



SOURCE	Municip.		
EFF.	91	01	01
TERM.	91	12	31
No. OF EMPLOYEES	19		
NOMBRE D'EMPLOYÉS	df		

1991

**SENIOR OFFICERS WORKING AGREEMENT**

between

**THE REGIONAL MUNICIPALITY OF YORK  
POLICE SERVICES BOARD**

and

**THE YORK REGIONAL POLICE  
SENIOR OFFICERS ASSOCIATION**

NOV 3 - 1992

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**BETWEEN:**

**THE REGIONAL MUNICIPALITY OF YORK  
POLICE SERVICES BOARD**

hereinafter called the "Board"

**OF THE FIRST PART**

- and -

**THE YORK REGIONAL POLICE SENIOR OFFICERS  
ASSOCIATION**

hereinafter called the "Association"

**OF THE SECOND PART**

WHEREAS the parties hereto agree to enter into these presents for the purpose of effectively defining, determining, and providing for remuneration and pensions, sick leave credits, grievance procedures and such working conditions of the members of the Police presently and hereinafter appointed, except such working conditions as are governed by regulations made under and pursuant to the Police Services Act, as shall be negotiated from time to time; and

WHEREAS the parties hereto each with the other have reached an agreement with respect to the above matters for the year 1991 and any extension thereof; and

NOW, **THEREFORE, THIS AGREEMENT** WITNESSETH THAT the parties hereto, in consideration of the premises and mutual covenants hereinafter contained, agree each with the other as follows:

**ARTICLE 1 - INTERPRETATION**

- 1.1** In this agreement "**member**" means an officer holding the rank of Inspector or above but excluding the ranks of Chief of Police, or Deputy Chief of Police.
- 1.2** "**Service**" shall commence and be computed from the date of being sworn into office and shall mean continuous service as a member of the York Regional Police or as a member of one of the police forces of the former municipalities of the County of York which were amalgamated into the York Regional Police by the Regional Municipality of York Act, R.S.O. 1980, Chapter 443. For the purpose of Articles **5**, **10** and **14**, service means continuous service.
- 1.3** "Exigencies of the service" means emergency or urgent needs of the service.

**ARTICLE 2 - RECOGNITION AND SCOPE**

- 2.1** The Board recognizes the Association as the exclusive bargaining agent of the members and shall bargain in good faith with a negotiating committee of the Association.
- 2.2** The Association agrees that nothing in this agreement shall be construed as imposing any personal liability upon any person who from time to time is a member of the Board.
- 2.3** The Board and the Association agree that this agreement is to be read with all changes of number and gender required by the context.

**ARTICLE 3 - BARGAINING**

- 3.1** The Board and the Association agree that should it be necessary to refer any or all matters in dispute to arbitration the matter or matters shall be dealt with in accordance with the provisions of the Police Services Act.

**ARTICLE 4 - GRIEVANCES AND COMPLAINTS**

- 4.1** It is the mutual desire of the parties hereto that grievances and complaints relative to this agreement or working conditions generally shall be adjusted as quickly as possible.

**ARTICLE 5 - SICK LEAVE GRATUITIES**

- 5.1** The parties hereto adopt the Sick Leave Plan as set out in Schedule "**A**" annexed hereto.

5.2 A member who is absent from employment for more than three (3) consecutive days shall have the cause thereof certified by a medical practitioner in writing. Such certificate shall be submitted to the Chief of Police no later than seven (7) days after the member first becomes absent. The Board or the Chief of Police shall have the right to have any member who is absent from employment for more than three (3) consecutive days examined by a medical practitioner of the member's choice other than the medical practitioner who has issued the medical certificate.

#### ARTICLE 6 - PENSIONS

6.1 The Board and the Association mutually agree that each member shall be entitled on retirement, resignation or dismissal or, in the event of the death of a member, the member's dependant shall be entitled, to the pension and benefits provided pursuant to the following plans under the Ontario Municipal Employees Retirement System Act, namely:

- (a) the OMERS Basic Pension Plan, commonly known as the Final Average Earnings Plan (F.A.E.);
- (b) the OMERS Supplementary Type One, two (2) percent benefit, Pension Plan, (effective the 1st of January, 1978), past service benefits only;
- (c) the OMERS Supplementary Type Three Pension Plan with respect to thirty (30) years of service only, (effective the 1st of January, 1977).

6.2 (A) With respect to the pension described in Clause (a) in Article 7.1, the contribution of the Board and of each member shall be in accordance with the rates as prescribed from time to time in the Ontario Municipal Employees Retirement System Act and the regulations made thereunder.

