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EFF.	92/01/01
TERM.	92/12/31
No. OF EMPLOYEES	18
NOMBRE D'EMPLOYÉS	18



1992

SENIOR OFFICERS WORKING AGREEMENT

between

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

and

**THE YORK REGIONAL POLICE
SENIOR OFFICERS ASSOCIATION**

DEC - 5 1994

08766(03)

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BETWEEN:

THE REGIONAL MUNICIPALITY OF YORK POLICE SERVICES BOARD

hereinafter called the "Board"

OF THE FIRST PART

- and -

THE REGIONAL MUNICIPALITY OF YORK SENIOR OFFICERS ASSOCIATION
on behalf of the Members of the York Regional Police

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 it is desirable for the purpose of maintaining the efficient operation of the Police that harmonious relations be established between the parties and it is so to this end that the provisions hereto be made whereby grievances and disputes and other matters relative to the welfare of the parties and those they represent may be discussed and settled amicably; and

WHEREAS the parties hereto each with the other have reached an agreement with respect to the above matters for the year 1992 and any extension thereof; and

WHEREAS should it be necessary or expedient, all matters in dispute or all differences between the parties hereto, arising from the interpretation, application or administration of this agreement, working conditions generally including any question as to whether a matter is subject to arbitration or any decision or award, shall provide for final and binding settlement by the procedures of arbitration, pursuant to the Police Services Act, R.S.O. 1990, Chapter 10 as amended;

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 a member presently and hereinafter appointed to the York Regional Police holding office under oath according to statute.
- 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 Force by the Regional Municipality of York Act, R.S.O. 1980, Chapter 443. For the purpose of Articles 6, 12 and 16, service means continuous service.
- 1.3 Effective January 1, 1993
"Exigencies of the service" means emergency 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 the terms of this agreement shall apply to all members of the York Regional Police.
- 2.4 The Board and the Association agree that this agreement is to be read with all changes of number and gender required by the context.
- 2.5 The Association acknowledges that it is the exclusive function of the Board to maintain order, discipline and efficiency, to hire, discharge, promote, demote or dismiss members of the Police and to carry out all of the requirements of the Police Services Act, provided that the claim to discipline, promotion, demotion or transfer of a claim that the member has been discharged or disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided.

ARTICLE 3 - RELATIONSHIP

- 3.1 The Board agrees that there will be no discrimination, interference, restraint or coercion exercised or practised by the Board or its representatives against any member of the Association by reason of his membership in the Association and that membership in the Association by those eligible to participate will not be discouraged.
- 3.2 The Board agrees that it will not exert any improper influence on the members directly or indirectly in connection with or relative to any matter which is being negotiated by the Association or the Negotiating Committee.
- 3.3 The Association agrees that there will be no discrimination, interference, restraint or coercion exercised or practised by the Association or its membership against any member of the Force who is not a member of the Association.

ARTICLE 4 - BARGAINING

- 4.1 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.
- 4.2 The Board and the Association agree that in the event of arbitration each party will assist the other to ensure that witnesses will be present and every reasonable effort will be made to facilitate and ensure their attendance.

ARTICLE 5 - GRIEVANCES AND COMPLAINTS

- 5.1 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.
- 5.2 The Grievance and Complaint Procedure shall be in accordance with the provisions of the Police Services Act and the parties hereto agree that when a difference arises between the parties hereto, or those they represent in connection with or relative to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or any decision or award made subsequent thereto, the procedures as outlined in Schedule "A" to this Agreement shall apply.

ARTICLE 6 - SICK LEAVE GRATUITIES

- 6.1 The parties hereto adopt the Sick Leave Plan as set out in Schedule "B" annexed hereto,
- 6.2 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 7 - PENSIONS

- 7.1 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);
- 7.2 (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.
- (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.

