



EXECUTIVE MEMBER COMPENSATION

PSB-HR-005

Effective Date: 04/18/2008

Revised: 09/27/2013

Revised: 02/19/2014

Amended: 02/22/2018

Policy Statement

It is the policy of the Regional Municipality of Peel Police Services Board that the policy requirements set out in this document shall form part of the Board Policies with respect to determining remuneration and working conditions of the Chief of Police and Deputy Chief(s) of Police.

1. Subject

Pursuant to Section 31(1) (d) of the *Police Services Act*, the Board is responsible to establish the remuneration and working conditions of the Chief of Police and Deputy Chief(s) of Police (Executive Members). This policy sets out the general working conditions and provisions of employment between the Regional Municipality of Peel Police Services Board and the Executive members of Peel Regional Police.

2. Policy Requirements

That Board directs that this section sets out the general working conditions and provisions of employment between the Regional Municipality of Peel Police Services Board and Executive Members of Peel Regional Police.

Legal Indemnification

1. Executive members are covered by the Board's Legal Indemnification (*PRP-LG-005*) policy. A copy of which will be provided to each Executive member.

Salary and Performance Increases

2. Each calendar year, the Board will undertake a survey of external comparators for the Executive positions, in conjunction with the historic internal comparators and ensure that pay bands remain competitive. At a minimum, pay bands for the Executive positions shall be adjusted by the amount approved by Regional Council each year for its non-salary wage bands.
3. Subject to satisfactory work performances as solely determined by the Board, and unless otherwise specified in individual term sheets, Executive members shall receive an annual increase as provided to uniform members of the Senior Officers Association, in accordance with the Senior Officers Association Collective Agreement.
4. A Board motion is required each calendar year to adjust the annual remuneration of any Executive member.

Vacation and Lieu Time

5. Executive members may accumulate twelve (12) weeks of vacation time at year's end, such time to be calculated based on either a forty (40) hour week (uniform members) or a thirty-five (35) hour (civilian members) work week.
6. Executive members may, no later than January 31 of each year, elect to take part or all of their vacation entitlement as accrued by December 31 of the previous year as a cash payment.
7. The Chief of Police may convert up to a maximum of three (3) weeks allocated vacation time into a 'cash' equivalent allowance calculated monthly, such an allowance to be pensionable and subject to all applicable taxes.
8. The Deputy Chief of Police may convert up to a maximum of two (2) weeks allocated vacation time into a 'cash' equivalent allowance calculated monthly, such an allowance to be pensionable and subject to all applicable taxes.
9. An Executive member may make application to either convert or revert to the allocated vacation schedule no later than September 30th of any calendar year, with the effective date of such a conversion to be January 1st of the following year. Notice must be provided in writing to the Executive Director of the Board for any such election.
10. An allowance payable to either the Chief or a Deputy Chief shall be adjusted by the same percentage increase applied to a member's annual remuneration.
11. Executive members shall receive one hundred and twenty (120) hours in lieu of overtime or the same provisions as set out for the rank of Staff Superintendent in the current Senior Officers Association agreement. Should the appointment of an individual to an executive position occur during the course of a year, and should it be applicable, this benefit shall be pro-rated accordingly.

Health and Other Associated Benefits

12. Except as specifically identified in individual agreements, an Executive member will receive all benefits afforded to members of the Senior Officers agreement (with uniform members receiving the benefits afforded uniform members, and civilian members receiving the benefits afforded the civilian members).
13. Newly promoted Executive members, if it entails a new or enhanced benefit would have his/her benefits pro-rated to the date of appointment, save and except the CHA.
14. The Board shall provide coverage for Long Term Disability (LTD) for Executive members at a seventy-five per cent (75%) cap, as provided for in the current Senior Officers Association agreement, but the maximum of \$7,500 shall not apply.
15. Each Executive member, in addition to health and welfare benefits provided in the Senior Officers Association agreement, will have access to Comprehensive Health Assessment (CHA) as administered by the MEDCAN clinic. For this purpose, each Executive member will have an annual health spending account with MEDCAN consistent with the corporate rate as periodically established by MEDCAN for the CHA.
16. It is a requirement of the employment agreement between the Board and each Executive member that the member attend annually for the CHA, with notification filed with the Executive Director once this completed. This benefit is not transferable and the CHA must be undertaken with MEDCAN.

