



SOURCE	Comm of Pol		
EFF.	88	01	01
TERM.	88	12	31
No. OF EMPLOYEES	5225		
NOMBRE D'EMPLOYÉS	li		

1988

AGREEMENT

BETWEEN

THE METROPOLITAN BOARD OF COMMISSIONERS OF POLICE

AND

THE METROPOLITAN TORONTO POLICE ASSOCIATION

UNIFORM

DEC 15 1988

coded JH

697804

1988 UNIFORM AGREEMENT

INDEX

CLAUSE NUMBER		PAGE
5:08	Acting Pay	6
	Air Conditioning	71
	Annual Evaluations	69
7:01	Annual Leave	8
	Appearance Regulation	71
	Association/Board Committee	54
17:04	Association Leave of Absence	34
10:01	Association Membership	15
	Auxiliary Police	72
17:02	Bereavement Leave	32
	Bill of Rights	74
6:03	Boots/Shoes	8
5:04(a)(1)	Callback - Off Duty	4
5:04(a)(2)	Callback - Days Off	4
12:11	Central Sick Leave Bank	21
10:04	Check-Off	16
	Chiropractor (Licensed)	58
6:04	Cleaning Vouchers	8
6:01	Clothing Expense Reimbursement	7
21:01	College Transportation Allowance	38
	Communicable Diseases - Committee	74

	Commonwealth police Service - Benefit Fund	68
	Commonwealth police Service - O.M.E.R.S.	60
11:04	Comprehensive Medical Insurance	17
	Compressed Work Week Accord - Committee	63 & 64
	Compressed Work Week Study Committee	53
	Constable Reclassification	51
5:04(e)	Court Appearance - cancelled	5
5:04(b)	Court Appearance - Definition	4
5:04	Court A_____	4
5:04(d)	Court Attendance - Annual Vacation	4
5:12	Daylight Savings Time	7
2:01	Definitions	1
11:06	Dental Insurance	17 & 57
9:01	Designated Holidays	14
15:07	Discipline	30
	Dispute Resolution Process	59
	Education Leave	69
22:02	Emergent Situation	38
5:04(c)	Excused from First Tour of Duty	4
14:04	Extended Health Insurance	17
	Extended Leave	70
	Facilities	72
	Fitness Facilities	74
15:01	Grievance Procedure	29
	Hearing Aids	57
11:02	Hospital and Medical Insurance	17
5:01	Hours of Work and Premium Pay Provisions	3

	Job Sharing	76
19:01	Kilometre Allowance	37
18:01	Lay Off, Transfer, and Separations from Force	35
17:04(a)	Leave of Absence - Association Office	34
17:05	Leave of Absence - Convention	34
17:07	Leave of Absence - Military Training	34
	Leave of Absence - P.A.O.	56
23:01	Legal Indemnification	38
	Legal Indemnification Retainer	72
	Letters of Intent	69
7:05(c)	Lieu Time - Assignment of Vacation	11
5:05	Lieu Time Off	5
5:06	Lieu Time Payment for excess amounts	5
11:05	Life Insurance	17
	Locker Inspection	71
5:01(d)	Lunch Period	3
3:01	Management Rights	2
17:01	Marriage Leave	32
17:03	Maternity Leave	33 & 76
	Medical Committee	55
11:02	Medical and Hospital Insurance	17
5:13	Medical Bureau - Attendance While Off Duty	7
12:10	Medical Examination	20
8:01	Metropolitan Toronto Pension Plan	12
19:01	Mileage	37
17:07	Military Training - Leave of Absence	34
11:02	O.H.I.P.	17

8:02	O.M.E.R.S. - Pension	12
	Orientation Program	71
	Orthodontic Benefits	57
11:07	Overage Dependents	18
5:03	Overtime	4
5:11	Overtime calculations	6
5:09	Pay cheques - Availability	6
7:05(b)	Pay Cheques During vacation	11
8:01	Pensions	12 & 61
	Pensions - Commonwealth Service, O.M.E.R.S.	60
	Pensions - Credited Service, O.M.E.R.S.	62
	personnel Files	69
	Pilot Project on Revised Compressed Work Week	66
16:02	Plainclothes Allowance - Injury or Illness	31
16:01	Plainclothes and Training Constables	31
	Plainclothes and Training Constables - Board Letter	72
	Podiatrist (Surgery)	58
5:01	Premium Pay Provisions and Hours of Work	3
	Probationary Constables	49
4:01(a)	Probationary Sergeants	2
16:01	Promotional Procedure	72
	Psychologist (Licensed)	58
18:04	Reassignment of Services Performed	37
18:02(d)	Recall	35
	Reclassification - Constables	51
	Regulation Committee	71
	Resignations	69

8:04	Retiree Benefits	12
•	Retiree - pension Increases	76
	Revised Shift Schedule - C.I.B.	65
4:01	Salaries	2
	Salaries 1988 - Schedule "A"	47
1:01	Scope of Agreement	1
11:04	Semi-Private Hospital Insurance	17
18:01	Separations from Force, Lay Off, and Transfer	35
25:01	Service Pay	42
5:10	Shift Bonus	6
6:03	Shoes/Boots	8
	Sick Bank Status	71
14:01	sick Pay Gratuity	28
12:12	sick Pay - Other Employment	25
12:09	sickness - Notification of Station or Division	19
12:07	sickness - Part Day	19
12:01	Sickness and Sick Pay Credits	18
	Smoking in the Workplace Committee	73
20:01	Special Service Pay	38
	Speech Therapist (Licensed)	58
9:01	statutory Holidays	14
9:06	statutory Holidays - Days off before and after	15
9:04	statutory Holidays - Pay Provisions	15
11:03	Supplementary Hospital Insurance	17
8:03	Survivor Benefits	12
26:01	Term of Agreement	43
5:02	'pours of Duty	3

16:01	Training Constables and Plainclothes	31
18:03(a)	Transfers - Civilian to Uniform	37
18:01	Transfers, Lay Off, and Separations from Force	35
18:03(b)	Transfers - uniform to civilian	37
19:01	Transportation	37
22:01	Two Man Patrol Cars	38
	Uniform and Equipment - Committee	73
	Uniforms and Equipment	69
7:01	Vacation	8
7:04	Vacation Benefits - Separation	9
	Vacation Draw	74
7:05(a)	Vacation Draw - Division of Entitlement	11
	Vacation Draw - Seniority	11
7:02	Vacation - Reduction, Leave without Pay	9
7:07	Vacation Re-Scheduling Sick or I.O.D.	11
	V.D.T.'s Committee	73
	Vision Care	57
11:01	Welfare and Group Life Insurance	16
11:09	welfare and Group Life Insurance - Maternity Leave	18
11:08	Welfare and Group Life Insurance - Substitution of Carriers	18
5:07	Witness Fees	6
13:01	Workmen's Compensation	27
	Workmen's Compensation - Performance of m y	70
13:03	Workmen's Compensation - Sick Pay Prior to Approval	28
13:01	Workmen's Compensation - Top Up	27
13:04	Workmen's Compensation - Undertaking to Remut-se	28

THIS AGREEMENT MADE THIS 22ND DAY OF SEPTEMBER 1988.

BETWEEN:

THE METROPOLITAN BOARD OF COMMISSIONERS OF POLICE
hereinafter called "THE BOARD"

OF THE FIRST PART,

- and -

THE METROPOLITAN TORONTO POLICE ASSOCIATION
hereinafter called "THE ASSOCIATION"

OF THE SECOND PART.

Whereas the Parties have mutually agreed to enter into and execute this Agreement defining, determining and providing for remuneration, benefits, pensions and working conditions of the members of the Metropolitan Toronto Police Force coming within the Uniform Branch as set out in Schedule "A" hereto.

Now, therefore, this Agreement witnesseth that in consideration of the premises the Board and the Association hereby mutually agree and covenant as follows:

ARTICLE 1 - SCOPE

1:01 This Agreement shall apply only to those members of the Metropolitan Toronto Police Force as set out in Schedule "A" hereto.

ARTICLE 2 - DEFINITIONS

2:01 Except where a contrary intention appears,

- (a) "Chief of Police" means the Chief of Police, from time to time, of the Metropolitan Toronto Police Force.
- (b) "Force" means the Metropolitan Toronto Police Force.
- (c) "Member" means a person holding a rank or classification as set out in Schedule "A" to this Agreement.
- (d) "Service" or "Length of Service" shall include service with the Police Force of an area Municipality as well as with the Metropolitan Toronto Police Force.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3:01 (a) The Association and its members recognize and acknowledge that, subject to the provisions of the Police Act and the Regulations thereto, it is the exclusive function of the Board to:
- (i) maintain order, discipline and efficiency;
 - (ii) discharge, direct, classify, transfer, promote, demote or suspend, or otherwise discipline any member;
 - (iii) hire.
- (b) If a member claims that the Board has exercised any of the functions outlined in paragraph (a) (ii) in a discriminatory manner or without reasonable cause, then such a claim may be the subject of a grievance under the provisions of the grievance procedure outlined in this Agreement or dealt with under procedures within the exclusive jurisdiction of the Ontario Police Commission, as prescribed by The Police Act.
- (c) The Board agrees that it will not exercise any of the functions set out in this Article in a manner inconsistent with the provisions of this Agreement or The Police Act of Ontario and the Regulations thereto.
- 3:02 Nothing in this Agreement shall be construed as imposing any personal liability upon an individual who, from time to time, is a member of the Board.