- (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 8 - SALARIES

- 8.1 The Board agrees that, in accordance with this Agreement, the annual salary of each member shall be as set forth hereto in Schedule "C" and made part of this Agreement.
- 8.2 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 9 - HOURS OF WORK

- 9.1 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.
- 9.2 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.
- 9.3 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 10 - OVERTIME

- 10.1 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.
- 10.2 Payment for overtime worked by a member shall be at the discretion of the Chief of Police.
- 10.3 Any overtime that is to be paid to a member in accordance with Section 10.2 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 11 - COURT TIME

- 11.1 When a member, through no fault of his own, is required to attend court on any occasion during his annual vacation the member shall be granted three (3) days extra leave in compensation for the first day or part thereof and thereafter a day for each day or part day in court. Such extra leave shall be consecutive days. The member shall also be paid any reasonable expenses incurred by him caused by his return from vacation.

ARTICLE 12 - ANNUAL VACATION

- 12.1 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).

- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 Annual vacation shall be taken by members as approved by the Chief of Police.
- 12.6 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.

Effective January 1, 1993, Selection of annual vacation must be submitted no later than October 15th of the preceding year. Modification shall be allowed subject to the approval of the Unit Commander.

- 12.7 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 13 - COMPASSIONATE OR SPECIAL LEAVE

13.1 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. 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.

13.2 Special leave of three (3) days shall be granted once only to every member for the purpose of getting married and such leave is to be taken at the time of the member's marriage and such time may include a member's days off. Days off are not to be altered to form part of the marriage leave provided by this section unless the member so consents.

13.3 (A) Pregnancy and/or Parental Leave shall be in accordance with the Employment Standards Act of Ontario except that a female member who is in receipt of Unemployment Pregnancy and/or Parental benefits shall be paid a supplementary unemployment benefit in an amount which combined with the gross unemployment insurance benefit brings her compensation to 75% of her regular weekly earnings.

Such payment shall commence following completion of the two (2) weeks unemployment insurance waiting period and shall continue while the member is absent on Pregnancy and/or Parental Leave and is in receipt of unemployment insurance benefit, for a maximum period of 25 weeks. "Regular weekly earnings" shall be one-half (1/2) of the member's regular gross bi-weekly earnings, on the date the leave commenced.

- (B) 1. Pregnancy and/or parental leave shall be in accordance with the Employment Standards Act of Ontario and shall be available to all members who have been employed, on a full time basis, for at least thirteen (13) weeks.

Pregnancy leave shall mean a leave of absence, to a maximum of seventeen (17) weeks, granted to a natural mother scheduled to give birth.

Parental leave shall mean a leave of absence, to a maximum of eighteen (18) weeks, granted to the parent of a child following:

- (a) the birth of the child or;
- (b) the coming of the child into the custody, care and control of a parent for the first time.

The parental leave of a member who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of the member for the first time. In all other cases the parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of the member for the first time.

2. Every female member who becomes pregnant must notify the Chief of Police, in writing, of her pregnancy no less than five (5) months prior to the expected date of the termination of her pregnancy, which date shall be verified in writing by a qualified medical practitioner and shall, on request, be granted leave without pay to the maximum seventeen (17) weeks allowable.

Every member eligible for a paternal leave of absence must notify the Chief of Police in writing, no less than three (3) months prior to the anticipated commencement of such leave, and shall, on request, be granted leave without pay to the maximum eighteen (18) weeks allowable.

Every member shall notify the Chief of Police as to the exact number of weeks leave to be taken and shall provide a minimum of four (4) weeks notice if there is to be a requested change in the leave period.

3. The Board shall, in accordance with the Employment Standards Act of Ontario, continue to pay the premiums normally paid by the Board to maintain those fringe benefits to which the member is entitled for the period of the pregnancy and/or parental leave.

A member shall continue to accrue seniority during pregnancy and/or parental leave.

A member who has taken pregnancy and/or parental leave shall be reinstated to the position most recently held, if it still exists, or to a comparable position if it does not. The member shall receive the wages and benefits of the position previously held and shall be reinstated to that position when a vacancy occurs, unless they elect to apply for another position.

