrs	\$135,370	\$3,198	\$138,567
	17 - 22 yrs	\$135,370	\$6,395	\$141,765
	23 yrs or more	\$135,370	\$9,593	\$144,963
	Sergeant	0 - 7 yrs	\$122,046	\$0
Detective	8 - 16 yrs	\$122,046	\$3,198	\$125,244
	17 - 22 yrs	\$122,046	\$6,395	\$128,441
	23 yrs or more	\$122,046	\$9,593	\$131,639
	Constable, 1st Class	0 - 7 yrs	\$106,590	\$0
8 - 16 yrs		\$106,590	\$3,198	\$109,788
17 - 22 yrs		\$106,590	\$6,395	\$112,986
23 yrs or more		\$106,590	\$9,593	\$116,183
Constable, 2nd Class		\$88,964		\$88,964
Constable, 3rd Class		\$79,080		\$79,080
Constable, 4th Class		\$69,194		\$69,194
Recruit Constable		\$59,309		\$59,309
Cadet, 1st Class		\$54,367		\$54,367
Cadet, 2nd Class		\$49,425		\$49,425

Annual salary shall be based on a maximum of 2,080 hours.

To arrive at the hourly rate of pay, 2080 hours are divided into the determined annual salary.

SCHEDULE "A"

Effective July 1, 2022:

Rank	Service	Base Salary	UPA	Annual Salary
Staff Sergeant	0 - 7 yrs	\$136,520	\$0	\$136,520
Detective Sergeant	8 - 16 yrs	\$136,520	\$3,225	\$139,745
	17 - 22 yrs	\$136,520	\$6,450	\$142,970
	23 yrs or more	\$136,520	\$9,675	\$146,195
Sergeant	0 - 7 yrs	\$123,083	\$0	\$123,083
Detective	8 - 16 yrs	\$123,083	\$3,225	\$126,308
	17 - 22 yrs	\$123,083	\$6,450	\$129,533
	23 yrs or more	\$123,083	\$9,675	\$132,758
Constable, 1st Class	0 - 7 yrs	\$107,496	\$0	\$107,496
	8 - 16 yrs	\$107,496	\$3,225	\$110,721
	17 - 22 yrs	\$107,496	\$6,450	\$113,946
	23 yrs or more	\$107,496	\$9,675	\$117,171
Constable, 2nd Class		\$89,720		\$89,720
Constable, 3rd Class		\$79,752		\$79,752
Constable, 4th Class		\$69,783		\$69,783
Recruit Constable		\$59,813		\$59,813
Cadet, 1st Class		\$54,829		\$54,829
Cadet, 2nd Class		\$49,845		\$49,845

Effective January 1, 2023:

Rank	Service	Base Salary	UPA	Annual Salary
Staff Sergeant	0 - 7 yrs	\$137,885	\$0	\$137,885
Detective Sergeant	8 - 16 yrs	\$137,885	\$3,257	\$141,142
	17 - 22 yrs	\$137,885	\$6,514	\$144,399
	23 yrs or more	\$137,885	\$9,771	\$147,657
Sergeant	0 - 7 yrs	\$124,314	\$0	\$124,314
Detective	8 - 16 yrs	\$124,314	\$3,257	\$127,571
	17 - 22 yrs	\$124,314	\$6,514	\$130,828
	23 yrs or more	\$124,314	\$9,771	\$134,085
Constable, 1st Class	0 - 7 yrs	\$108,571	\$0	\$108,571
	8 - 16 yrs	\$108,571	\$3,257	\$111,828
	17 - 22 yrs	\$108,571	\$6,514	\$115,085
	23 yrs or more	\$108,571	\$9,771	\$118,342
Constable, 2nd Class		\$90,617		\$90,617
Constable, 3rd Class		\$80,549		\$80,549
Constable, 4th Class		\$70,480		\$70,480
Recruit Constable		\$60,411		\$60,411
Cadet, 1st Class		\$55,377		\$55,377
Cadet, 2nd Class		\$50,344		\$50,344

Annual salary shall be based on a maximum of 2,080 hours.
To arrive at the hourly rate of pay, 2080 hours are divided into the determined annual salary.

SCHEDULE "A"

Effective July 1, 2023:

Rank	Service	Base Salary	UPA	Annual Salary
Staff Sergeant	0 - 7 yrs	\$138,919	\$0	\$138,919
Detective Sergeant	8 - 16 yrs	\$138,919	\$3,282	\$142,201
	17 - 22 yrs	\$138,919	\$6,563	\$145,482
	23 yrs or more	\$138,919	\$9,845	\$148,764
	Sergeant	0 - 7 yrs	\$125,246	\$0
Detective	8 - 16 yrs	\$125,246	\$3,282	\$128,528
	17 - 22 yrs	\$125,246	\$6,563	\$131,809
	23 yrs or more	\$125,246	\$9,845	\$135,091
	Constable, 1st Class	0 - 7 yrs	\$109,385	\$0
	8 - 16 yrs	\$109,385	\$3,282	\$112,667
	17 - 22 yrs	\$109,385	\$6,563	\$115,948
	23 yrs or more	\$109,385	\$9,845	\$119,230
	Constable, 2nd Class		\$91,297	\$91,297
Constable, 3rd Class		\$81,153	\$81,153	
Constable, 4th Class		\$71,009	\$71,009	
Recruit Constable		\$60,864		\$60,864
Cadet, 1st Class		\$55,793		\$55,793
Cadet, 2nd Class		\$50,721		\$50,721

Effective January 1, 2024:

Rank	Service	Base Salary	UPA	Annual Salary
Staff Sergeant	0 - 7 yrs	\$140,308	\$0	\$140,308
Detective Sergeant	8 - 16 yrs	\$140,308	\$3,314	\$143,623
	17 - 22 yrs	\$140,308	\$6,629	\$146,937
	23 yrs or more	\$140,308	\$9,943	\$150,251
	Sergeant	0 - 7 yrs	\$126,498	\$0
Detective	8 - 16 yrs	\$126,498	\$3,314	\$129,813
	17 - 22 yrs	\$126,498	\$6,629	\$133,127
	23 yrs or more	\$126,498	\$9,943	\$136,441
	Constable, 1st Class	0 - 7 yrs	\$110,479	\$0
	8 - 16 yrs	\$110,479	\$3,314	\$113,793
	17 - 22 yrs	\$110,479	\$6,629	\$117,108
	23 yrs or more	\$110,479	\$9,943	\$120,422
	Constable, 2nd Class		\$92,210	\$92,210
Constable, 3rd Class		\$81,965	\$81,965	
Constable, 4th Class		\$71,719	\$71,719	
Recruit Constable		\$61,473		\$61,473
Cadet, 1st Class		\$56,351		\$56,351
Cadet, 2nd Class		\$51,228		\$51,228

Annual salary shall be based on a maximum of 2,080 hours.