ARTICLE 4 - SALARIES

50A-1

- 4:01 Subject to the exceptions set out below, the salary to be paid to each member shall be in accordance with the rate of pay for each rank as set forth in Schedule "A" annexed hereto and forming part of this Agreement, such salaries being in accordance with the differentials set out in the said schedule.
- (a) A member promoted to the rank of Sergeant shall serve a probationary period of one year from the date of such appointment.

ARTICLE 5 - HOURS OF WORK AND PREMIUM PAY PROVISIONS

- 5:01 (a) A regular tour of duty shall consist of ~~eight consecutive~~ hours of work. Where a member on such regular ~~tour of duty is required by his/her supervisory officer to terminate his/her tour of duty before the completion of eight hours he/she shall receive no less than eight hours of pay for such tour,~~
- (b) Each member shall report for duty at least fifteen minutes prior to the commencement of his/her tour of duty, which time shall not be included in computing the duration of such period. 3, 0, 0, 0, 0, 0, 0
- (c) Each member's normal week shall consist of ~~five~~ tours of duty and two days off which shall, subject to the requirements of the service, (which said requirements shall be subject to question in any grievance procedure) be consecutive.
- (d) Each member shall be assigned a lunch period to commence after the completion of two and ~~one-half hours of duty~~ and be completed before the completion of six hours of duty. When the requirements of the service do not permit the taking of an assigned lunch period the member and his/her supervisory officer may agree upon some other period during the said tour of the member shall be credited with one hour at straight time. 36-999
- (e) Where the requirements of the service only permit a member to take one-half hour or less for lunch, the member shall be credited with one-half hour at straight time.
- (f) A member who is granted permission to be excused from duty in accordance with the lieu time provisions of the Agreement after having completed four hours of duty shall have lieu time debited for four hours and shall be credited with one hour at straight time for the lunch hour not taken.

5:02 Subject to the requirements of the service, in the discretion of the Chief of Police:

(a) The normal tours of duty will be as follows:

First Tour	12:01 a.m. - 8:00 a.m. →
Second Tour	8:00 a.m. - 4:00 p.m.
Third Tour	4:00 p.m. - 12:00 midnight,

provided that the Chief of Police shall continue to have the right to change the starting time of a tour of duty.

(b) A member assigned to rotating shifts shall regularly rotate from one shift to another so that an equal amount of time will be spent by a member on each shift, providing, however, that by mutual

agreement between a member and the Officer in Charge of his/her Unit of command, a member may spend more time on one shift than any other.

5:03 When a member is required to be on duty one-quarter hour or more in excess of such member's daily tour of duty, such member shall receive lieu time as provided in Clause 5:05, or pay calculated at the rate of one and one-half times the member's rate of pay for time worked in excess of such daily tour.

5:04 (a) For the purpose of this Clause "callback" is defined as the callback of a member after he/she has reported off duty and before his/her next following tour of duty, and shall include the attendance of a member:

(1) (i) at courts during his/her off duty hours including lieu time hours or

(ii) on an overtime assignment separated by time off from his/her regular tour.

Such member shall be granted lieu time, as provided in Clause 5:05, or pay calculated at the rate of one and one-half times the member's rate of pay for all hours of duty in such callback with a minimum of 3 hours pay or time off in lieu thereof at the time and one-half rate for each such callback.

(2) (i) at courts during his/her regularly scheduled days off or

(ii) performing duty on regularly scheduled days off.

Such member shall be granted lieu time, as provided in Clause 5:05, or pay calculated at the rate of one and one-half times the member's rate of pay for all hours of duty in such callback with a minimum of 4 hours pay or time off in lieu thereof at the time and one-half rate for each such callback.

(b) An appearance under subpoena at a Workers' Compensation Board Hearing, Criminal Injury Compensation Board Hearing, Public Inquiries Act Hearing and Coroner's Inquest shall be deemed to be an appearance at Court.

(c) With the consent of the Chief of Police and by the mutual consent of the member and his/her Unit Commander, a member may be excused from duty on the first tour of duty when he/she has been required to make two or more appearances in Court immediately preceding the first tour of duty.

(d) (i) A member who is required to attend court during his/her vacation shall be granted two days Off for each day or part thereof spent in Court.

48P-1

- (ii) If such appearance is outside of Metropolitan Toronto this clause will only apply if the member has notified his/her Unit Commander as soon as possible after being made aware of such required court attendance.
 - (iii) In addition, when 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, he/she shall be granted equivalent time off to a maximum of eight hours for each day spent travelling. The member shall be reimbursed for any reasonable travelling expenses, except where the trip is made to or from the normal place of residence.
 - (iv) The provision of this clause shall not apply where a member by agreement with his/her Unit Commander has elected to amend his/her vacation period after he/she has been notified that he/she was scheduled for court attendance during the new vacation period.
- (e) Effective March 1, 1988, in the event that a scheduled court appearance is cancelled after 2300 hours of the day preceding the scheduled court appearance the officer shall be entitled to one-half of the call-back allowance that would otherwise be payable.
- 5:05 A member may elect lieu time instead of payment for overtime, including call backs, in accordance with the following procedure: 4/1
- (a) Upon completion of such overtime worked by a member, such member shall indicate to his/her Officer in Charge whether the member elects to be paid for such overtime or to take time off in lieu thereof. The Officer in Charge shall enter the member's election in the records provided therefor.
 - (b) Periods of overtime for which a member elects to be paid shall be accumulated for one calendar month and the total so accumulated shall be paid for during the next following calendar month.
 - (c) Periods of overtime which the member has elected to take as lieu time off shall be allowed to accumulate, and for every one hour of lieu time so accumulated, the member shall be entitled to take one and one-half hours off, provided that such time must be taken at a time agreed upon between the member and the Unit Commander. Lieu time may be taken as part of a day or a whole day.
- 5:06 (a) All lieu time shall be recorded in the member's lieu time register. The Parties agree that lieu time should be used as soon as practicable after the time is accumulated. Lieu time to the credit of any member which exceeds eighty hours of accumulation on the last day of the month of February, May or August shall be paid on the pay day nearest the end of the following month, or which

exceeds forty hours on the last day of November, shall be paid for before the end of the following month. For the purpose of this clause, lieu time includes all time accumulated under clause 5:01 for lunch hours worked, clause 5:05 for overtime and **callbacks**, and clause 9:04 for Statutory Holidays worked.

- (b) A member with the concurrence of his/her Unit Commander may request in writing by November 1st that he/she retain eighty hours in the lieu time bank at the end of November of any year provided that the excess of forty hours will be utilized prior to the end of February of the next year. Such request setting out when the excess hours are to be utilized must be approved by the Chief Administrative Officer whose determination will be made by November 15th.
- 5:07 All witness fees, exclusive of transportation allowance, received by any member attending, either on or off duty, any court shall be forfeited to the Treasurer of the Municipality of Metropolitan Toronto where such member is entitled to payment from the Board for such court appearance.
- 5:08 A member who is assigned to perform all the regular duties of a higher rank for a temporary period of not less than one full tour of duty in each assignment, shall receive salary at the lowest rate of such higher rank for the entire period he/she is so assigned. A member who is authorized to work through the lunch hour and to leave an hour before the normal end of duty is nevertheless entitled to the higher rate.
- 5:09 Pay cheques shall be made available to all members in all units not later than 7:00 a.m. on pay day.
- 5:10 A member shall receive: 44-100010
- (a) An additional allowance of ~~ten cents~~ per hour for all hours worked during a shift which commences after 10:00 am. and at or before 6:00 p.m. 05-100020
- (b) An additional allowance of ~~twenty cents~~ per hour for all hours worked during a shift which commences after 6:00 p.m. on one day and at or before 4:30 am. on the following day.
- (c) The payment of any shift premium shall be in addition to any overtime payment entitlement, but it shall not be included for the purpose of calculating overtime pay.
- 5:11 For the purpose of calculating overtime and call back payments or Lieu time, such calculations shall be taken to the nearest half hour, i.e.

<u>Time Worked</u>	<u>Time Credited</u> (At appropriate rate)
0 - 14	Nil
15 - 44	30 Minutes
45 - 1 hour 14 minutes	1 hour
etc.	

- 5:12 No deduction will be made from pay and no overtime payment will be made for the short tour worked or the additional hour worked as a result of the changeover to Daylight Saving from Standard Time, and vice versa.
- 5:13 Effective March 20, 1988, where a member who is not absent from work for sickness or otherwise is ordered to attend the Medical Bureau outside his/her scheduled duty hours, the member,
- (i) if his/her attendance immediately precedes or immediately follows his/her scheduled duty hours, shall be paid at time and one half for the time of his/her attendance (including any necessary travel time outside his/her scheduled duty hours to and from his/her regular place of work); or
 - (ii) Otherwise, shall be paid three hours at time and one half his/her straight time hourly rate or time off in lieu thereof.

For the purpose of this clause a member scheduled to work the day of attendance at the Medical Bureau is not absent from work for sickness or otherwise during such day.

ARTICLE 6 - CLOTHING EXPENSE REIMBURSEMENT

- 6:01 On the submission of appropriate receipts for clothing required for the performance of his/her duty, each member who is required to perform Police duties in plainclothes shall be reimbursed for such expenditure not to exceed \$800.00 per annum if he/she performs such duties for a full calendar year and shall be issued vouchers for the cleaning of plainclothes. If he/she performs such duties for less than a calendar year but for thirty (30) days or more in that year, he/she shall receive a proportionate part of the aforesaid reimbursement in the same ratio that his/her time so spent bears to the calendar year.
- 6:02 The clothing allowance to be paid to a member as provided in Clause 6:01 above shall be paid in two instalments during the months of June and December in each year.