4. A member shall not receive Sick Leave Credits in accordance with the Sick Leave Plan of the current Agreement and amendments thereto, during the period of pregnancy and/or parental leave.

Where a member is granted pregnancy and/or parental leave such member's vacation entitlement shall be reduced on the basis of 1/52 for each weeks absence, calculated to the nearest half-day (1/2), and any statutory holidays falling during the period of leave shall be deducted from the member's entitlement.

Where a member is entitled to a reclassification during a period of pregnancy and/or parental leave, such reclassification shall be postponed until such date as the member returns to work. For the purposes of salary and benefits, the reclassification shall take effect on the date the member returns to work. For the purposes of service and seniority, the reclassification date shall be recorded as the date it would normally have taken effect had the member worked throughout the leave period.

13.4

A member may submit a request, in writing, to the Chief of Police for a leave of absence without pay, for *reasons* other than those stated in Article 13.

The granting of such requests shall be subject to the exigencies of the service and the approval of the Board and shall be at no cost to the Board and shall not be unreasonably withheld.

ARTICLE 14 - PAID HOLIDAYS

14.1 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.

Effective January 1, 1993,
Any member who works an eight (8) hour dayshift, Monday through Friday, in excess of nine (9) months in any calendar year, shall be entitled to eight (8) hours per year paid time off for the purposes of family or personal business.

14.2 A member shall be entitled to time off in lieu at straight time for each of the days detailed in Article 14.1.

A member assigned to rotating shifts, shall be entitled to time off in lieu at time and one quarter (1-1/4) for each of the days detailed in Article 14.1.

14.3 A member may take the paid holiday entitlement in blocks of days.

14.4 A member shall have SELECTED all of his entitlement under the provisions of Article 14 by October 1st of each year.

When the exigencies of the service prevent any APPROVED entitlements being taken off by December 31st, in any one (1) calendar year, 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 these entitlements.

ARTICLE 15 - WORKERS' COMPENSATION

- 15.1 All members, regardless of rank or assigned duties, shall be covered by the Workers' compensation Act.
- 15.2 Where a member is absent from duty by reason of an injury or illness sustained in the performance of his duty, 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.
- 15.3 (A) A member shall be eligible for the payment under 15.2 until such time as the member has attained the tenure or age which would entitle the member to a 30-year (Type 3) OMERS pension.
- (B) Where a member is absent from duty by reason of an injury or illness sustained in the performance of his duties, 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 16 - SERVICE PAY

- 16.1 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 16.2:
- | | |
|--------------------------------------|----------|
| After five (5) years service | \$ 80.00 |
| After ten (10) years service | \$200.00 |
| After fifteen (15) years service | \$300.00 |
| After twenty (20) years service | \$400.00 |
| After twenty-five (25) years service | \$500.00 |
| After thirty (30) years service | \$600.00 |
- 16.2 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.
- 16.3 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.
- 16.4 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 17 - SPECIAL ALLOWANCES

- 17.1 Where a member is required to remain on duty for four (4) hours in excess of his normal tour of duty, he shall be entitled to receive a meal allowance of \$10.00 and for each additional four (4) hours of continuous duty a further meal allowance of \$10.00.
- 17.2 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.
- 17.3 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.
- 17.4 Every member shall receive a clothing reimbursement in the sum of \$1000.00 or a proportionate part of such sum for any part of each calendar year so spent on such duty. Payment of such sum shall be made in instalments on the 15th day of June and the 15th day of December in each year, to a maximum of \$500.00 for each six month period.
- 17.5 A member entitled to claim clothing expenses reimbursement shall complete the appropriate Clothing Expense Reimbursement Declaration Form in accordance with form instructions. It shall be the responsibility of each member to retain the necessary receipts for Income Tax purposes.
- 17.6 Each member shall be paid the sum of \$220.00 for the calendar year for the cleaning of clothes used in the performance of this 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.
- 17.7 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.