6.2 (B) With respect to the pension described in Clause (b) of Article 7.1, the Board shall contribute one hundred (100) percent of the cost of providing past service benefits.

6.2 (C) With respect to the pension described in Clause (c) of Article 7.1, effective January 1, 1983, the Board shall contribute one hundred (100) percent of the cost of providing future service and past service benefits.

#### ARTICLE 7 - SALARIES

7.1 The Board agrees that, in accordance with this Agreement, the annual salary of each member shall be as set forth

hereto in Schedule "B" and made part of this Agreement.

- 7.2 The Association acknowledges that the annual salaries of its members are paid by the Board through the Treasury Department of the Regional Municipality of York and therefore agrees that they shall be paid at the same time intervals as are the employees of the Regional Corporation.

#### ARTICLE 8 - HOURS OF WORK

- 8.1 The normal weekly period of work which a member is required to perform shall be of five (5) days duration and each daily tour of duty shall consist of eight (8) consecutive hours to constitute a work week of forty (40) hours.
- 8.2 The Board agrees that where a member has completed four (4) hours of duty and is subsequently prevented from completing his shift by illness or injury, he shall be deemed to have completed that shift.
- 8.3 The Board agrees that the days and hours of work of each member shall at all times be decided by the Chief of Police.

#### ARTICLE 9 - OVERTIME

- 9.1 Any overtime worked by a member shall be recorded at the rate of one and one half (1-1/2) times for each additional hour or part thereof of overtime worked.
- 9.2 Payment for overtime worked by a member shall be at the discretion of the Chief of Police.
- 9.3 Any overtime that is to be paid to a member in accordance with Section 9.2 but which has not been so paid by December 31st of each calendar year shall be paid to the member, at his hourly rate of pay, on or before January 20th of the next calendar year.

#### ARTICLE 10 - ANNUAL VACATION

- 10.1 Effective January 1, 1991, each member of the bargaining unit shall be entitled to vacation with full pay on the following basis:

A member shall become entitled to increased vacation after the first day of January in the year in which the anniversary of the requisite period of service falls, unless the member resigns prior to the anniversary date.

- (a) Less than one (1) year of service - one (1) working day (8 hours) for each full month of service in the

**year first** employed up to a maximum of ten (10) working days (80 hours).

- (b) One (1) year of service and less than four (4) years of service thirteen (13) working days (104 hours).
- (c) Four (4) years of service and less than seven (7) years of service fifteen (15) working days (120 hours).
- (d) Seven (7) years of service and less than ten (10) years of service eighteen (18) working days (144 hours).
- (e) Ten (10) years of service and less than fifteen (15) years of service twenty (20) working days (160 hours).
- (f) Fifteen (15) years of service and less than twenty (20) years of service twenty-five (25) working days (200 hours).
- (g) Twenty (20) years of service and less than twenty-five (25) years of service thirty (30) working days (240 hours).
- (h) Twenty-five (25) years of service and more thirty-five (35) working days (280 hours).

10.2 A member may make application to the Board through the Chief of Police for permission to take his full vacation period consecutively any time during the year.

10.3 Where in any year a member leaves the Force prior to receiving his annual vacation in that year he shall be given a proportionate number of days of his normal vacation ordinarily due him before the member's name is removed from the pay sheet or before his resignation becomes effective. A member who leaves the Force after receiving his annual vacation and prior to the completion of that year, shall have a proportionate number of days salary deducted from any salary due him.

10.4 Where in any year a member dies prior to receiving his annual vacation in that year, there shall be paid to his estate an amount equal to the salary that would have been paid to him on account of normal vacation.

10.5 Annual vacation shall be taken by members as approved by the Chief of Police.

10.6 In allocating dates for annual vacations seniority in rank shall prevail, subject to the approval of the Chief of Police and the exigencies of the service.

10.7

A member who is hospitalized or confined to his residence at the time of the commencement of his scheduled vacation as a result of an injury or illness compensable under the Workers' Compensation Act shall have his vacation rescheduled, provided the vacation as scheduled is taken before December 15 of the calendar year in which the injury occurred, or December 31 of that year if approved by the Chief, such approval not to be unreasonably withheld. If such rescheduled time is not taken by December 31, as aforesaid, the member shall receive in the first pay period of the following calendar year an amount equal to the salary he would normally receive in respect of the vacation time not taken.