To arrive at the hourly rate of pay, 2080 hours are divided into the determined annual salary.

SCHEDULE "A"

Effective July 1, 2024:

Rank	Service	Base Salary	UPA	Annual Salary
Staff Sergeant	0 - 7 yrs	\$141,711	\$0	\$141,711
Detective Sergeant	8 - 16 yrs	\$141,711	\$3,348	\$145,059
	17 - 22 yrs	\$141,711	\$6,695	\$148,406
	23 yrs or more	\$141,711	\$10,043	\$151,754
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Sergeant	0 - 7 yrs	\$127,763	\$0	\$127,763
Detective	8 - 16 yrs	\$127,763	\$3,348	\$131,111
	17 - 22 yrs	\$127,763	\$6,695	\$134,458
	23 yrs or more	\$127,763	\$10,043	\$137,806
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Constable, 1st Class	0 - 7 yrs	\$111,584	\$0	\$111,584
	8 - 16 yrs	\$111,584	\$3,348	\$114,931
	17 - 22 yrs	\$111,584	\$6,695	\$118,279
	23 yrs or more	\$111,584	\$10,043	\$121,626
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Constable, 2nd Class		\$93,132		\$93,132
Constable, 3rd Class		\$82,785		\$82,785
Constable, 4th Class		\$72,436		\$72,436
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Recruit Constable		\$62,088		\$62,088
Cadet, 1st Class		\$56,914		\$56,914
Cadet, 2nd Class		\$51,741		\$51,741

Annual salary shall be based on a maximum of 2,080 hours.

To arrive at the hourly rate of pay, 2080 hours are divided into the determined annual salary.

SCHEDULE "A" - NOTES

1. Civilian Bargaining Unit members who are hired as Uniform members shall be placed on the salary grid that is the closest to their current salary level to the maximum of the rank of 1st Class Constable. The Parties further agree that all compensation banks will be depleted and paid out at their current salary levels.
2. Where a Civilian Bargaining Unit member is selected for appointment as a Recruit Constable, that member's prior employment with the Board shall be included for the purpose of calculating entitlement to the Urban Policing Allowance (UPA) to a maximum of thirty (30) months.

SCHEDULE "C"



Grievance Form

Association _____
 Member _____
 Unit/Bureau _____
 Supervisor _____

Grievance No. _____
 Badge No. _____
 Classification _____

Statement of Alleged Violation

Article(s) Allegedly Violated

_____ and any other relevant Article of the Collective Agreement

Statement of Facts to Support Grievance

Statement of Redress Sought

Signature of Member/Association Representative _____

_____ Yr. Mo. Day

SCHEDULE "C"

Step 1

Senior Officer/Manager In Charge Name _____ Badge No. _____

Date and Time Grievance Received _____

Response _____

Step 2

Chief of Police

Date and Time Grievance Received _____

Response _____

Step 3

Board Grievance Committee

Response _____

Step 4

Written Request for Arbitration received by Board on _____
Yr. Mo. Day Time A.M. P.M.

SCHEDULE "D"

File Classification: 2-04-02-01-01

Application for Unpaid Leave of Absence (In Excess of 4 Weeks)

(Leaves of 4 weeks or less are to be submitted through eTime)

Employee Information	
Name _____ <small style="text-align: center;">Surname, Given Name(s)</small>	Employee ID _____
Department _____	
Details of Request	
I hereby request a Leave of Absence without Pay for a total of _____ hours to be scheduled for the following date(s): _____	
The reason for my request is for one of the following Employment Standards Act job-protected leaves:	
<input type="checkbox"/> Critical Illness Leave <input type="checkbox"/> Family Medical Leave <input type="checkbox"/> Family Caregiver Leave <input type="checkbox"/> Child Death Leave <input type="checkbox"/> Crime-Related Child Disappearance <input type="checkbox"/> Domestic/Sexual Violence Leave <input type="checkbox"/> Organ Donor Leave; OR, <input type="checkbox"/> Personal <i>(please specify or attach additional information)</i> _____	
Continuation of Benefits	
Pending approval of my Request for Unpaid Leave of Absence, and in accordance with Article 14 of the Collective Agreement, I hereby advise that I wish to:	
<input type="checkbox"/> Maintain my benefits <input type="checkbox"/> Not to maintain my benefits for the duration of my leave	
Employee's Signature <small>(Print, sign and forward through chain of command for O.I.C. approval)</small>	
I acknowledge that since my Unpaid Leave or series of Leaves exceeds four (4) weeks in any calendar year, I will agree to: (a) submit this Request at least 30 days prior to the commencement of my leave, and if approved (b) be bound by the terms and conditions as set out in Article 14 in the Collective Agreement, which I have read and understood.	
_____	_____
Employee's Signature	Date (Year/Month/Day)
Officer / Manager in Charge	
<input type="checkbox"/> Approval Recommended <input type="checkbox"/> Denial Recommended	
Comments: _____	
_____	_____
O.I.C. Name (please print)	O.I.C. Badge #
_____	_____
O.I.C. Signature	Date (Year/Month/Day)
Chief's Management Group	
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	
Comments: _____	
_____	_____
CMG Signature / Badge #	Date (Year/Month/Day)

Forward to Human Resources for processing

SCHEDULE "E"

Joint Retainer Agreement

AS you are aware, (insert name) has filed a complaint against the Regional Municipality of Peel Police Services Board ("the Board"), in which you have been named as a personal respondent. Our firm has been retained by the Board as its legal counsel with respect to this complaint.