- 17.8 Effective January 1, 1993,
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, The Board agrres to promote the undertaking of courses by the members including those courses relating directly to police work and courses that upgrade the members educational and practical qualifications.

ARTICLE 18 - INSURED BENEFITS

- 18.1 The Board 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.

Effective as soon as administratively possible: The Long Term Disability Plan shall provide a monthly benefit after the waiting period, which shall not exceed six months, in the amount of sixty (60) percent of monthly salary to a maximum benefit of four thousand, five hundred dollars (\$4,500.00) per month-

Long Term Disability Benefits shall be increased up to three percent (3%) per year based on the Consumer Price Index in the preceding twelve months.

Members on Long Term Disability shall cease to accumulate vacation pay credits or statutory holiday payments, as long as such member remains on long term disability.

- 18.2 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.

18.3 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.

18.4 Insured benefits under Article 18 of the Agreement may be provided by any carrier of self-insured provided that:

- (i) the benefits conferred under the predecessor plan are not thereby reduced and:
- (ii) the Association is consulted prior to any such change being implemented.

ARTICLE 19 - SERVICE

19.1 The Board agrees that a member shall be entitled on his resignation to a certificate of service.

ARTICLE 20 - PERSONAL VEHICLE

20.1 No member shall be required to use his automobile in the performance of his duty.

ARTICLE 21 - ACTING RANKS

- 21.1 (A) When a member is assigned by the Chief of Police or his designate to assume the next higher rank above his rank, the member shall be paid at the salary of such higher rank for the total time he performs such duties of the higher rank. The member shall be paid for the time so assigned during each pay period on his pay cheque for the next pay period.
- (B) No member shall be assigned to assume an acting rank continuously for more than one year without being confirmed in such rank.

ARTICLE 22 - WIDOW'S PECUNIARY AID

- 22.1 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 23 - THE ASSOCIATION

- 23.1 The Board agrees that any person who becomes a member of the Senior Officers Association, shall be required, as a condition of employment by the Force, 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 24 - PROMOTIONAL PROCEDURES

- 24.1 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 25 - RETIREMENT BENEFITS

- 25.1 Subject to subsections 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 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.
- 25.2 The said coverages shall be provided by the Board:
- (a) to members retiring 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 earlier of the date the member attains age 65 or such benefits are provided 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 earlier of the date the member's spouse attains age 65 or such benefits are provided by the Government of the Province of Ontario.

- 25.3 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.
- 25.4 Members retiring from the Farce after thirty (30) years service or at age sixty (60) with at least twenty (20) years service shall be granted three (3) months retirement leave. Such leave shall be taken in the three (3) months immediately preceding their date of retirement. Where the member has remaining to him vacation entitlement in respect of the calendar year in which he retires, such vacation entitlement shall be scheduled for and taken in the three (3) month retirement leave period.

ARTICLE 26 - RESIGNATIONS

- 26.1 The Board shall allow a member forty-eight (48) hours from the time of the submission of his resignation in which to withdraw such resignation.

ARTICLE 27 - LEGAL INDEMNIFICATIONS

- 27.1 (A) 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 in the performance or attempted performance of his employment or duties shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges.

Effective January 1, 1992,
For the purposes of legal costs, it shall include those costs of an Association approved para-legal service.

- (B) Members shall not be indemnified for legal costs arising from the actions or omissions of members acting in their capacity as private citizens.

For the purpose of Clause 27.1 (A) a Member:

shall be deemed to have been "Finally Acquitted", where charges are withdrawn or where he is discharged following a preliminary inquiry; and shall be deemed not to have been "Finally Acquitted" where the member is given an absolute or conditional discharge or where, if as a result of charges laid he is subsequently found guilty of, or pleads guilty to, other charges arising out of the same incident or incidents.