#### ARTICLE 11 - COMPASSIONATE LEAVE

11.1 In the event of the death of a member's wife, husband or child, compassionate leave with pay not exceeding four (4) days (32 hours) shall be granted by the Chief of Police to the member.

In the event of the death of a member's father, mother, step-father, step-mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law and grandparents of either the member or the member's spouse compassionate leave with pay not exceeding three (3) days (24 hours) shall be granted by the Chief of Police to the member.

The compassionate leave granted may include a member's days off which have been posted in accordance with Section 9.6. Posted days off are not to be altered to form part of the compassionate leave unless the member so consents.

Any further compassionate leave may only be granted upon the authority of the Board and upon such terms as the Board deems advisable.

#### ARTICLE 12 - PAID HOLIDAYS

12.1 A member is entitled to the following paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Remembrance Day
Civic Holiday	(11th of November)
(1st Monday in August)	

In addition to the foregoing paid holidays a member who will complete at least six (6) months service during the



calendar year term of this agreement shall be entitled to one (1) other paid day off and any other paid holiday granted to the staff of the Regional Municipality of York by Regional Council.

- 12.2 A member shall be entitled to time off in lieu at straight time for each of the days detailed in Article 14.1.
- 12.3 A member may take his paid holiday entitlement in one (1) or two (2) blocks of **five** (5) days each provided he notifies the Chief of Police, in writing, by December 31st of the preceding year of **his** intent so to do.
- 12.4 In **all** cases, time off requested in accordance with Articles 14.2, 14.3 and 14.5 shall be subject to the exigencies of the service and the approval of the Chief of Police.

ARTICLE 13 - WORKERS' COMPENSATION

- 13.1 All members, regardless of rank or assigned duties, shall be covered by the Workers' Compensation Act.
- 13.2 Where a member is absent from duty by reason of an injury or illness sustained in the performance of his duty as a police officer, the Board shall award the member such salary as is necessary to ensure that the member's salary is not reduced by reason of compensation payment while the member is unable to perform his duties.

ARTICLE 14 - SERVICE PAY

- 14.1 Each member of the Bargaining Unit, qualified by the service requirements, shall receive in appreciation of long service the following service pay award annually which shall be due to him on his anniversary date of his entitlement but which shall be payable to him in accordance with the provisions of Article 15.2:

After five (5) years service	\$ 80.00
After ten (10) years service	\$200.00
After fifteen (15) years service	<b>\$300.00</b>
After twenty (20) years service	<b>\$400.00</b>
After twenty-five (25) years service	<b>\$500.00</b>
After thirty (30) years service	<b>\$600.00</b>

- 14.2 Each member shall receive his service pay in one (1) instalment on the first pay day in December in the year of his entitlement and in the succeeding years at the rate heretofore listed.
- 14.3 In the event that a member leaves the service prior to the normal payment of service pay, he shall be paid on

a pro rata basis for the portion of the year served.

- 14.4 In the event of a member's death, the Board agrees to pay to the estate of the deceased an amount equal to the service pay entitlement for that year.

#### **ARTICLE 15 - SPECIAL ALLOWANCES**

- 15.1 Members shall be reimbursed for any amount reasonably spent on meals and parking while on duty outside the Regional Municipality of York, provided that a reimbursement of **\$10.50** shall be the maximum for such meal.
- 15.2 Where a member is required to attend a course of instruction at the Ontario Police College or the Canadian Police College he shall be entitled to a weekly allowance of **\$35.00** while in attendance at such course and the Board agrees to pay the cost of such equipment and text books as are authorized by the Chief of Police and the member is required to purchase.
- 15.3 Every member shall receive a clothing allowance of up to \$1,000.00. Members shall submit invoices in the name of the York Regional Police for clothing required for the performance of the member's duty. The Board agrees to pay such invoices directly to the appropriate company.
- 15.4 Each member shall be paid the sum of \$220.00 for the calendar year for the cleaning of clothes used in the performance of his duties. Payment of such sum shall be made in equal instalments on the 15th day of June and the 15th day of December in each year.
- 15.5 Where any member damages or loses his clothing, eye glasses, dentures or other like gear in the discharge of his duties, the cost of repair or replacement of such shall be paid by the Board.
- 15.6 The Board hereby agrees to reimburse any member who successfully completes any course of study one hundred (100) percent of his tuition fees for that course provided that the contents of the course have received the prior approval of the Board.