- 6:03** Each member who is not in receipt of a clothing allowance shall be issued two pairs of either boots or shoes which shall be replaced by the Board when necessary. The issuance of either boots or shoes shall be in accordance with the determination of the member's superior officer as to what is adequate or required by the particular duty of the member.
- 6:04** Each member who is not in receipt of a clothing allowance shall be issued vouchers for the cleaning of his/her uniform in accordance with clause 6:05 and at such times as are warranted by extraordinary wear and tear, occasioned in the line of duty.
- 6:05** Thirty cleaning vouchers will be issued quarterly for the purpose provided in clause 6:01 and 6:04 above. These vouchers may be redeemed as follows:

<u>Article of Clothing</u>	<u>Vouchers Required</u>
Tunics or Jackets	1
Trousers	1
Riding Breeches	1
Shirts (2 for 1 voucher)	1
Blouses (2 for 1 voucher)	1
Ties (2 for 1 voucher)	1
Long Riding Coat	3
Top Coats	2
Dress	2
Skirt	1
Sweater	1
Suit (2 piece)	2
Suit (3 piece)	3
Uniform Reefers	2

ARTICLE 7 - VACATIONS

- 7:01 (a)** A member shall be eligible for vacation on the following basis:
- (i) following the completion of one year of service - 2 weeks vacation;
 - (ii) following the completion of three years of service - 3 weeks vacation;
 - (iii) following the completion of nine years of service - 4 weeks vacation;
 - (iv) following the completion of sixteen years of service - 5 weeks vacation;

01 02
03 03
09 04
16 05

24 06

(v) following the completion of twenty-four years of service - 6 weeks vacation.

(b) A member who is qualified for two weeks vacation entitlement under Clause 7:01 (a) (i) shall thereafter as of January 1st of each year be entitled to receive vacation for which he/she will be eligible during the year provided that in any year such member ceases employment with the Force prior to his/her anniversary date (other than by retirement on pension) his/her vacation pay will be readjusted on the basis of the amount of time employed in the twelve months prior to such anniversary date in accordance with Clause 7:04.

7:02 For the purpose of determining entitlement in Clause 7:01, absence without pay in excess of forty work days in a calendar year shall reduce the vacation entitlement. The entitlement will be the result of a fraction of the days paid over the normal work days in a calendar year times the vacation entitlement provided in Clause 7:01 rounded to the nearest full day.

7:03 The vacation pay provisions of this Article shall be no less than the vacation pay provisions of the Employment Standards Act of Ontario. For the purpose of this Clause the vacation payment provisions of the Employment Standards Act shall be calculated on a calendar year basis.

7:04 (a) Where a member leaves the Force after his/her anniversary date in that calendar year and prior to receiving his/her vacation entitlement, such member shall be given vacation pay on account of such service in accordance with Clause 7:01.

(b) Where a member leaves the Force prior to his/her anniversary date, such member shall be entitled to receive vacation pay for the period of service between his/her previous anniversary date and the date employment ceases on the following basis:

(i) If less than one year's service on date of leaving, one day's pay for each completed thirty-six calendar day period of service.

(ii) If entitled to two weeks vacation on the previous anniversary date, one day's pay for each completed thirty-six calendar day period of service.

(iii) If entitled to three weeks vacation on the previous anniversary date, one day's pay for each completed twenty-four calendar day period of service.

- (iv) If entitled to four weeks vacation on the previous anniversary date, one day's pay for each completed eighteen calendar day period of service.
 - (v) If entitled to five weeks vacation on the previous anniversary date, one day's pay for each completed fourteen calendar day period of service.
 - (vi) If entitled to six weeks vacation on the previous anniversary date, one day's pay for each completed twelve calendar day period of service.
- (c) If a member dies prior to his/her anniversary date, such member shall have paid to his/her estate an amount equivalent to the appropriate pro rata entitlement under (i), (ii), (iii), (iv), (v) or (vi) above.
- (d) Any amount of vacation overpayment shall be deducted from any monies owing to the member or his/her estate.
- (e) A member who retires on pension shall, in the calendar year in which he/she retires, be entitled to the vacation benefits set out below in lieu of the provisions of E04 (a) and (b) above:
- (i) The vacation benefit to which his/her years of service entitle him according to the schedule set out in Clause 7:01 (a), and for that purpose his/her years of service shall be calculated to his/her anniversary date in the year of his/her retirement regardless of whether he/she retires before or after the anniversary date;
 - (ii) In addition to the vacation benefit specified in Sub-clause (i) above, a vacation accrual based on the pro rata formula set out in Clause 7:04 (b), provided, however, that such accrual shall be calculated from January 1st of his/her retirement year to the date of his/her retirement.

The benefits provided in (i) and (ii) above shall be granted as pay or time off at the discretion of the Chief of Police.

- (f) A member who leaves the Force and who commenced employment with the Force as a Uniform member during the period June 7, 1976 to December 31, 1978 inclusive shall be entitled to the greater of the vacation termination benefits set out above or,
- (i) The vacation benefit to which his/her years of service entitle him/her according to the schedule set out in Clause 7:01 (a), and for that purpose his/her years of service shall be calculated to his/her anniversary date in the year of his/her retirement regardless of whether he/she leaves before or after the anniversary date. However, when a member

terminates before his/her anniversary date, such calculation shall not apply for the purpose of entitling the member to an additional week of vacation for the year of his/her retirement.

- (ii) In addition to the vacation benefits specified in Sub-clause (i) above, a vacation accrual based on the pro rata formula set out in Clause E04 (b), provided, however, that such accrual shall be calculated from January 1st of the year in which he/she is terminating to the date of his/her termination.

- 7:05 (a) A member shall be permitted to divide his/her vacation entitlement into one week periods provided each such period shall be considered a vacation draw.

When a member elects to divide his/her leave into more than one period and selects a period during the month of January or February, one such period shall be recorded as the member's second draw.

- (b) A member shall, prior to the commencement of any vacation period, receive the pay cheque or cheques which would be due to him/her on the normal pay days occurring within any such vacation period, providing that such vacation period is of at least one week's duration.
- (c) A member who at the time of his/her vacation draw is assigned to a function where the opportunity to accumulate lieu time is restricted and who is eligible for three or more weeks of vacation may elect to assign one week of vacation eligibility to lieu time, which time shall be utilized in accordance with the lieu time clauses of the Agreement.

- 7:06 Vacations shall be taken by members in each rank in order of seniority based on the total length of service.

- 7:07 (a) A member who is hospitalized or confined to his/her residence as a result of an illness or injury (other than one occasioned by or as a result of his/her duty, as provided under Article 13 hereof), at the time of commencement of his/her scheduled vacation shall have his/her vacation re-scheduled, provided the vacation as re-scheduled is taken before March 31st, of the next calendar year.
- (b) If a member does not return from his/her sick leave prior to the said period, the sick leave will be interrupted in order that the vacation may be completed before the aforesaid March 31st.

ARTICLE 8 - PENSIONS **OMERS**

- 8:01 Each member who joined the Force prior to July 1, 1968, shall be entitled, on his/her retirement, or his/her dependents on his/her death, to the benefits as set forth in By-law No. 181-81 of the Municipality of Metropolitan Toronto, as amended, being a By-law to provide pensions and death benefits to members of the Metropolitan Toronto Police Force.
- 8:02 Each member who joined the Force on or after July 1, 1968, shall be entitled, on his/her retirement, or his/her dependents on his/her death, to the basic benefits for normal retirement at age 60 set forth in the Ontario Municipal Employees Retirement System plus the following additional benefits:
- (a) An earned pension without actuarial reduction upon completion of thirty years of service as a Police Officer;
 - or
 - (b) An earned pension without actuarial reduction if he/she is declared by the Board to be unable to perform the duties of his/her employment due to mental or physical incapacity within ten years of normal retirement age.
 - (c) The regular contribution for the provision (a) and (b) above is to be met equally by the member and the Board.
- 8:03 The Board has placed One Hundred Thousand Dollars in a fund to be administered by the Trustees of the Metropolitan Toronto Police Benefit Fund as set out in the Memorandum of Understanding dated May 12, 1977. The Trustees will continue to determine the rules and regulations of the Fund, but the objectives will be to provide a supplement to existing governmental payments (C.P.P., W.C.B.) and pension plan payments (O.M.E.R.S., Metropolitan Toronto Police Benefit Fund, Metropolitan Toronto Pension Plan) due to such dependents on the member's death, so that the disposable after tax income of the surviving dependents will be approximately one hundred per cent of the disposable after tax income of the deceased member, based on the salary for the deceased member at the time the payments are made. For this purpose salary shall include the premium costs of the Ontario Health Insurance Plan (O.H.I.P.), the Semi-Private and Comprehensive Medical Plans and the Dental Plan. The Trustees will continue to have the right to adjust the amount depending on the circumstances of the individual case from time to time. The adequacy of the Fund will be reviewed from time to time.
- 8:04 (a) The coverage under this clause shall only be furnished provided:
- (i) such coverage is not provided at the retired member's or retired member's spouse's place of employment;