Since you have been named as a personal respondent in this complaint, it is possible that you could be found liable to the complainant in your personal capacity if the matter proceeds to a hearing. In other words, you could personally be ordered to make a monetary payment or to provide some other remedy to the complainant.

Currently, it appears that your interests and the Board's interests in this matter coincide, and therefore the Board is prepared to make its legal counsel available to represent you in relation to this complaint. Of course you have the right at any time to obtain independent legal representation if you so choose.

If you choose to be represented by the Board's counsel and if a conflict of interest arises between you and the Board or between you and another client represented by our firm in the matter, you must understand and agree that our firm may no longer be able to continue to act in the matter. That determination would, if necessary, be made in accordance with the Rules of Professional Conduct governing the legal profession and the obligations of the Board's counsel based on the circumstances pertaining at the time. In such circumstances you would continue to be free to engage counsel of your choice and we would assist by a referral to alternate counsel if you should so wish.

You should also understand that, if we act on behalf of both yourself and the Board, we will not be able to keep any information that you provide to us confidential from the Board, or from any other individual who decides to accept this offer. Therefore, the Board and all other individuals for whom we are acting will have access to all of the information that you provide to us. However, I have been authorized by the Board and by the Chief to undertake that they will not seek to adduce in evidence either for the purposes of this proceeding or in any other proceeding any evidence obtained by them solely by means of your disclosure of such evidence to our Firm during the course of our Firm's representation of you. I will obtain a similar undertaking from all individuals accepting this offer and will require the same of you respecting statements made to our Firm regarding the Board, the Chief or other individuals accepting this offer. Nothing in this Agreement or in the undertaking shall prevent the Board or the Chief, for the purposes of this or any other proceeding, from investigating or pursuing information provided to them by our Firm or from seeking to adduce in evidence in this or in any other proceeding, any evidence obtained from such investigation or pursuit of information.

Since our Firm has a continuing relationship with the Board, we recommend that you obtain independent legal advice before you decide whether you wish our Firm to act for you in this matter.

We need to obtain your written consent to have us act for you in this matter before we can take any steps to respond to this matter on your behalf. If you have read and understood the foregoing and agree to be represented by our firm on the terms set out above, please sign the declaration below, and return it to the undersigned no later than (insert date).

Thank you for your prompt attention to this matter.

Yours very truly

I, the undersigned, have read and understood and hereby agree to the terms set out in the letter above.

_____ (Date)

_____ (name of client)

BOARD POLICIES

The Regional Municipality of Peel Police Services Board advises the Peel Regional Police Association of its policies on the following matters, such policies are not intended to form a part of the Collective Agreement:

1. LEGAL INDEMNIFICATION

- a) A member who may be eligible for legal indemnification under Article 20 of the Collective Agreement and who wishes to apply for funds to provide his/her counsel with a deposit on account of fees, if such deposit is required, may make application for such funds if:
 - (i) the member needs counsel because the member has been charged with an offence against the Criminal Code based on the information of someone other than a police officer and the member's offence is alleged to have been committed during the arrest or laying of charges against a suspect or during the events leading thereto;
 - (ii) it appears that Article 20.02 of the Collective Agreement does not apply;
 - (iii) the amount requested does not exceed Two Thousand Dollars (\$2,000.00) or is deemed reasonable by the Solicitor for the Regional Municipality;
 - (iv) in a manner and form satisfactory to the Solicitor of the Regional Municipality, the member and the Association agree to repay the funds to the Board in the event that the member is not entitled to indemnification under Article 20 of the Collective Agreement.
 - (v) the Chief of Police so recommends.

- b) Where an investigation is commenced under Part VII of the Police Services Act and it appears to the Chief of Police that officers of the Peel Regional Police require legal counsel in responding to the investigation, the Chief of Police may arrange for legal counsel to provide counsel to such officers in connection with the investigation on such terms as the Chief considers appropriate. As soon as practicable, the Chief shall bring his/her action and his/her recommendation to the attention of the Board who may approve or alter the terms of retention of such legal counsel or the Chief's recommendation in respect thereof. Neither the Board nor the Chief shall provide legal counsel after the completion of the investigation or the laying of information(s), as Article 20 of the Uniform Collective Agreement is intended to govern such matters.

LETTERS OF UNDERSTANDING

1. DESIGNATED PARKING

Members whose regular place of employment is the Grenville and William B. Davis Court House shall be provided with designated parking during their work day at no expense to the member.

2. OBSOLESCENCE OF A POSITION

The Board agrees to advise the Association of the intent to eliminate a position from this bargaining unit or a conversion of a position into a Civilian Member complement assignment no less than three (3) months prior to taking any action. The notice shall be in writing, specifying the position being eliminated or converted into a Civilian Member complement assignment and shall indicate the number of Uniform Members affected and proposed transfers for the affected Members.

3. LEAVE OF ABSENCE TO ATTEND TO ASSOCIATION BUSINESS

The Parties agree that for the term of the Civilian and Uniform Agreements expiring December 31, 2024 and notwithstanding the provisions of Articles 14.05 (Civilian) and 14.06 (Uniform), the Board shall grant, for the duration of this Agreement only, a leave of absence from duties to one (1) additional Uniform or Civilian member selected by the Association. The said leave of absence shall be without pay and the member so selected shall be considered a full time member of Peel Regional Police and entitled to the accumulation and debits of his/her sick leave. As such, the member shall receive his/her normal remuneration and the Board shall invoice the Association on a monthly basis for all costs, exclusive of sick leave credits.