Vehicle

17. Executive members shall be provided a vehicle and other equipment under the same provisions and conditions as set out for the rank of Staff Superintendent in the current Senior Officers Association agreement.

3. Employment Agreement between the Board and Executive Member

1. Subject to consultation with the Executive member, the Board reserves the right to review and amend the Executive member's individual terms of employment.
2. The Board will provide the Executive member with an Employment Agreement comprised of two parts.
3. **Part One** of the agreement shall include the general working conditions and provisions of employment as set out in Section 2 of this policy.
4. **Part Two** of the agreement sets out the specific terms of employment between the Board and the individual Executive member. This part of the agreement would include:
 - a. Effective date of the agreement
 - b. Term of the appointment
 - c. Prior to the end the term of the appointment, date indicating the notice to be given by the Board whether it wishes to renew the appointment
 - d. If term of the appointment is not renewed the Board to stipulate to the Executive member the action agreed upon
 - e. Date of notice to be given by the Executive member to the Board of intention to retire prior to the end of the appointment
 - f. Salary
 - g. Anniversary date
 - h. Salary increases (if applicable)
 - i. Date to establish annual goals and objectives
 - j. Date of performance appraisal
 - k. Accumulated vacation time option
 - l. Accumulated statutory time option
 - m. Payout of any statutory banks or accumulated benefits
5. A formal understanding of the individual employment agreement shall be in place prior to the Executive member's appointment.

4. Acting Chief and Deputy Chief Appointments

1. The Board can appoint a single individual to the Acting Chief and/or Deputy Chief position or it can elect to rotate individuals for the purpose of career development.
2. Acting Chief and/or Deputy Chief will have his/her remuneration set at the minimum of the salary scale effective the date of his/her appointment, unless the Board in its sole discretion specifies otherwise in the employment agreement.

3. Should the individual be in the Acting position for greater than one (1) year, the Board will undertake a performance review on or around his/her appointment date of the Acting position, and will make any adjustments to his/her annual remuneration and working conditions as it determines in its sole discretion.
4. The Board will provide legal indemnification as per the terms and conditions as set out in the Board's Legal Indemnification policy (*PRP-LG-005*).
5. All other terms and conditions of employment shall remain as set out in the current Senior Officers' Agreement.
6. Upon the conclusion of the Acting position tenure, he/she shall return to his/her current rank.

5. Retirement

At the sole discretion of the Board and upon request of the Executive Member in good standing upon retirement, shall have the option to purchase:

1. Service provided vehicle at fair market value;
2. Electronic equipment such as iPad, smart phone at fair market value.

Exemption from the option to purchase are laptops and stand alone computers provided by the service.

6. Authority/Legislative Reference

Police Services Act –Section 31 (1) (d)

Senior Officers' Association Agreement

Legal Indemnification – PRP-LG-005

Board Minutes References: # /13

#IC20/10 – Proposed Amendments to Executive Comp Policy

#IC97/08 – General Working Conditions – Executive Positions

#IC64/03 – Acting Deputy Chief Positions

#IC183/02 – Time Off in Lieu Provisions

Replaces: Non-Association Members - Benefits - Adopted 1974/01/04

Non-Association Members – Salary - Adopted 1980/10/24

Repealed: Regional Policy no: HR08-02A –IC#97/08

Board Minute: #IC202/13

Board Minute: #IC27-02-18

7. Linkage to Appropriate Police Service Procedure/Directive

N/A