- (ii) the retired member resides in Ontario;
 - (iii) ninety (90) days prior to the commencement of the benefit the member must make written application to the Board for these benefits; and
 - (iv) these benefits do not apply to dependents other than spouse.
- (b) For members retiring under the Benefit Fund after January 1, 1986 with thirty (30) or more years of service or with twenty-five (25) or more years but less than thirty (30) years of service and whose years of service and years of retirement total thirty (30), the Board shall pay between the date of retirement or entitlement, whichever is later, and the date the retiree attains sixty-five (65) years of age the premiums for:
- (i) the Ontario Health Insurance Plan (O.H.I.P.), Clause 11:02; and
 - (ii) comprehensive medical insurance plan, Clause 11:04.
- (c) (i) For members retiring on or after January 1, 1987 under the Benefit Fund with thirty (30) or more years of service, or under the Benefit Fund with 25 or more years of service but less than 30 years of service and whose years of service and years of retirement total 30 or under the OMERS Plan with thirty or more years of service the Board shall pay between the date of retirement or entitlement, whichever is later, and the date the retiree attains sixty-five (65) years of age the premiums for:
- (A) the Ontario Health Insurance Plan (O.H.I.P.), Clause 11:02; and
 - (B) comprehensive medical insurance plan, Clause 11:04;
- (ii) Members covered by (c)(i):
- (A) may elect (irrevocable for a specified term) to be covered for semi-private insurance (clause 11:03) and/or basic dental services by paying the required premium at the retiree group rate for such coverage; and
 - (B) will be provided by the Board with a \$5,000 paid up life insurance policy (any existing life insurance provided by the Board and continued after retirement shall be reduced by such \$5,000).
- (iii) With respect to benefits under (c)(i) and (c)(ii)(A) above, if the retiree member dies, his/her surviving spouse will be eligible for such benefits until the earlier of

- (A) such surviving spouse attaining age 65, or
 - (B) the benefits to the retiree and surviving spouse have been paid for a total of 10 years.
- (d) The benefits described in clause 8:04(c)(i), (ii) and (iii) shall apply to members retiring on or after March 19, 1988 except that for those retiring on or after March 19, 1988 under the Benefit Fund or OMERS Plan with 30 or more years of credited service, clause 8:04(c)(ii)(A) is superseded by the following:

For members retiring on or after March 19, 1988 under the Benefit Fund or OMERS Plan with 30 or more years of credited service, the Board shall pay between the date of retirement or entitlement, whichever is later, and the date the retiree attains 65 years of age,

- (i) In the case of a member with no less than 30 years of credited service and no less than 55 years of age at the date of retirement, 100% of the cost of the premiums for semi-private (11:03) and dental (11:06) benefits and,
- (ii) In the case of a member with no less than 30 years of credited service and no less than 50 years of age at the date of retirement, 75% of the cost of the premiums for semi-private (11:03) and dental (11:06) benefits (the balance being paid by the member).

ARTICLE 9 - STATUTORY HOLIDAYS

9:01 (a) Every member shall be entitled to the following statutory holidays:

(a) New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day. 10

(b) In addition to the holidays provided in (a) above, every member who has completed six months service on June 1st of any year shall, on that date, have credited to his/her lieu time bank one day's credit at straight time (i.e. eight hours) and every member who has completed six months service on

53-120

+2

October 1st of any year shall, on that date, have credited to his/her lieu bank one day's credit at straight time similarly calculated, such time in each case to be used in accordance with the lieu time provisions of the Agreement.

- (c) A member, to qualify for payment of a holiday in (a) and (b) above, must be in receipt of some salary including sick pay under clause 12:06 in respect to the two clear calendar months immediately preceding such holiday.

- 9:02 When any of the above holidays falls on a Saturday or Sunday, the Friday preceding or the Monday succeeding such holiday shall be designated by the Board as the day of observance of such holiday, and it is agreed that any premium payable for working on such designated holiday shall not apply to such Saturday or Sunday.
- 9:03 Each member who is not required to work on a day so designated as a holiday shall be entitled to and shall be paid by the Board his/her regular rate of pay for each designated holiday not so worked.
- 9:04 When a member is required to be on duty on a Statutory Holiday or on a day designated for the observance of a Statutory Holiday, he/she shall be entitled to receive a day's pay in lieu of the Statutory Holiday and in addition he/she shall be granted lieu time as provided in Clause 5:05 or pay calculated at the rate of one and one-half times the member's rate of pay for all hours worked on such day.
- 9:05 Provided that a member who is entitled to overtime pay or time off in lieu thereof, as a result of working overtime in the same week he/she has been assigned to work on a Statutory Holiday, shall be entitled to receive both the payments or time off in lieu as provided in Clause 9:04, and the payments or time off in lieu for overtime as provided in Article 5 of the Agreement, whether the overtime has been caused by working on the Statutory Holiday or otherwise.
- 9:06 Subject to the requirements of the service, when scheduling members for duty on a Statutory Holiday preference shall be given to those members required to be on duty both the day before and the day after such holiday.

ARTICLE 10 - ASSOCIATION MEMBERSHIP AND CHECK-OFF

- 10:01 A member who was not a member of the Association on June 30, 1969, shall not be obliged to pay the prescribed dues to the Association as a condition of employment.

- 10:02 A member who was a member of the Association on June 30, 1969, shall be obliged to pay the prescribed dues to the Association as a condition of employment but shall not be obliged to pay any assessments levied by the Association on any of its members which may be in excess of the prescribed dues unless he/she remains as a member of the Association.
- 10:03 A member who joined the Force on or after July 1, 1969, shall be obliged to pay the prescribed dues to the Association as a condition of employment but shall not be obliged to pay any assessments levied by the Association on any of its members which may be in excess of the prescribed dues unless he/she becomes a member of the Association.
- 10:04 The Board will deduct from the regular pay of each member of the Association such dues and assessments as the Association may, from time to time, levy in accordance with the By-laws of the Association and continue to make such deductions until this Agreement is terminated or the member ceases to be a member of the Association, whichever occurs first.
- 10:05 The Board will deduct from the regular pay of each member who is not a member of the Association, but to whom Clause 10:02 or 10:03 of this Article apply, such dues as the Association may, from time to time, levy in accordance with the By-laws of the Association.
- 10:06 Within a reasonable time after the making of each such deduction, pay the sum so deducted to the Association.
- 10:07 The actual costs to the Board, from time to time, during the currency of this Agreement of carrying out such arrangements shall be paid by the Association to the said Board upon receipt of accounts therefor from the Board.

ARTICLE 11 - WELFARE AND GROUP LIFE INSURANCE

- 11:01 A member shall be entitled to the benefits of this Article 11
- (a) from the first of the month next following the month in which six months of employment have been completed;
 - (b) until the end of the month in which employment terminates in the case of OHIP and Supplementary Hospital coverage, and until the end of the month next following the end of the month in which a member's employment terminates in all other cases.

70A-100

11:02 The Board shall pay one hundred per cent of the Single Premium ~~or~~ the Family Premium, ~~as the case may be~~, for any such member who is eligible for and entitled to receive insured services under the Ontario Health Insurance Plan, established pursuant to the Health Services Insurance Act and with respect to whom the Board is required to remit a premium pursuant to the provisions of such Act.

11:03 (a) The Board shall ~~continue~~ to contract with an insurance carrier for the purpose of supplementing the insured services referred to in Clause 11:02 by providing accommodation at the semi-private ward level for any member to whom such Clause is applicable and the Board shall pay one hundred per cent of the Single Premium ~~or~~ the Family Premium, ~~as the case may be~~, for such plan.

70L-100

(b) A member, at his/her option, may be covered by the provisions of this Clause during his/her first six months of employment, provided such member pays the required premiums.

11:04 The Board shall ~~continue~~ to contract with an insurance carrier to provide a comprehensive medical insurance plan with a \$10.00/\$20.00 deductible provision and the Board shall pay one hundred per cent of the Single Premium ~~or~~ the Family Premium, ~~as the case may be~~, for such plan.

70J, (G+E-S-R) 100 966--1

11:05 (a) The Board shall provide every member, by contract with an insurer licensed under the Insurance Act of Ontario and selected by the Board, with group life insurance in an amount equal to two times the annual salary of each member, for the member's rank in effect at the time of death, such amount of insurance to be rounded to the nearest \$1,000.00.

72-989
70C-100

(b) The Board shall provide every member with the normal provisions relating to coverage for accidental death and dismemberment coverage.

76C-1

(c) The Board shall pay one hundred per cent ~~of~~ the premium for such group life insurance and accidental death and dismemberment coverage.

77-1

11:06 (a) The Board shall continue to contract with an insurance carrier to provide a dental plan providing for the payment of benefits as set out in a dental plan agreement signed by the Parties. The plan shall provide for the dental procedures to be paid in accordance with the Ontario Fee Guide for Dental Practitioners in effect at the time the service is rendered.

71-2 1857

(b) The Board shall pay one hundred per cent of the Single Premium ~~or~~ the Family Premium, as the case may be, for such plan.

70E-100

(c) The plan shall be mandatory for every eligible member.

11:07 The insurance policies for coverage provided in clauses 11:03, 11:04 and 11:06 will provide for "over-age" dependent insurance.

An "over-age" dependent is defined as follows:

An "over-age dependent" is defined to be an unmarried child of a member, twenty-one years of age or over, who is a full-time student attending an educational institution or on vacation therefrom and who is dependent for support on such member, excluding always:

- (a) any person who is otherwise covered for benefits under the Policies, and
- (b) any person whose evidence of insurability furnished in accordance with the provisions of the Policy is not accepted as satisfactory to the Insurance Company.

An over-age dependent shall become eligible to be insured on the attainment of twenty-one years of age, or on the date of enrolment as a student at an educational institution, if such dependent be over twenty-one years of age on that date. If application is not made for Over-Age Dependent Insurance within 31 days of the date of becoming eligible, evidence of insurability satisfactory to the Insurance Company will be required.