4. POSTING OF VACANCIES FOR THE RANK OF CONSTABLE

WHEREAS the Parties have entered into a renewal Uniform Collective Agreement expiring December 31st, 2024;

AND WHEREAS the Parties are desirous of facilitating a process that enables members to pursue, and accept responsibility for, their individual career development while ensuring the Service's ability to meet its current and anticipated future operational needs;

AND WHEREAS the terms of Article 13.01 of that Agreement provide, in part, that all permanent vacancies shall be posted for ten (10) working days so that members interested may apply for consideration;

AND WHEREAS, consistent with the spirit of Article 13.01, the Parties are desirous of establishing procedures to ensure consistency, equitable access, and consideration to all members in the selection process, emphasizing a fair, impartial, transparent and accountable process for the filling of all uniform job vacancies that are subject to a competitive process, while recognizing Management's function generally to supervise and administer the affairs of the Service;

NOW, THEREFORE, the Parties agree as follows:

1. That the provisions of Article 13.01 shall be administered in accordance with the terms as provided for hereinafter. In the event of a conflict between the provisions of Article 13.01 and the provisions of this Letter of Understanding, the provisions of this Letter shall take precedence.

2. Definitions

The following definitions shall apply:

- a) "permanent vacancy" – refers to a vacant authorized complement position to which no member has been assigned.
- b) "tenure" – means the cumulative duration of an Officer's assignment to a position, taking into account the following factors:
 - (i) the duration of the Officer's assignment since the date of his/her permanent transfer to the position, including any period(s) of authorized leave of absence;
 - (ii) the duration of all period(s) of previous temporary transfer to the same position where the end date of such transfer(s) is less than six (6) months from the date of the Officer's permanent assignment to the position; and,
 - (iii) the duration of all period(s) of temporary transfer from the position arising after the date of permanent assignment, including transfers to special projects, joint forces operations, and secondments.

3. Tenure Considerations

- a) For each position at the rank of Constable that is subject to a competitive posting process in accordance with the terms of this Letter of Understanding, a minimum and/or maximum tenure shall be established governing the anticipated duration of a member's assignment to that position, subject to the member maintaining satisfactory work performance.
- b) The minimum and/or maximum tenure applicable to each such position shall be as described in the "Listing of Positions Subject to Tenure" (the Listing), as set out in **Appendix "A"** to this Letter of Understanding. Any subsequent additions and/or revisions to the Listing shall only be made in accordance with the provisions as hereinafter provided.
- c) The Listing may be amended from time to time, provided that in the event of any proposed change by the Service to the established tenure of a position or any proposed addition to the Listing arising from the creation of a new tenured position, the Association shall be notified and provided an opportunity to consult with respect to the proposed change or addition prior to any revision to the Listing being implemented.

Any change to the established tenure of a position shall only apply to members newly transferred to the affected position on or after the effective date of such change, whereas any previously established tenure range(s) shall remain in effect for any position incumbents.

- d) Where the Chief of Police determines to enact a Tenure Policy through the implementation of a General Procedure Directive, such Directive shall provide for the establishment of a Tenure Policy Review Committee whose composition shall include representation by the Association.
- e) As a Standing Special Committee, the Tenure Policy Review Committee shall meet at least once annually for the purpose of reviewing the interpretation, application, and administration of the tenure policy; its effectiveness in addressing and achieving the goals for which it was developed; considering any proposed revisions to the Listing and the minimum/maximum tenure applicable to any position; and recommending revisions, where appropriate, to the General Procedure Directive and/or the Listing for subsequent approval.
- f) Any consensus recommendation(s) arising from the Meeting of the Committee shall be recorded in the Minutes of such meeting, and forwarded through the Deputy Chief - Corporate Services for consideration by the Chief's Management Group for approval and implementation.

4. Postings & Transfers

- a) Except as otherwise expressly provided, all permanent vacancies shall be subject to posting on an organization-wide basis, within fourteen (14) days of the vacancy/opportunity becoming known so that interested members who are eligible may apply for consideration. The attached **Appendix "B"** summarizes the process to be followed in respect of the posting of all such vacancies.

In the event the posting fails to solicit any applications from members meeting the essential qualifications of the position, the Chief of Police may, irrespective of tenure, fill the vacancy through the permanent transfer of a member, with their consent.

- b) Divisional Uniform Patrol officer positions at 11, 12, 21, and 22 Divisions and assignments to the position of Station Duty Officer may be filled at the discretion of the Chief of Police without posting.
- c) In effecting the permanent transfer of members within the same rank at any time, no member may be transferred to a position that has not been identified as a preference by the member expressed through the filing of an "Application for Non-Posted Position" form, together with a copy of the member's Personal Development Form (PDF), or to which the member has not applied through a vacancy posting process without the member's consent, except where:
 - (i) The member's tenure within his/her current position exceeds the maximum tenure for the position; and,
 - (ii) The member has been unsuccessful in securing a firm transfer date to an alternate permanent assignment scheduled to occur within ninety (90) calendar days of the member's reaching their maximum tenure date; or,
 - (iii) The transfer arises as a result of documented concerns respecting the member's work performance.

- d) Where the Service finds it necessary to re-balance complement between platoons and/or divisions to meet operational requirements, such transfer opportunity shall be posted so that interested members may apply for consideration. Where the Service requires that an applicant(s) be a qualified coach officer and/or qualified to act at a higher rank, such qualification(s) shall be stipulated in the posting. Preference in the selection of the member(s) to be transferred shall first be exercised on the basis of the qualified applicant(s) possessing the greatest PRP seniority. In the event there are an insufficient number of qualified applicants, then notwithstanding the provisions of paragraph 4(c) the member(s) to be transferred shall be determined on the basis of the qualified member(s) possessing the least PRP seniority on the platoon(s) affected.
 - e) In accordance with the recommended Statement of Principles issued for Ontario Police Services by the Ministry of the Solicitor General and Correctional Services, the Parties affirm their support for, and adherence to, the principle of merit being the basis for the selection of successful applicants to all competitive vacancy postings. Where the skills, abilities, and qualifications are equal amongst competing qualified applicants to a vacancy posting, the selection shall be determined on the basis of overall PRP seniority.
 - f) Consistent with its obligations under the Ontario Human Rights Code, the Service shall not be required to post any vacancy that can be filled through the re-assignment of a member requiring accommodation. In such event, the Association shall be advised of the nature of the accommodation and its anticipated duration.
 - g) The Parties agree to monitor, and to maintain ongoing dialogue in respect of, the administration of the competitive posting process and will endeavour to resolve any issues of concern arising during the term of this Uniform Agreement. Notwithstanding this, it is agreed that an alleged failure by either Party to adhere to the provisions of this Letter may be the subject of a grievance filed in accordance with the terms of the Uniform Agreement.
5. The Parties agree that the provisions of this Letter of Understanding shall supersede and replace the provisions of any prior Letter of Understanding Respecting the Posting of Uniform Vacancies.
 6. Either Party reserves the right to notify the other Party of its intent to revert to the strict provisions of Article 13.01 upon sixty (60) days' notice provided it is in writing.
 7. This Agreement is without prejudice or precedent to any other position either Party may take in relation to this matter in the future.