#### **ARTICLE 16 - INSURED BENEFITS**

- 16.1 The Board agrees to enrol the members in the Ontario Health Insurance Plan, in accordance with the regulations of the said Plan, and to pay one hundred (100) percent of the cost thereof.
- 16.2 The Board further agrees to enrol the members in extended group insurance plans as provided by the Mutual Life

Assurance Company of Canada and commonly known as Group Life and Accidental Death and Dismemberment Insurance, Long Term Disability Insurance and the Full Mutual Care Benefit at one hundred (100) percent with no deductible plan. The cost of the said plans shall be paid one hundred (100) percent by the Board.

16.3

Subject to subsection 3, the Board agrees that dental insurance coverage as provided by the Mutual Life Assurance Company of Canada shall be available to the members as follows:

- (a) the "Preventative Plan", providing one hundred (100) percent reimbursement to the member for the cost of dental services covered by the plan. The premium cost of this plan shall be paid one hundred (100) percent by the Board;
- (b) effective June 1st 1983, the "Orthodontic - \$1,500.00 maximum Plan" providing fifty (50) percent reimbursement to the member for the cost of dental services covered by the plan. The premium cost of this plan shall be paid one hundred (100) percent by the Board; effective January 1, 1990, Orthodontic coverage shall be increased to \$2,000.00 maximum.
- (c) effective June 1st, 1983, the "Restorative Plan" providing eighty (80) percent reimbursement to the member for the cost of dental services covered by the plan. The premium cost of this plan shall be paid one hundred (100) percent by the Board.

16.4

The dental coverage described in subsection 2, is subject to the detailed provisions contained in the dental plans involved and is made available by the Board and is accepted by the Association on the basis that coverage is optional on the part of each member but every member electing coverage will be covered by each of the "preventative", the "Orthodontic" and the "Restorative" Plans.

#### ARTICLE 17 - WIDOW'S PECUNIARY AID

17.1

When a member dies as a direct result of injuries received or of illness contracted in the performance of his duties, the Board shall award pecuniary aid to the member's spouse in an amount which will make up the difference between payments being made by the Workers' Compensation Board, the Canada Pension Plan and the Ontario Municipal Employees Retirement System Pension Plan to the spouse on behalf of herself and children and the salary being paid to the member at the date of his death. The Board agrees that the award shall be adjusted, as required, to reflect the salary rate that

would have been paid to the member had he remained a member of the Force at the rank or constable classification he held at the date of his death. The Board also agrees that such an award shall continue for the life of the spouse or until she remarries or enters into a common-law marriage.

#### ARTICLE 18 - THE ASSOCIATION

**18.1** The Board agrees that any person who becomes a member of the Force, shall be required, as a condition of employment, to authorize the Treasurer, in writing, to deduct Association dues from the member's salary. In the event the Board incurs any liability as a result of the foregoing, the Association shall indemnify the Board for any such liability so incurred.

#### ARTICLE 19 - PROMOTIONAL PROCEDURE

**19.1** When a vacancy occurs in any rank above that of Inspector up to and including the rank of Staff Superintendent and, where in the opinion of the Chief of Police a qualified member exists within the Force to fill that vacancy, the Chief of Police, after giving consideration to every member qualified to fill that position, shall submit a report to the Board which will contain the name of the person he recommends to fill that position. Where in the opinion of the Chief of Police, after having considered all possible candidates, a qualified member does not exist within the Force to fill a vacancy in any rank above that of an Inspector up to and including the rank of Staff Superintendent the Chief of Police shall submit a report to the Board to that effect.


#### ARTICLE 20 - RETIREMENT BENEFITS

**20.1** Subject to Sections 2 and 3 of this Article, the Board agrees to provide retired members who are not employed in excess of 25 hours per week or 1300 hours per calendar year and who reside in the Province of Ontario with coverage under the Ontario Hospital Insurance Plan, an extended health care plan and a dental plan to the same extent and in the same manner that such coverage is provided to the active members of the Force.

**20.2** The said coverages shall be provided by the Board:

- (a) to members retiring after January 1, 1989, at age sixty with at least twenty (20) years service, and
- (b) to members who retire with at least thirty (30) years service, regardless of age,

and shall continue from the date of the member's



retirement until the date when his Ontario Hospital Insurance Plan premiums are paid on **his** behalf by the Government of the Province of Ontario. In the event the member dies, the Board agrees that such benefits shall continue for the member's spouse unless the spouse remarries or until the date when the spouse's benefits are paid by the Government of the Province of Ontario.