11:08 The Board may, at any time, substitute another carrier for any benefits in Article 11, (other than O.H.I.P.) provided that the benefits afforded thereby are not decreased. Such substitution will not occur on less than sixty days notice to the Association.

11:09 The Board shall pay the premium and be responsible for maintenance of coverage for insurance coverages provided in this Article for the first seven (7) consecutive full pay periods (i.e. 14 weeks), during which the member is absent without pay as result of maternity leave or adoption leave.

ARTICLE 12 • SICKNESS AND SICK PAY CREDITS

12:01 The arrangements by which sick leave credits were placed to the credit of a member as a result of his/her service in the Police Force of an area municipality prior to the establishment of the Force are hereby confirmed.

- 12:02 Each member shall receive a gross credit of one and one-half days for each unbroken month of service with the Force, such credit to be cumulative. For the purpose of this Clause, service shall not be broken by a member's absence from duty caused by illness, except as provided in Clause 12:03 hereof or by injury or accident occurring while on duty or by holidays, vacations or days off or by leave of absence while on military service as provided in Clause 17:07 or by disciplinary suspension provided the member has worked some portion of said month.
- 12:03 Where a member is absent on account of illness and his/her cumulative sick pay credit has been exhausted, he/she shall not receive sick pay credits for the month in which he/she was so absent.
- 12:04 Sick pay credits shall be cumulative as from the beginning of the first complete calendar month after the commencement of duties.
- 12:05 A member shall not be entitled to receive sick pay in advance of any credit he/she may earn in the current month; such credit becomes available only on or after the first day of the following month.
- 12:06 Every member, on the first of the month following completion of six months of service shall be eligible to receive sick pay, at full salary, for any time lost by reason of illness or injury to the full extent of sick pay credits available to him/her at the time of each absence, except where an award is made under the Workers' Compensation Act.
- 12:07 The number of days for which a member receives "sick pay" shall be deducted from his/her cumulative sick pay credit, but no deduction shall be made on account of any day on which a member would normally be entitled to be off work. Absence on account of illness for less than a full day shall be deducted on the following basis:
- 2 hours or more but less than 4 hours - .25 day;
 - 4 hours or more but less than 6 hours - .50 day;
 - 6 hours or more but less than 8 hours - .75 day.
- 12:08 If any member resigns from the Force or is discharged for cause and later returns to the Force, he/she shall be considered a new member for the purposes of the cumulative sick pay credit plan.
- 12:09 Every member who is unable to report for duty by reason of sickness shall immediately cause his/her Station or Division office to be so notified.

- 12:10 (a) The Director of Medical Services shall have medical charge of every member who, on account of illness, injury or other physical or mental disability, is unable to do his/her police duties, provided that any member who wishes to be attended by his/her family physician may do so at his/her own expense. The Director of Medical Services or a physician or nurse appointed to assist him/her, shall have the right to visit the sick member at least once a day and the Director of Medical Services or a physician appointed to assist him/her shall have the sole right to determine when the member shall resume duty.
- (b) If, after examining medical reports and making such investigations including consultation with the member's physician as the Director of Medical Services deems appropriate, the Director of Medical Services disagrees with the member's physician on the medical diagnosis or prognosis of the member, the member shall be referred to an independent medical consultant (as may be agreed by the parties from time to time) whose opinion on the diagnosis or prognosis of the member's condition shall govern unless there is a material change in the member's condition following such examination. Should the opinion of the consultant as to the diagnosis or prognosis of the member be materially different from the Director of Medical Services, the Board shall pay the consultant's fee. Otherwise, the consultant's fee shall be paid by the member.
- (c) Apart from issues concerning diagnosis or prognosis to be resolved pursuant to Clause 12:10(b), the Director of Medical Services shall determine a member's fitness to perform his/her duties provided such determination is not made in bad faith or in an arbitrary manner.
- (d) A referral to an independent medical consultant shall be made in the following manner:
- (i) When the Director of Medical Services disagrees with a member's physician under Article 12:10 (b) he/she shall immediately notify the other members of the Medical Committee and a meeting of the Committee shall be covered as soon as is practicable.
 - (ii) At the meeting referred to in paragraph (i) above, the Committee shall discuss the member's situation, agree upon the independent medical consultant to whom the member is to be referred and draft a letter of referral to the independent medical consultant which shall be sent to him/her over the signatures of the Director of Medical Services and a representative of the Association.
 - (iii) The letter of referral shall, inter alia, direct the independent medical consultant to send to both signatories of the letter of referral any report or correspondence concerning the member or concerning any matter arising out of the referral.

- (e) The procedure under Clause 12:10(b) shall not apply to determination(s) under the Police Act or Regulations pursuant thereto.

12:11 The Central Sick Leave Bank shall be effective October 1, 1982, (the "Effective Date") and shall remain in effect for an initial assessment period to the later of December 31, 1983, or the date upon which the Agreement, decision or award for 1984 comes into effect. Both parties have concerns about the plan: the Board is concerned about the level of benefits and the cost thereof; the Association is concerned about the level of funding. The initial assessment period will provide both parties with an opportunity to assess the Bank and their present concerns. Both parties, however, are committed to some form of long term disability protection.

(a) ELIGIBILITY:

A member is eligible for benefits under the plan where:

- (1) The member is absent due to disability which would entitle the member to sick leave but his/her sick leave credits are exhausted and credits remain available under this Bank. For the purpose of this Bank "disability" is in addition more particularly defined to mean:
- (i) for the first 30 months of disability as the inability to perform the regular duties of a police officer and the inability to perform the essential duties of any available position with the Force with compensation equal to or greater than 66-2/3% of the current salary payable to the rank he/she held at the commencement of his/her disability; and
- (ii) after the first 30 months as the inability to perform any gainful occupation or employment for which the member is reasonably suited by education, training or experience;
- (2) The member has been absent because of such disability for six continuous months or an aggregate of 1,044 working hours within a 9-month period (on the recommendation of the Board/Association Committee the Board may waive part of the aforesaid waiting period where the member no longer has sick leave credits available because the member has attempted to return to duty during earlier periods of such disability); and
- (3) At the commencement of the absence because of illness or injury the member had at least one year's service with the Force.

(b) BENEFITS:

The benefits to be provided under the Bank are as follows:

- (1) (i) Payment to an eligible member during the first year of payment under the Bank to such member shall be made on a bi-weekly basis of 60 hours of pay at the current rate for the position held at the time of such disability;
 - (ii) Payment to an eligible member during the second and subsequent years of payment under the Bank to said member shall be made on a bi-weekly basis of 40 hours of pay at the current rate for the position held at the time of such disability.
 - (iii) Notwithstanding 12:11(b)(1)(ii) effective February 2, 1988, in any year payment to an eligible member under the Bank shall be made on a bi-weekly basis and shall be the greater of a 75% benefit based on the officer's salary at the time of disability or a 60% benefit based on the salary for the rank held by the officer at the time of disability as it is increased from time to time.
- (2) (i) During a period of benefit payment from the Bank the Board will have no obligation to make other payments to or on behalf of the member except that with respect to the coverages provided for in Articles 11:02; 11:03; 11:04 and 11:06, payment from the Bank shall be made for the premiums, as stipulated in those Articles for the first seven consecutive full pay periods or parts thereof during which the member is eligible for payments from the bank.
 - (ii) Following the first 7 consecutive pay periods in (i) above, payments under the plan may be made by the Board to provide OHIP coverage (11:02 of the Agreement) and Extended Health Benefits (11:04) to persons eligible for benefits hereunder whose economic circumstances make such payments appropriate as determined by the Board/Association Committee provided that the funding of the Bank, in the opinion of the Association, permits.
 - (iii) Effective March 28, 1988 the Board, following the first 7 consecutive pay periods in (i) above, shall contribute 50% of the required premium and the member shall pay the balance to provide for continued coverage of benefits under 11:02, 11:03, 11:04 and 11:06 provided that a member may make the irrevocable election to waive receipt of the dental benefit (11:06). This clause supersedes clause 12:11(b)(2)(ii) except that members in receipt of central sick bank benefits on March 19, 1988 may elect to continue receiving the benefit entitlement under the previous "economic circumstance" clause in 12:11(b)(2)(ii).

(c) REDUCTION OF BENEFITS:

Payments will be reduced by benefits, if any, to which the member is entitled under any government plans or other plans to which the Board has contributed, in whole or in part, on his/her behalf except the Metropolitan Toronto Police Benefit Fund and OMERS (unless the member is in receipt of pension from the Fund or OMERS in which event the benefits hereunder would be reduced by the amount of such pension), provided, however, that in the case of Workers' Compensation there will be no reduction in respect of:

- (i) permanent partial awards relating to a prior disability or accident; or
- (ii) allowances for expenses other than for lost time.

Subject to the overriding condition that the payment under the Bank together with any other payment payable on account of disability of the member under any Board plan, any group insurance contract or any plan of any government shall not exceed 85% of the current rate for the position. The member in order to receive benefits hereunder must make timely and proper application for any disability or other benefits for which he/she may be eligible under any government or private plan, including the Workers' Compensation Act and the Canada Pension Plan but excluding the Metropolitan Toronto Police Benefit Fund or OMERS, and until the amount of such disability benefits has been established, the Board reserves the right to make the reductions above described on the basis of an estimate of such disability benefits. The member shall be obliged to disclose to the Board all such payments, application for payment of any other benefit, changes in his/her status in respect of any other benefits and any other information reasonably required to determine his/her entitlement under this Bank.