5. POSTING OF NON-COMMISSIONED OFFICER (NCO) VACANCIES

WHEREAS the Parties have entered into a renewal Uniform Collective Agreement expiring December 31st, 2024;

AND WHEREAS the Parties are desirous of facilitating a process that enables members to pursue, and accept responsibility for, their individual career development while ensuring the Service's ability to meet its current and anticipated future operational needs;

AND WHEREAS the terms of Article 13.01 of that Agreement provide, in part, that all permanent vacancies shall be posted for ten (10) working days so that members interested may apply for consideration;

AND WHEREAS, consistent with the spirit of Article 13.01, the Parties are desirous of establishing procedures to ensure consistency, equitable access, and consideration to all members in the selection process, emphasizing a fair, impartial, transparent and accountable process for the filling of all NCO job vacancies that are subject to a competitive process, while recognizing Management's function generally to supervise and administer the affairs of the Service;

NOW, THEREFORE, the Parties agree as follows:

1. That the provisions of Article 13.01 shall be administered in accordance with the terms as provided for hereinafter. In the event of any conflict between the provisions of Article 13.01 and the provisions of this Letter of Understanding, the provisions of this Letter shall take precedence;

2. Definitions

The following definitions shall apply:

- a) "indefinite acting opportunity" – refers to the opportunity afforded a qualified uniform member for assignment to a higher rated rank to fill a vacant authorized complement position on a temporary basis, pending its permanent assignment, for a known or anticipated duration of three (3) months or more.
- b) "NCO" – refers to a Non-Commissioned Officer holding the rank of Sergeant, Detective, Staff Sergeant or Detective Sergeant.
- c) "permanent vacancy" – refers to a vacant authorized complement position to which no member has been assigned.
- d) "Promotional List" – refers to the listing of successful candidates, as announced by the Chief of Police, for immediate and/or future promotion to an NCO rank. Those candidates identified for immediate promotion shall be listed in alphabetical order, and those candidates identified for future promotion shall be listed in descending order from highest to lowest overall point score.
- e) "promotional freeze period" – refers to the period during which the posting of permanent vacancies is temporarily suspended pending the conclusion of a promotional process. The promotional freeze period shall commence as of the date that members' applications for promotion are due for submission to Corporate Learning, and ends the earlier of:
 - (i) the date of formal notification to members as to the Area/Bureau/Unit to which they are to be transferred; or,
 - (ii) no later than one hundred (100) days following the date that members' applications for promotion are due for submission to Corporate Learning.
- f) "temporary acting opportunity" – refers to the opportunity afforded a uniform member for assignment to a higher rated rank to fill a temporary vacancy occasioned by the absence or re-assignment of the member permanently assigned to the position for a known or anticipated duration of less than three (3) months.

- g) “tenure” – means the cumulative duration of an Officer's assignment to a position, taking into account the following factors:
- (i) the duration of the Officer's assignment since the date of his/her permanent transfer to the position, including any period(s) of authorized leave of absence;
 - (ii) the duration of all period(s) of previous temporary transfer to the same position where the end date of such transfer(s) is less than six (6) months from the date of the Officer's permanent assignment to the position; and,
 - (iii) the duration of all period(s) of temporary transfer from the position arising after the date of permanent assignment, including transfers to special projects, joint forces operations, and secondments.

3. Tenure Considerations

- a) For each position at the rank of Detective/Sergeant and Detective/Staff Sergeant that is subject to a competitive posting process in accordance with the terms of this Letter of Understanding, a minimum and/or maximum tenure shall be established governing the anticipated duration of a member's assignment to that position, subject to the member maintaining satisfactory work performance.
- b) The minimum and/or maximum tenure applicable to each such position shall be as described in the “Listing of Positions Subject to Tenure” (the Listing), as set out in **Appendix “A”** to this Letter of Understanding. Any subsequent additions and/or revisions to the Listing shall only be made in accordance with the provisions as hereinafter provided.
- c) The Listing may be amended from time to time, provided that in the event of any proposed change by the Service to the established tenure of a position or any proposed addition to the Listing arising from the creation of a new tenured position, the Association shall be notified and provided an opportunity to consult with respect to the proposed change or addition prior to any revision to the Listing being implemented. Any change to the established tenure of a position shall only apply to members newly transferred to the affected position on or after the effective date of such change, whereas any previously established tenure range(s) shall remain in effect for any position incumbents.
- d) Where the Chief of Police determines to enact a Tenure Policy through the implementation of a General Procedure Directive, such Directive shall provide for the establishment of a Tenure Policy Review Committee whose composition shall include representation by the Association.
- e) As a Standing Special Committee, the Tenure Policy Review Committee shall meet at least once annually for the purpose of reviewing the interpretation, application, and administration of the tenure policy; its effectiveness in addressing and achieving the goals for which it was developed; considering any proposed revisions to the Listing and the minimum/maximum tenure applicable to any position; and recommending revisions, where appropriate, to the General Procedure Directive and/or the Listing for subsequent approval.
- f) Any consensus recommendation(s) arising from the Meeting of the Committee shall be recorded in the Minutes of such meeting, and forwarded through the Deputy Chief - Corporate Services for consideration by the Chief's Management Group for approval and implementation.