27.2 When a member is a defendant in a civil action for damages because of acts done in the course of his employment or duties, he shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such an action in the following circumstances only:

- (a) Where the Board is not joined in the action as a party pursuant to s. 50 of the Police Services Act, and the Board does not defend the action on behalf of itself and the member as joint tortfeasors at the Board's sole expense.
- (b) Where the Board is joined as a party or elects to defend the action, but the Solicitor retained on behalf of the Board and the member is of the view that it would be improper for him to act for both the Board and the member in that action.

27.3 (a) Where during an inquest under the Coroner's Act a member's conduct is called into question because of acts done in the performance of his 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 Force, at the Board's expense; or
- (ii) in the opinion of counsel retained by the Chief of Police or the Board to represent the Force, it would be improper for him to represent the member and the Chief and/or the Board before that inquiry.

- (b) Where a review is commenced under Section 91 of the Police Services Act and it appears to the Chief of Police that officers of the York Regional Police require legal counsel in responding to the review by the Police Complaints Commissioner, the Chief of Police may arrange for legal counsel to such officers in connection with the review on such terms as the Chief considers appropriate.
- (c) Where a member is the subject of a hearing before a Board of Inquiry established under Part VI of the Police Services Act, 1990 as a result of a decision by the Police Complaints Commission pursuant to s. 91 of the Act, and the decision of the Board of Inquiry is that misconduct was not proved, the member shall be indemnified for any necessary and reasonable legal costs arising directly from the defence of the complaint being heard. This provision does not apply to a hearing pursuant to sections 90 or 92 of the Act, or to a decision which subsequently is altered or reversed by the Ontario Court.

- 27.4 To qualify for financial assistance under 27.1, 27.2 or 27.3, the member shall obtain the Board's approval of counsel to be retained by the member by application to the Board through the Chief. The Board's approval of counsel shall not be withheld unreasonably.
- 27.5 The Board will not consider any application for financial assistance which relates to the legal representation of a member in connection with a grievance or complaint made under the provisions of the Police Services Act, 1990 of this Collective Agreement or for the legal defence of a member resulting from a discipline charge made under the Police Services Act, 1990, Regulations made under that Act and all amendments thereto.

- 27.6 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 York 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 of such terms as the Chief considers appropriate, As soon as practicable, the Chief shall bring his action and his 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 of the laying of information(s), as Article 27 of the Uniform Collective Agreement is intended to govern such matters.
- 27.7 All sections under Article 27 (Legal Indemnification) are subject to review and re-negotiation by either the Board or the Association when the Regulations of the Police Services Act are proclaimed in force. If changes cannot be negotiated then either party reserves the right to submit the terms of this Article to arbitration.

ARTICLE 28 - LAY-OFF PROTECTION

- 28.1 Where the Board has made a decision to reduce the complement of the Force and such reduction in personnel cannot be accommodated through attrition and where such action is not in contravention of the Police Services Act, lay-offs and recall of members shall be in order of seniority with the York Regional Police.
- 28.2 Effective January 1, 1992,
In the event of a reduction in the Force, the members affected shall be given forty-five (45) calendar days notice by either personal notification or by notice being sent to the last address known to the Board.
- 28.3 Effective January 1, 1992,
In the event of any lay-off, the Board shall provide the Association with written documentation advising of the reason for such lay-off.

CONCLUSION

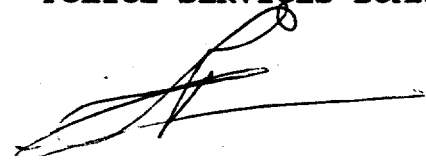
The terms and conditions of this Agreement, unless otherwise specified herein, shall be effective January 1st, 1992 and shall remain in full force and effect until December 31st, 1992 and thereafter ~~until replaced by a new agreement, decision or award.~~

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 14th day of APRIL, 1993.