(d) BENEFIT DURATION:

Such payments shall continue to be drawn against available credits in this Bank during such disability so long as credits remain available under the Bank and the member remains eligible for benefits provided that:

- (i) No member shall be entitled to draw benefits under this Bank after he/she has attained the tenure or age that would entitle him/her to an OMERS pension without actuarial reduction or to an unreduced pension under the Metropolitan Toronto Police Benefit Fund.

A member will not lose his entitlement to receipt of benefits hereunder by reason only that the member is entitled to a pension under the Police Benefit Fund because the member has completed 25 to 29 years of credited service.

- (ii) Rehabilitative Employment: If a member engages in Rehabilitative Employment directly following any period of disability for which benefits have been paid from the Bank, the Board will continue to pay the member from the Bank as if the member were still unable to work for the Board or in any gainful occupation less 50% of the compensation or profit from such Rehabilitative Employment. "Rehabilitative Employment" means any occupation, employment or undertaking for wages or profit, approved by the Board and undertaken by the member while unable because of sickness or injury to engage in any occupation or work on a full time basis or unable to fully perform the essential duties of any available position on the Force.
 - (iii) Should the member recover and return to work the monthly benefits will cease and regular salary will resume.
 - (iv) Should there be a recurrence of the same or causally related disability within six months of the member's return to work his salary will cease and benefits will resume immediately.
- (e) PLAN CREDITS AVAILABLE FOR PAYMENT OF BENEFITS:
- (1) Payments shall only be made to eligible members from the Bank by the Board so long as the Bank has a credit balance. The balance available for payment to members shall be debited by all payments to members provided for hereunder and shall be credited during the initial assessment period as follows:
 - (i) at the end of each pay period following the Effective Date, a credit by the Board equal to 1/3 of 1% of the regular straight time hourly earnings (excluding overtime and other premium payments) of each member covered by this Agreement and enrolled in the Metropolitan Toronto Police Benefit Fund or OMERS;
 - (ii) at the end of the month of its receipt from the Unemployment Insurance Commission, the full Board's plus members' share of the premium rebate (which the Association on behalf of its members hereby agrees should be directed to the Board for the purpose of the Bank, in consideration of the benefit improvement resulting from this Bank); and
 - (iii) at the end of each calendar year the Board to credit interest on the average balance for the year of the portion of the Bank which is represented by the members' UIC rebate contributions, assuming that all payments from the Bank are made in the same proportion from such members' contributions as those contributions bear to the credits in the Bank. The interest rate shall be the average yield on 3-month Government of Canada Treasury Bills for the year.

Neither the Board nor the Association nor any member shall be liable to make any further payments to the credit of the Bank and claims of members for payment shall be made only from the credits established hereunder and shall be limited to the credit balance of the Bank at the time the member is entitled to be paid. It is understood and agreed that neither the Board as administrator of the Bank nor the Corporation of the Municipality of Metropolitan Toronto is under any obligation to maintain a fund, representing the credit balance available for the payment of benefits under the Bank separate from its other monies and the Unemployment Insurance Commission rebates are for the sole use of the Board or the said Metropolitan Corporation and need not be maintained separately from other funds.

- (2) The application of any credit balance remaining in the Bank at the end of the initial assessment period shall be determined by agreement between the parties or failing that, by the same procedure that is used to determine a collective agreement or award for the calendar year.
- (3) The Board undertakes, however, to supply the Association with a full accounting of the Bank's operation no less frequently than quarterly, such accounting to begin 6 months from "the Effective Date" and relate to the quarter immediately preceding the quarter then ended.

(f) TRANSITIONAL:

To be eligible for any payment from the Bank the member must either:

- (i) become disabled after the Effective Date, or
- (ii) be disabled before the Effective Date and be absent from work because of such disability on the Effective Date.

12:12 A member absent from duty because of disability resulting from other employment not associated with duties as a member of the Force shall not receive benefits under Article 12 for such absence to the extent these are received from the Workers' compensation Board or other insurance plans at such place of employment.

ARTICLE 13 - WORKERS COMPENSATION PAYMENTS

13:01 When a member is absent by reason of an illness or injury occasioned by or as a result of his/her duty and where an award is made by the Workers' Compensation Board:

- 768-1
- (a) He/she shall, in addition to the Workers' Compensation Award, receive such further amount so as to provide that the total payment to the member shall approximate but not exceed the net pay such member would otherwise have received had he/she not been absent.
 - (b)
 - (i) He/she shall accumulate such vacation credits or statutory holidays as he/she might otherwise receive and, at his/her option, shall receive such accumulation on his/her return to duty in equal time off or pay in lieu thereof.
 - (ii) Within one week of the member's return, the member and his/her superior officer shall mutually agree upon when such lieu time shall be taken.
 - (iii) If the determination is not made within such week, then such time off will be placed to the member's credit in the lieu time register and dealt with as provided in Clause 5:06.
 - (c) For the purpose of this Clause, net pay shall be the pay for the rank of the member as shown in Schedule "A", less those deductions required under Government Statutes, under By-law No. 181-81 of the Municipality of Metropolitan Toronto as amended and as provided for in this Agreement.
 - (d) A member, when on Workers' Compensation absence, shall be deemed to be on the Day Shift tour of duty and on a Monday to Friday work week.

13:02 A member who, as a result of an injury on duty, is required to remain on duty beyond the end of his/her regular tour of duty for hospital treatment shall receive lieu time as provided in clause 5:05 of the agreement or pay calculated at the rate of 1½ times the member's rate of pay while in hospital, but in no event shall such payment exceed three hours' pay or time off in lieu thereof at the time and one-half rate, nor shall such period of extra pay extend beyond midnight of the day on which the member is injured.

Effective January 28, 1988:

13:03 Where a member who is injured in circumstances in which he/she might be entitled to compensation under the Worker's Compensation Act (assuming timely and proper application is made) elects instead to claim against a third party he/she shall, as a condition of receiving sick pay benefits, undertake in writing to reimburse the Municipality of Metropolitan Toronto out of the proceeds of any settlement or judgment upon such claim, the amount of money equivalent to the value of such sick pay benefits and upon his/her having made such reimbursement his/her accumulated sick pay credits shall be restored accordingly.

Effective March 20, 1988:

- 13:01** When a member is absent by reason of an illness or injury occasioned by or as a result of his/her duty and where an award is made by the Workers' Compensation Board:
- (a) He/she shall, in addition to the Workers' Compensation Award(s), receive such further amount so as to provide that the total payment to the member shall approximate but not exceed the net pay such member might otherwise have received had he/she not been absent.

(Other W.C.B. Award(s) for disabilities not related to the current disability or absence will not be considered.)
 - (b) (i) He/she shall accumulate such vacation credits as he/she might otherwise receive and, at his/her option, shall receive such accumulation on his/her return to duty in equal time off or pay in lieu thereof.

(ii) Within one week of the member's return, the member and his/her Unit Commander shall mutually agree upon when such lieu time shall be taken.

(iii) If the determination is not made within such week, then such time off will be placed to the member's credit in the lieu time register and dealt with as provided in Clause 5:06;
 - (c) He/she shall, if hospitalized or confined to his/her residence prior to the actual date of a statutory holiday, accumulate such statutory holidays in equal lieu time as he/she might otherwise receive. For the purpose of this Clause, a member shall be considered "confined to residence" notwithstanding that the member is required to attend an appointment with his/her physician or to attend an appointment for the purpose of rehabilitative therapy.
 - (d) For the purpose of this Clause, net pay shall be the pay for the rank of the member as shown in Schedule "A", less those deductions required under Government Statutes, pension contributions, and other deductions under this Agreement.
 - (e) a member, when on Workers' Compensation absence, shall be deemed to be on the Day Shift tour of duty and on a Monday to Friday work week.
 - (f) No member shall be entitled to draw benefits under Clause 13:01 (b) or (c) while such member is entitled to receive a Disability Pension from the Canada Pension Plan.
- 13:02** A member who, as a result of an injury on duty, is required to remain on duty beyond the end of his/her regular tour of duty for hospital

treatment shall receive lieu time as provided in Clause 5:05 of the Agreement or pay calculated at the rate of 1½ times the member's rate of pay while in hospital, but in no event shall such payment exceed three hours pay or time off in lieu thereof at the time and ~~one-half~~ rate, nor shall such period of extra pay extend beyond midnight of the day on which the member is injured.

- 13:03 A member who is injured on duty in circumstances where no action for such injuries would lie against a third person and who is unable to work as a result of such injury, shall, while he/she is off work as aforesaid be paid his/her regular day work rate to the extent of his/her available sick pay credits, until such time as a ruling has been made by the Workers' Compensation Board upon his/her claim, provided that if and when the Workers' Compensation Board rules in favour of his/her claim the sick pay credits so used shall be restored.
- 13:04 Where a member who is injured in circumstances in which he/she might be entitled to compensation under the Workers' Compensation Act (assuming timely and proper application is made) elects instead to claim against a third party he/shall shall, as a condition of receiving sick pay benefits, undertake in writing to reimburse the Municipality of Metropolitan Toronto out of the proceeds of any settlement or judgement upon such claim, the amount of money equivalent to the value of such sick pay benefits and upon his/her return having made such reimbursement his/her accumulated sick pay credits shall be restored accordingly.