4. Postings & Transfers

- a) Except as otherwise expressly provided, all permanent vacancies and indefinite acting opportunities within the NCO ranks shall be subject to posting on an organization-wide basis, within fourteen (14) days of the vacancy/opportunity becoming known so that interested members who are eligible may apply for consideration. The attached **Appendix "B"** summarizes the process to be followed in respect of the posting of all such vacancies.
- b) Assignments to positions within Internal Affairs and Public Complaints may be filled at the discretion of the Chief of Police without posting.
- c) In effecting the permanent transfer of members within the same rank at any time, no member may be transferred without the member's consent, except where:
 - (i) The member's tenure within his/her current position exceeds the maximum tenure for the position; and,
 - (ii) The member has been unsuccessful in securing a firm transfer date to an alternate permanent assignment scheduled to occur within ninety (90) calendar days of the member's reaching their maximum tenure date; or,
 - (iii) The transfer arises as a result of documented concerns respecting the member's work performance.
- d) Where, due to operational requirements, the Employer determines not to fill a permanent vacancy, or to offer an indefinite acting opportunity, the Association will be notified in writing within ten (10) days of the vacancy/opportunity becoming known as to the reasons for its decision and the anticipated duration of any variance to the normal posting process.
- e) Temporary acting opportunities shall not be subject to posting and may be filled at the Employer's discretion, provided that should the actual or anticipated duration of the opportunity extend beyond three (3) months the Association shall be advised of the change, and it may require that the position be posted as an indefinite acting opportunity as hereinafter provided.
- f) Where the Service finds it necessary to re-balance complement between platoons and/or divisions to meet its operational requirements, nothing herein shall prevent the permanent transfer of a member to the same position on a different platoon within the division (e.g., Sergeant – Uniform Patrol to another Sergeant – Uniform Patrol position at the same Division).

In the event the re-balancing of complement necessitates the transfer of a member to the same position within a different Division, such transfer opportunity shall be posted so that interested members may apply for consideration. Where the Service requires that an applicant(s) be qualified to act at a higher rank, such qualification(s) shall be stipulated in the posting. Preference in the selection of the member(s) to be transferred shall first be exercised on the basis of the qualified applicant(s) possessing the greatest PRP seniority. In the event there are an insufficient number of qualified applicants, then notwithstanding the provisions of paragraph 4(c) the member(s) to be transferred shall be determined on the basis of the qualified member(s) possessing the least PRP seniority within the position(s) affected.

g) Permanent Vacancy – List Not Exhausted

Where a permanent vacancy arises outside the promotional freeze period and the Promotional List has not been exhausted, the vacancy shall be filled either:

- (i) in the event of a Divisional Uniform Patrol vacancy, by the direct assignment of the next listed unassigned member on the Promotional List; or,
- (ii) in the event of any other vacancy, including Investigative and Specialty Bureaus, Divisional CIB, and all other positions apart from Divisional Uniform Patrol, through a posting and competitive selection process. Members of the same confirmed rank as that for which the posting arises may make application to such posting, and the number of applicants may be short-listed for interview to determine the successful applicant.

Where such posting results in no applications being received, the vacancy shall be filled by the direct assignment of the next listed unassigned member on the Promotional List who possesses the essential qualifications of the position.

h) Permanent Vacancy – List Exhausted

Where a permanent vacancy arises outside the promotional freeze period and the Promotional List has been exhausted, the vacancy shall be filled through a posting and competitive selection process. Members of the same confirmed rank as that for which the posting arises may make application to such posting, and the number of applicants may be short-listed for interview to determine the successful applicant.

In the event no applications are received, the vacancy shall be filled in the following priority:

- (i) In the event of a Divisional Uniform Patrol vacancy only, through the permanent transfer of a member within the same confirmed rank who has reached his/her maximum tenure in accordance with the criteria set out in paragraph 4(c) above, if any; then,
- (ii) For any Divisional Uniform Patrol or other vacancy, through the permanent transfer of a member within the same confirmed rank to meet the developmental needs of the member, with the member's consent, if any; then,
- (iii) Through the posting of the vacancy as an indefinite acting opportunity pending the announcement of the next Promotional Process.

In the case of a Divisional Uniform vacancy only, the Divisional Commander may elect to fill the vacancy through the temporary transfer of a member assigned to the same Division, with the member's consent, and to then post the resulting vacancy as an indefinite acting opportunity pending the announcement of the next Promotional Process.

i) Indefinite Acting Opportunities

Where an indefinite acting opportunity arises, the opportunity shall be posted and filled through a competitive selection process as follows:

- (i) For *Investigative* opportunities, (i.e., all non-Divisional Uniform positions), all qualified members shall be eligible to apply for consideration, and the successful candidate shall be selected on the basis of a paper review and short-list interview process.
- (ii) For *Divisional* opportunities, including Airport and Divisional CIB, qualified members only within the affected Division shall be eligible to apply for consideration, and the successful candidate may be selected on the basis of a paper review process.

In the event a suitable candidate is not identified, the opportunity shall be re-posted, and all qualified members shall be eligible to apply for consideration. The successful candidate shall be selected on the basis of a paper review process.

The selection and assignment of members to all indefinite acting and temporary vacancies, regardless of duration, shall be subject to review and re-assessment once the Chief of Police announces the next Promotional Process.

- j) In accordance with the recommended Statement of Principles issued for Ontario Police Services by the Ministry of the Solicitor General and Correctional Services, the Parties affirm their support for, and adherence to, the principle of merit being the basis for the selection of successful applicants to all competitive vacancy postings. Where the skills, abilities, and qualifications are equal amongst competing qualified applicants to a vacancy posting, the selection shall be determined on the basis of overall PRP seniority.
 - k) Consistent with its obligations under the Ontario Human Rights Code, the Service shall not be required to post any vacancy that can be filled through the re-assignment of a member requiring accommodation. In such event, the Association shall be advised of the nature of the accommodation and its anticipated duration.
 - l) The Parties agree to monitor, and to maintain ongoing dialogue in respect of, the administration of the competitive posting process and will endeavour to resolve any issues of concern arising during the term of this Letter of Understanding. Notwithstanding this, it is agreed that an alleged failure by either Party to adhere to the provisions of this Letter during its term may be the subject of a grievance filed in accordance with the terms of the Uniform Agreement.
5. Exception - Assignments/Transfers Arising From the Promotional Process

The Chief of Police may elect to announce a new Promotional Process at any time.