20.3 Those members who retired between January 1, 1982 and October 10, 1985, the date of ratification of the 1985/86 Uniform Working Agreement, shall have the provision of retirement benefits for and on their behalf governed by the "service requirements" of Article 28.1 and the "provision period" of Article 28.2 in the 1984 Uniform Working Agreement, otherwise retiring members shall be governed by the provisions of this article of this agreement.

20.4 Members retiring from the Force after thirty (30) years service or at the age sixty (60) with at least twenty (20) years service will be allowed up to three months retirement leave. Such leave shall be taken in the three months immediately preceding their date of retirement. Where the member has remaining to him vacation entitlement or statutory holiday entitlement in respect of the calendar year in which he retires, such vacation and/or statutory holiday entitlement shall be scheduled for and taken in the three (3) month retirement leave period. Where a member has already used all or part of his vacation and/or statutory holiday leave entitlement in respect of the calendar year in which he retires, the three (3) month retirement leave period shall be reduced by the number of days of entitlement already taken in the calendar year in question.

#### CONCLUSION

The terms and conditions of this Agreement, unless otherwise specified herein, shall be effective January 1st, 1991 and shall remain in full force and effect until December 31st, 1991 and thereafter until replaced by a new agreement, decision or award.

If either party to this Agreement shall desire to amend or otherwise alter or revise any section, they shall so indicate to the other party, in writing, not more than sixty (60) days and not less than thirty (30) days prior to the expiry date of this Agreement, their intention to amend, alter or revise the Agreement.

This Agreement shall ensure to and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto under the hands and seals of their proper officers respectively, this .

) REGIONAL MUNICIPALITY OF YORK  
) POLICE SERVICES BOARD  
)  
)

) \_\_\_\_\_  
) Chairman

)  
)

) \_\_\_\_\_  
) Secretary

) REGIONAL MUNICIPALITY OF YORK  
) SENIOR OFFICERS ASSOCIATION  
)  
)

) \_\_\_\_\_  
) President

)  
)

) \_\_\_\_\_  
) Secretary

## SCHEDULE "A"

### SICK LEAVE CREDITS

1. Each member of the bargaining unit shall receive a gross credit of one and one-half (1-1/2) days sick leave for each unbroken month of service with the Police (except when on leave receiving compensation), such credit to be cumulative during the service of the member. For the purpose of this Section, service shall not be broken by a member's absence from duty caused by authorized compassionate leave or illness not in excess of three (3) days in any one (1) month or days off or vacation or leave of absence while on military service.
2. Each member of the bargaining unit shall receive sick leave credit from the beginning of the first complete calendar month after commencement of duties.
3. Each member shall be eligible to receive sick leave pay, at full salary for any time lost by reason of illness or injury, however contracted, to the full extent of sick pay credits accumulated by the member, at the time of each absence, except where an award is made under the Workers' Compensation Act. In the event the Board authorizes compassionate leave in excess of three (3) days it may, in its sole discretion, provide that any payment for such time may be deducted from the member's sick leave credits.
4. The number of days or parts thereof for which a member received sick leave pay shall be deducted from his cumulative sick leave credits.
5. Each member shall be advised on the 15th day of January in each year, by the posting of a notice certified by the Chief of Police, of the number of days standing to his credit as of the 31st of December of the year then ended.
6. Upon completion of five (5) years service, a member who leaves the service or who is eligible for pension shall be paid a full day's pay at the prevailing rate of salary, for one half (1/2) the number of days standing to his credit in sick leave on the date of his retirement or resignation up to a maximum of **six** (6) months salary.
7. In the event of death, a member's estate shall be entitled to receive one half (1/2) the number of days accumulated in the sick leave credits at the prevailing rate of salary up to a maximum of six (6) months salary.
8. In the event the Regional Municipality of York adopts a

superior sick leave plan for its employees, the Association reserves the right to negotiate the implementation of the said plan with the Board.



## SCHEDULE "B"

### SALARIES AND RANKS

The annual salary of each member shall be based on the annual salary paid to a First Class Constable established from time to time and as produced by the percentage factors listed herein.

Inspector	1st year - 145%
	2nd year - 148%
Staff Inspector	1st year - 155%
	2nd year - 158%
Superintendent	1st year - 165%
	2nd year - 169%

The position of "Data Processing Manager" shall be paid at the same rate as the Inspector Rank.

The progression within the range of salary rates shall be based on the anniversary of the members appointment to the rank or acting rank, subject to satisfactory job performance and the approval of the Chief of Police.