) REGIONAL MUNICIPALITY OF YORK
) POLICE SERVICES BOARD

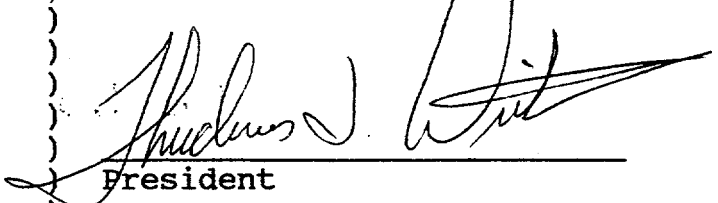


Chairman



Secretary

) REGIONAL MUNICIPALITY OF YORK
) SENIOR OFFICERS ASSOCIATION



President



Secretary

SCHEDULE "A"

COMPLAINT AND GRIEVANCE PROCEDURE

1. When a member of the bargaining unit has any grievance or complaint, he shall forthwith convey to his immediate superior, orally with or without a member of the Association Executive or in writing, all facts relative to the grievance and/or complaint. **The** member and the superior shall make every attempt to resolve the problem at this preliminary stage.

2. If the member of the bargaining unit and the superior fail to resolve the grievance and/or complaint to the satisfaction of the member, or if the superior fails to discuss, acknowledge, or otherwise deal with the grievance and/or complaint, the member may invoke **the** following procedure in an attempt to remedy the cause of **his** grievance and/or complaint. Notwithstanding the above option, the member shall have no right of procedure unless he has first attempted to resolve the difference by this preliminary procedure.
 - (a) **The** member shall communicate his grievance and/or complaint in writing to the official representative of the Association, setting down all matters pertinent to the dispute.
 - (b) The Association shall investigate the grievance and/or complaint and if, in the judgement of the Association, the grievance and/or complaint is justified, present such grievance and/or complaint to the Chief of Police or his designate for consideration.
 - (c) **The** Chief of Police shall hear or receive the grievance and/or complaint and within five (5) working days communicate to the Association in writing his decision relative to the grievance and/or complaint.
 - (d) If the Association is dissatisfied with the ruling of the Chief of Police or his designate, or if the Chief of Police fails or refuses to deal with the grievance and/or complaint within the specified time and the Association wishes the Board to deal with such grievance and/or complaint, it shall file with the Board the grievance and/or complaint within fifteen (15) days of the date the grievance and/or complaint was submitted to the Chief of Police or his designate.

- (e) The Board shall investigate the grievance and/or complaint and/or cause an inquiry to be held between the persons involved in the dispute, and shall within fifteen (15) days of receipt of the grievance and/or complaint communicate, orally or in writing, its decision in the matter.
- (f) The Association may, if dissatisfied with the decision of the Board or if the Board fails to communicate, acknowledge or inquire into the grievance and/or complaint within the specified time, submit the matter of grievance and/or complaint to arbitration as provided by the Police Services Act, R.S.O. 1990, Chapter 10, as amended.
- (g) Any time limits specified in this procedure may be enlarged or extended, by the consent of the parties then so engaged in the procedure,
- (h) Nothing heretofore agreed shall be construed as prohibiting the President of the Association from communicating with the Board in writing, without prior notice to any other party, on any matter connected with or concerning this Agreement, its application or interpretation, or any other matter concerning the welfare and good government of the Force and its members.

3. Where the complaint or grievance involves the application or interpretation of this Agreement, the grievance procedure may, at the option of the member involved, commence at clause (a) of Section 2 set out in this Schedule, and the provisions of clauses (b), (c), (d), (e), (f) and (g) shall apply.

SCHEDULE "B"

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

SCHEDULE "C"

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%
Staff Superintendent	1st Year - 175%
	2nd Year - 179%

January 1, 1992

	<u>1st Year</u>	<u>2nd Year</u>
Inspector	\$74,313	\$75,850
Staff Inspector	\$79,438	\$80,975
Superintendent	\$84,563	\$86,613
Staff Superintendent	\$89,688	\$91,738

The position of "Data Processing Manager" and "Financial Officer" 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 member's appointment to the rank or acting rank, subject to satisfactory job performance and the approval of the Chief of Police.