The determination of those members who, upon conclusion of the Promotional Process, are to be transferred within the same rank and/or assigned from the Promotional List shall be at the sole discretion of the Chief of Police, taking into consideration the skills, experience, developmental needs, and preferences of the members affected and the operational requirements of the Service. Without limiting the generality of the foregoing, it is understood and agreed by the Parties that such assignments and/or transfers shall be in accordance with the following process:

- a) Existing permanent vacancies, and any new permanent vacancies that have been identified subsequent to the announcement of the Promotional Process, shall first be filled by the transfer of members within the same confirmed rank, and/or by the

assignment of members from the Promotional List. For all permanent vacancies, priority consideration shall be given to the transfer of existing suitable qualified officers within the rank before the assignment of members from the Promotional List.

- b) With respect to the transfer of members within the same rank, and notwithstanding the provisions of paragraph 4(c), consideration will be given to accommodating the transfer preferences of suitable qualified members provided such preferences are expressed to Corporate Learning through the submission of an application to a Non-posted Position Vacancy posting.

At such time as the foregoing assignments and transfers have been determined, the Chief of Police shall establish a transfer date for each such transfer/assignment taking into consideration the effect of such date upon the member's zero balance account (ZBA).

- c) In the event any permanent vacancies remain unfilled once the Promotional List has been exhausted, such vacancies shall be posted and filled in accordance with the provisions of paragraph 4(h).
- d) In the event all permanent vacancies are filled prior to the Promotional List being exhausted, and notwithstanding the provisions of paragraph 4(i), those members remaining on the Promotional List shall receive priority consideration for assignment to any existing Divisional indefinite acting opportunities, and/or Divisional Uniform Patrol permanent vacancies which subsequently become available, and such assignment(s) will not be subject to posting.

- 6. That this Letter of Understanding supersedes and replaces the terms of any prior Letter of Understanding respecting the Posting of Non-Commissioned Officer (NCO) Vacancies signed by the Parties.
- 7. Either Party reserves the right to notify the other Party of its intent to revert to the strict provisions of Article 13.01 upon sixty (60) days' notice provided it is in writing.
- 8. This Agreement is without prejudice or precedent to any other position either Party may take in relation to this matter in the future.

6. 12 HOUR COMPRESSED WORK WEEK SHIFT SCHEDULE

- 1. The Parties hereby agree to the implementation of a revised shift schedule, hereinafter referred to as the 12 Hour Compressed Work Week Shift Schedule (12 Hour CWW Shift Schedule), as set out in the attached as Schedule "B";
- 2. That all officers assigned to Uniform Patrol operating from 11, 12, 21, and 22 Divisions shall be assigned to the 12 Hour CWW Shift Schedule;
- 3. That the 12 Hour CWW Shift Schedule shall not be interpreted, and is not intended, to increase or decrease a member's regular annual salary as set out in Schedule "A" to the Collective Agreement nor to increase a members premium pay by virtue, alone, of its implementation. Any ambiguity or conflict between the terms of the Collective Agreement and the terms of this Letter of Agreement shall be interpreted in conformity with this principle;

4. That as a result of the transfer of officers to the 12 Hour CWW Shift Schedule from another shift schedule, or vice versa, officers may be subject to an overpayment or underpayment for actual hours worked. Such overpayment and underpayment shall be tracked within the eTime system in a Zero Balance Adjustment (ZBA) time bank and will be used to offset the impact of a member's future transfers within the organization;
5. That Article 6.01 is amended for those officers assigned to work the 12 Hour CWW Shift Schedule to provide for an average work week of forty-two (42) hours over the period of the full 12 Hour CWW Shift Schedule cycle;
6. That all regular hours worked by officers on the 12 Hour CWW Shift Schedule in excess of the regular annual hours (2080) shall be credited to the member's "Accrued Time Account" as straight time hours and shall be taken as accrued time off only, prior to the end of the calendar year in which they were earned. Such hours shall not be eligible to be carried over into the next calendar year with the following exceptions:
 - (i) where the member is unable to utilize such hours because of the exigencies of service; or,
 - (ii) in cases where the member is off duty as a result of illness, or being injured on duty prior to the start of his/her accrued time leave and is therefore unable to enjoy his/her accrued time leave, the member will be allowed to take such portion of accrued time leave upon his/her being able to return to active duty, subject to the operational requirements being met and provided such time is agreeable to the member. Where, due to operational requirements, such accrued time leave cannot be accommodated within the same calendar year, the member shall be allowed to carry over his/her unused accrued time to the next year. In the event that a member is hospitalized during his/her accrued time leave, upon furnishing satisfactory medical documentation acceptable to the Board, the leave period shall be classified as sick leave and the accrued leave bank will be replenished the appropriate hours;
7. That a member whose approved accrued time leave period has been cancelled due to the exigencies of service may, no later than December 1st, request a carry-over of all or any part of such cancelled accrued time leave for use in the following calendar year. Such request shall be submitted by memorandum to the Supervisor specifying the date(s) and hours cancelled due to exigencies of service and the total number of hours requested for carry-over to the following calendar year;
8. That the Board shall establish and maintain an "Accrued Time Account" for all sworn members. The Board shall credit the "Accrued Time Account" of all officers assigned to work the 12 Hour CWW Shift Schedule with fifty-two (52) straight time hours of unearned time on January 1st and on July 1st of each year. Such credited hours are to provide officers with more opportunity to exhaust their projected accrued time account balance prior to the end of the calendar year. Should officers leave the employ of the Service and not earn the credited accrued time advanced or taken, then the Board shall have the authority to reconcile any time advanced or taken from any monies owing to the officer. The Parties agree that should a member be required to change schedules, the above mentioned accrued time off credits will be prorated to the actual months spent on the 12 Hour CWW Shift Schedule;
9. That Article 6.01 is further amended for officers assigned to the 12 Hour CWW Shift Schedule to provide for a ninety (90) minute lunch period, to be scheduled approximately midway through the shift, where operational requirements and the

exigencies of service permit. No lunch periods will commence earlier than upon the completion of three (3) hours of duty nor be completed later than upon the completion of ten (10) hours of duty. When operational requirements and the exigencies of service do not permit a ninety (90) minute lunch period, such lost time shall be credited to overtime at straight time rates. Such ninety (90) minutes may be scheduled as two (2), forty-five (45) minute lunch periods, to be assigned so as to provide a reasonable interval between the two periods, subject to operational requirements and the exigencies of service. The assignment of lunch periods shall normally occur at the commencement of duty;