ARTICLE 14 - SICK PAY GRATUITY

- 14:01 In this Article the words "termination of employment" shall mean separation from employment with the Force by retirement on pension or by resignation, but shall not include dismissal.
- 14:02 Upon termination of employment with the Force: 76(E) (F)
- (a) there shall be paid to every member who has been in the employ of the Board for an aggregate period of at least ten years; and
 - (b) there shall be paid to the estate of a member who dies while in the employment of the Board, having completed at least 10 years of service

the whole or part of such amount as is equal to one-half the cumulative sick pay credits of the member, but in no case shall such amount exceed the aggregate amount of his salary or other remuneration for the period set forth in Column 2 of the Schedule contained herein, corresponding to the service requirements set forth in Column 1 thereof. The following is the schedule hereinbefore mentioned:

<u>COLUMN 1 - SERVICE REQUIREMENT</u>	<u>COLUMN 2 - PERIOD</u>
At least 10 years and less than 15 years	Three calendar months
At least 15 years and less than 20 years	Four calendar months
At least 20 years and less than 25 years	Five calendar months
At least 25 years and less than 30 years	Six calendar months
At least 30 years and less than 32.5 years	Seven calendar months
At least 32.5 years and less than 35 years	Eight calendar months
At least 35 years	Nine calendar months

14:03 For the purpose of meeting the service requirements set out in the above schedule, the following shall be included:

- (a) All time worked with the Force from the most recent date of hire and with the Police Force of any of the area municipalities comprising the Metropolitan Corporation immediately prior to entering the service of the Force.
- (b) All time lost on account of absence for reason of illness where the member was paid for such absence or was considered as being on sick leave without pay.
- (c) All time lost on account of absence by reason of maternity leave without pay for a period or periods not exceeding six months.
- (d) In the event of the death of a member the amount payable under this section shall be paid to the member's estate.
- (e) In no case shall an award made by the Workers' Compensation Board be deducted from any authorized grant to a member or his/her dependents.

ARTICLE 15 - GRIEVANCE PROCEDURE

15:01 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this collective agreement, including any question as to whether a matter is arbitrable, will be dealt with in the following manner:

- (a) STEP 1

An aggrieved member, accompanied and represented by an Association Monitor or Director, may present his/her grievance, in writing, to his/her Unit Commander or designate and the grievance

shall be discussed with a view to reaching a settlement. The Unit Commander shall render a written decision within five working days of the discussion. Any settlement of the grievance reached at this Step will be considered applicable to the case in question only and will not establish a precedent for future cases.

(b) STEP 2

Failing satisfactory settlement at Step 1, the Association may, within twenty working days, submit the grievance to the Chief of Police or his/her designate for further discussion with a view to reaching a settlement. To facilitate settlement, a meeting shall be held at which the Board may be represented by such persons as the Board deems necessary and at which the Association may be represented by such persons as the Association deems necessary. The Chief of Police or his/her designate shall render a written decision within seven working days of the Step 2 meeting.

- 15:02 Either party to this agreement may lodge a grievance in writing with the other party on any difference between the parties concerning an interpretation, application or administration of the collective agreement, including any question as to whether a matter is arbitrable and such grievance shall commence at Step 2.
- 15:03 A grievance is to be commenced within 25 working days of the incident which gave rise to the grievance, unless the grievor, Association or Board is unaware that grounds exist for a grievance, in which case, the grievance is to be commenced within 25 working days of the time at which the grievor, Association or Board became aware that grounds for a grievance existed.
- 15:04 Failing satisfactory settlement at Step 2 of the Grievance Procedure either party, within ten working days, may refer the grievance to arbitration pursuant to the provisions of Section 33 of the Police Act, R.S.O. 1980, c.381.
- 15:05 For the purposes of this Article, "working days" shall mean Monday to Friday, exclusive of statutory holidays falling on or designated to be taken on any one of the days from Monday to Friday, inclusive.
- 15:06 An arbitrator may extend the time for the taking of any step in the grievance procedure under a collective agreement, notwithstanding the expiration of such time, where the arbitrator is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.
- 15:07 (a) Except for charges, complaints or other actions taken in respect of a member under the Police Act, the Metropolitan Toronto Police Complaints Act or any other legislation or regulation, a member shall be notified of any disciplinary action taken against the member by way of documentation (currently MTP 159) and has the right to respond thereto in writing within ten working days.

- (b) If the issuance of a derogatory MTP 159 is being considered and the member is requested to respond to a unit commander or his/her designate, the member shall have the opportunity to have the Divisional monitor or Association representative present at such a meeting and, where practicable, without cost or loss of service to the Board. Representatives of the Board and the Association shall arrange for such meetings with the minimum disruption of police duties by the utilization of available personnel within the Unit or a full-time Association representative.
- 9-1
(c) A copy of the Personnel Documentation Form MTP 159 will be given to the member when the documentation is made and, in accordance with the provision on the Form, derogatory reports will be purged after two years, unless further derogatory reports are received, in which case the report will stay in file until two full years have passed without further derogatory reports.

ARTICLE 16 - PLAINCLOTHES AND TRAINING CONSTABLES

16:01 A constable who is assigned to perform his/her police duties

- (a) (i) in plainclothes for a minimum of 30 days in a calendar year,
or
(ii) as a training constable or a constable assigned to classroom instruction duties at C.O. Bick College

shall receive a salary of his/her rank plus 5% of the salary of a First Class Constable as set out in Schedule A for the period of time during which he/she is so assigned and such salary shall be used for computing premium pay such as overtime and callback.

- (b) A member in receipt of salary as provided in (a) above shall after six (6) consecutive months receive such salary when on annual vacation, sick pay, paid holidays or on paid lieu time. Such payment will be paid for the period the member would have remained on such duty had it not been for absences referred to in this clause (b). In calculating net pay under Article 13 or for Central Sick Bank, entitlements under Article 11, such 5% payment will be taken into account. Assignments will not be varied for the purpose of avoiding obligations under this subclause (b).

16:02 (a) However, the Parties realize that on occasion a member who is unable to perform all of his/her regular police duties because of injury or illness may be assigned to plainclothes duty and will not be entitled to clothing and plainclothes allowance payments.

- (b) When a member is assigned to plainclothes **duty** because of injury or **illness**, a Consent Form will be prepared which the member will sign acknowledging that he/she will not be entitled to plainclothes allowance and **clothing** allowance payment. The Consent Form will describe the injury or **illness** and the estimated time before the member is expected to return to his/her regular **duty**.
- (c) The Consent Form shall **be** renewed at least **once** every **sixty** work days, unless the Parties and the member **concerned** agree on a longer period. Copies of Consent Forms will **be** sent to the Association.
- (d) The aforementioned procedure will apply to any member assigned to plainclothes **duty** for reasons of injury or illness effective January 1, 1977, or thereafter.

ARTICLE 17 - LEAVE OF ABSENCE

- 17:01 (a) **A** member, on application to his/her Unit Commander shall be granted three days leave of absence with full pay for the purpose of **getting married**. If such leave of absence includes his/her regular days off (which days off shall not be altered) these days will form part of the leave of absence.
- 63H)
- (b) A member whose annual leave coincides with his/her marriage shall not be entitled to more than one day's paid leave under this provision.
- 17:02 (a) On request to his/her Unit Commander, leave of absence shall be granted to a member because of the death and attendance at the funeral of his/her father, mother, brother, sister, spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild. Time so lost from the member's regular schedule during such leave of absence shall be compensated at the member's regular rate of pay up to a maximum of three days following such death.
- 63A-1)
- (b) Days off are not to be altered to form part of the three days mentioned above.
 - (c) For the purpose of this Clause a member who is a step-parent, step-child or stepsibling of a deceased will be considered for such leave where it is established that there is a continuing close personal relationship.
 - (d) In lieu of the above, in the case of the death of a member's father, mother, child, spouse, brother, sister, mother-in-law or father-in-law, should the member be unable to attend the funeral because of

the distance to be travelled ~~or~~ other just cause, such member on request to his/her Unit Commander shall be granted one day off with pay ~~for~~ the purpose ~~of~~ mourning the death.

- (e) Where a member was not brought up by his/her natural ~~or~~ adoptive parents or step-parents but was brought up by one ~~or~~ two other adults, a member will be considered for leave under this Clause in the event of death of such adult where it is established there is a continuing close relationship.

58A-017

17:03 (a) (i) Maternity Leave without pay shall be in accordance with Part XI of the Employment Standards Act of Ontario, except that a member commencing such leave on ~~or~~ after February 2, 1988 who is in receipt of U.I. pregnancy benefits pursuant to s. 30 of the Unemployment Insurance Act shall be paid a supplementary unemployment benefit in an amount which with her U. I. pregnancy benefit brings her compensation to 75% of her regular weekly earnings. Such payment shall commence following completion of the 2 week unemployment insurance waiting period and shall continue while the employee is absent on Maternity Leave and is in receipt of such U. I. benefit for a maximum period of 15 weeks. "Regular weekly earnings" shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

0-115075

(ii) Maternity Leave, for any member who does not qualify under Part XI of the said Act, shall be at the discretion of the Chief of Police, as shall any requested extension thereof.

578-009

(iii) An extension of Maternity Leave, if requested, shall be granted to a member who qualifies under (a)(i) above, but the period of Maternity Leave, as extended, shall not exceed six (6) months.

(iv) Except as specifically provided, Maternity Leave, ~~or~~ any extension thereof, shall be at no cost to the Board.

10-21

(v) A member's anniversary date, for an increment or for vacation entitlement, shall not be affected as a result of an initial six months of any maternity leave.