10. That Article 6.04 is amended for officers assigned to the 12 Hour CWW Shift Schedule to apply only when their "next regular tour of duty" is a tour of duty on the very next calendar day after conclusion of their prior regular tour of duty (i.e., not including the period of an overtime or callback assignment) and is not applicable when the "next regular tour of duty" is preceded by an officer's scheduled day(s) off, even if overtime or a callback is worked on the scheduled day(s) off;
11. That the Employer shall consult with the Association and the Association shall be given an opportunity to respond before any changes (of other than a temporary nature due to exigencies of service) are introduced to platoon or shift starting times, but nothing herein affects a member's right to "callback" under Article 6.06;
12. That an officer's regularly scheduled day off (but not a lieu day off) shall not be altered except due to exigencies of service of a temporary nature. The officer shall be provided with reasonable notice, taking into account the amount of notice the Employer has of the service exigencies giving rise to the change but, in any event, no less than 7 days' notice shall be given. If insufficient notice is given and the officer does not voluntarily consent to change his/her scheduled day off, the officer shall be entitled to be paid for the time worked on such regularly scheduled day off at the rate of time and one-half (1-1/2) of his/her regular hourly rate. If time worked on the scheduled day off is overtime, no additional premium under this clause is payable;
13. That no premium under paragraph 12, above, is payable to a member who is transferred to another bureau, unit, division or shift provided the member received no less than 14 days' notice of such change. The member may consent to waive such notice;
14. That where the Board approves the implementation of this 12 Hour CWW Shift Schedule for the members of other bureaus or units or where, in the case of members assigned to Uniform Patrol at the Airport division, the Board has approved the continuation of this 12 Hour CWW Shift Schedule, the provisions of this Letter of Understanding shall apply *mutatis mutandis* in respect of such shift schedule assignment and such approval shall not restrict the Board's right to implement further new schedules or changes in schedules to meet operational requirements, subject to the provisions of Article 6.08;
15. That the provisions of the current "Article 6 - Hours of Work" will remain in effect and enforceable except as specifically amended by this Letter of Understanding. In the event of any conflict between the provisions of the Uniform Collective Agreement and the provisions of this Letter of Understanding, the provisions of this Letter of Understanding shall govern.

APPENDIX “B” – CONSTABLE POSTING CRITERIA

Rotational Vacancies Subject to a Competitive Posting Process			
Position/Bureau Affected	Posting Scope	Eligibility to Apply	Process
All Investigative Bureaus/Units Joint Forces Operations Ministry Secondments Patrol Officer – Airport Only All Other Bureaus/Units (except as otherwise expressly specified)	Organization Wide	Organization Wide	Application Paper Review Short-list Interview
Criminal Investigation Bureau (including Youth Crime) Traffic Co-ordinator – Airport Only * Field Training Officer ** Bicycle Patrol Officer Community Liaison Officer Neighbourhood Policing Officer Call Diversion Officer ***	Organization Wide	Assigned to, or on TT from, affected Division	Application Paper Review Short-list Interview
Selective Traffic Enforcement Officer Community Station Officer Community Response Officer Temporary Investigative Postings (TIPS) Projects Lateral Transfers within a division, to rotate assignments within a rank	Organization Wide	Assigned to, or on TT from, affected Division	Application Paper Review

* Posting to specify applicant ineligible for TT during assignment

** Successful applicant may be subject to re-assignment to an alternate platoon

*** Discretionary posting subject to operational requirements, where insufficient positions filled by members requiring accommodation

Assignments Not Subject to Posting			
Position/Bureau Affected	Posting Scope	Eligibility to Apply	Process
Patrol Officer – Divisions 11, 12, 21, 22 Station Duty Officer	No Posting	Not Applicable	Management’s Discretion

APPENDIX “B” – NON-COMMISSIONED OFFICER (NCO) POSTING CRITERIA

Permanent Vacancies Subject to Posting			
Position/Bureau Affected	Posting Scope	Eligibility to Apply	Process
All Investigative Bureau (including Divisional & Airport CIB) All Specialty Bureaus All Other Bureaus (except expressly specified)	Organization Wide	All qualified members within the same confirmed rank	Competitive: * Application Paper Review Short-list Interview
Divisional Uniform Patrol	Organization Wide	All qualified members within the same confirmed rank	Competitive: ** Application Paper Review Short-list Interview

Indefinite Acting Opportunities Subject to Posting				
Position/Bureau Affected	Posting Scope	Eligibility to Apply	Process	When Applicable
Divisional (including Airport and Divisional CIB)	Organization Wide	Members within the affected Division only may apply	Competitive: *** Application Paper Review	Indefinite > 3 months, pending notice of next Promotional Process
Investigative Bureaus (excluding CIB) Specialty Bureaus	Organization Wide	All members within the same confirmed rank may apply and Applications for Non-Posted Vacancies previously filed with Learning & Development to be considered	Competitive: Application Paper Review Short-List Interview	Indefinite > 3 months, pending notice of next Promotional Process

Vacancies Not Subject to Posting				
Position/Bureau Affected	Posting Scope	Eligibility to Apply	Process	When Applicable
Divisional Uniform Patrol	No Posting	Not Applicable	Direct transfer only where promotional list not yet exhausted	Indefinite > 3 months, pending notice of next Promotional Process
All	No Posting	Not Applicable	Management's Discretion	Temporary < 3 months, pending notice of next Promotional Process
Internal Affairs/Public Complaints	No Posting	Not Applicable		Upon Vacancy

Notes:

- * Except where no applications received or transfer requests on file, in which case will be filled by direct transfer of unassigned member from Promotional List.
- ** Except where member on the Promotional List remains unassigned, in which case will be filled by direct transfer of unassigned member from Promotional List.
- *** Where no suitable applicant identified, opportunity shall be re-posted and all members within same confirmed rank may apply.