61P-006

(b) (i) Where a member, who would qualify under Article 17.03, adopts a child and the adoption agency requires the member's absence to care for the child, such member shall be entitled to adoption leave, on application to the Chief of Police, for a period of up to six (6) weeks on the same condition as for Maternity Leave save and except that such member shall not be entitled to the supplemental unemployment benefit provided under 17.03 (a) (i).

50-2

61B-087 (ii) Adoption Leave under other circumstances, including an extension of leave hereunder up to a total of ~~three~~ **(3)** months, shall be at the discretion of ~~the~~ Chief of Police.

(iii) Except as specifically provided, any ~~period~~ of Adoption Leave shall be at no cost to the Board.

(c) Effective February 2, 1988, Maternity Leave granted under Article 17:03 (a) (i) and/or Adoption Leave granted under Article 17:03 (b) (i) above shall not result in any reduction in annual leave entitlement.

63 53 17:04 (a) Elected members of the Board of Directors of the Association shall, on at least two weeks' written notice, be granted leave of absence from their duties for their term of office. During the tenure of their leaves of absence, such members shall be paid by the Board. ~~The Association will reimburse the Board the full cost of pay and benefits during such leave of absence for such members.~~ No more than eight members of the Force may be on leave of absence at any one time.

(b) The Association agrees to release the Board and the Chief of Police from any and all liability with respect to any acts performed by, or omissions of, a member in the performance of his/her duties on behalf of the Association during such leave of absence.

63K-3 17:05 Subject to the requirements of the service which cannot be foreseen or planned in advance, the Board shall allow the Directors and/or Monitors of the Association sufficient time off duty, ~~without pay~~, to attend local, Provincial, National or International Police Association meetings or other authorized Association business. Such time off shall only be granted with the permission of the Chief of Police upon written request by the President of the Association.

17:06 Subject to the requirements of the service, a member shall be allowed a leave ~~of absence without pay~~ for a period not to exceed twenty working days for ~~compassionate reasons~~ acceptable to the Chief of Police. If, while ~~on such leave of absence~~, the member engages in or applies for other employment without the consent of ~~the~~ Chief of Police, or if a member on such leave fails to report for work without lawful reason at the beginning of his/her regular tour of duty after the termination of such leave, such member shall be considered as having quit without notice and shall be terminated from employment.

17:07 (a) Subject to the requirements of the service, a member shall be allowed a leave of absence for a period not to exceed two **(2)** calendar weeks for military training with the Canadian Armed ✓

Forces Reserve. The leave of absence shall be without pay but the member may elect to use accumulated lieu time for all or a part of the duration of the leave of absence.

- (b) When, at the time of making his/her vacation selection, a member is aware of the dates of his/her military training, he/she shall submit a written request for such leave to his/her Unit Commander when making his/her vacation selection. In all other cases, a member shall submit a written request for such leave to his/her Unit Commander no later than four (4) months prior to the commencement of the military training.
- (c) All written requests for military leave shall indicate whether or not the member wishes to use accumulated lieu time for all or a part of the leave of absence and shall be accompanied by written substantiation of the military training exercise from the appropriate Armed Forces personnel.

ARTICLE 18 - SEPARATIONS FROM FORCE, LAY OFF AND TRANSFER

18:01 For payroll purposes, a member separating from the Force between the hours of 12:01 a.m. and 12:00 midnight of any date shall be construed as having done so at 12:00 midnight of that date.

18:02 In the event of a reduction in the Force, the Board will determine the number of members to be laid off or reduced in rank and will select the individual members to be laid off or reduced in rank in the following order:

- (a) If reduction in the rank of Constable occurs:

subject to the special needs of the Force which will require the retention of officers who have ~~special skills or qualifications~~ or who are engaged on special assignment which it is ~~not in the~~ interest of the Force to disrupt, those Constables with the least seniority will be the first to be laid off.

26B4

27C-1

- (b) If reduction in the rank of Sergeant occurs:

subject to the special needs of the Force which will require the retention of officers who have special skills or qualifications or who are engaged on special assignment which it is not in the interest of the Force to disrupt, those Sergeants with the least seniority in rank will be the first to be reduced to the rank of Constable.

- (c) If reduction in the rank of Staff Sergeant occurs:

subject to the special needs of the Force which will require the retention of officers who have special skills or qualifications or who are engaged on special assignment which it is

not in the interest of the Force to disrupt, **those** Staff Sergeants with the **least** seniority in the rank ~~will be~~ the first to be reduced to ~~the~~ rank of Sergeant.

- 2624 (d) Constables will ~~be recalled in reverse~~ order ~~subject to~~ having the qualifications to ~~do the tasks required.~~
- (e) When vacancies occur in the rank of Sergeant and Staff Sergeant, members previously demoted in accordance with ~~the~~ provisions of (b) and (c) respectively shall ~~be~~ returned to their former position and rank when the vacancy occurs.
- (f) (i) A constable selected for **recall** shall be informed of his/her re-employment 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 Force. It ~~shall be~~ the **responsibility** of each member on lay-off to keep the Force advised of his/her current address. Within ten calendar days after a member receives notice of re-employment, ~~he/she~~ must advise the Force in writing that ~~he/she~~ accepts re-employment and will be able to commence employment on the date specified in the notice. Any and ~~all~~ re-employment rights granted to a member shall terminate upon such member's failure to accept the recall within ten ~~calendar~~ days or his/her failure to return to duty on the date specified.
- 29-24 (ii) A member shall retain his/her right to **re-employment** after a lay-off for a period of two years commencing with the effective date of the lay-off.
- (iii) 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 above.
- (g) **For** the purposes of the above lay-off and recall provision,
- (i) "Seniority" means service in the Force ~~as~~ a police officer.
- (ii) "Seniority in the rank" means ~~the~~ period of service in the specific rank.
- (h) If two or more members have the same "seniority" ~~or~~ "seniority in the rank" date, the Board shall determine which member or members are the least senior for the **purpose** of lay-off or demotion.
- (i) These provisions will not bind the Board if the Ontario Police Commission directs that ~~an~~ officer ~~or~~ officers be retained who would otherwise be released under these provisions. In such event another officer may be released in accordance with the provisions found herein.

- 18:03 (a) A member of the Civilian Branch who is transferred to the Uniform Branch will continue to have his/her service with the Civilian Branch counted on such transfer for the calculation of vacation benefits, sick pay, sick pay gratuities and welfare benefits only.
- (b) A member of the Uniform Branch who is transferred to the Civilian Branch will continue to have his/her service with the Uniform Branch counted on such transfer for the calculation of vacation benefits, sick pay, sick pay gratuities, welfare benefits and service pay.
- 18:04 The assignment of services previously performed predominantly by members of the Uniform Branch to members of other Bargaining Units shall not result in the lay-off of Uniform Members.
- 18:05 (a) Effective December 13, 1983, the Board will notify the Association of its intent to permanently assign services previously predominantly performed by police officers to persons not in the employ of the Board or to persons covered by the Unit A, B or C collective agreement between the Association and the Board, and the Association may, within fifteen (15) days, request a meeting with representatives of the Board through the Joint Association/Management Committee to discuss the implications of any such assignments, including any adverse effects on members and including the application of Article 18:04.
- (b) in this clause "permanently assign" means an assignment in excess of 90 days.

ARTICLE 19 - KILOMETER ALLOWANCE

- 19:01 A member who is requested to use his/her car in the performance of police duty and who agrees to do so, shall be paid an allowance of twenty four cents per kilometer for all mileage travelled in the performance of such duties.
- 19:02 Any damage to a member's car resulting from its use in the performance of duty, as provided in Clause 19:01, shall be repaired in the garage of the Force at no cost to the member.
- 19:03 No member shall be allowed to use his/her car pursuant to Clause 19:01 unless and until he/she provides satisfactory evidence of public liability and property damage insurance.

ARTICLE 20 - SPECIAL SERVICE PAY

- 20:01 The rate to be paid to each member for special services requested of the Force for control of crowds or for any other reason, shall be determined by the Association and the Board shall be advised by the Association of the said rate when determined or of any change therein.

ARTICLE 21 - COLLEGE TRANSPORTATION ALLOWANCE

- 21:01 Each member who attends a course at the Ontario Police College at Aylmer, Ontario, shall be granted a transportation allowance in the amount of Thirty Dollars for each week of attendance at such College.

ARTICLE 22 - TWO-OFFICER PATROL CARS

- 22:01 All uniform patrol cars, except those assigned to traffic duties, shall be manned by two fully trained and armed police officers while on patrol between the hours of 4:00 p.m. one day and 4:00 a.m. the following day or during such other continuous period of twelve hours per day as shall be designated by the Board to coincide with the period of peak patrol activity.
- 22:02 Notwithstanding Clause 22:01, where an emergent situation occurs during or extends into the period of peak patrol activity and all other means of manning patrol cars by on-duty personnel have been exhausted, the Chief of Police or his/her designee, in his/her discretion, may authorize the deployment of the required number of one-officer patrol cars.
- 22:03 An "emergent situation" includes disasters (such as hurricane, flood, fire, explosion) or other major disruptive events (such as utility malfunctions, police tactical occurrences, multiple fatalities).
- 22:04 Other circumstances may occur which will be foreseen and planned, which may justify the suspension of Clause 22:01. No such suspension will occur, except on the basis acceptable to representatives of the Association and the Board after a meeting to review the circumstances of any proposed suspension.

ARTICLE 23 - LEGAL INDEMNIFICATION

- 23:01 Subject to the other provisions of this Article, a member charged with but not found guilty of a criminal or statutory offence, because of acts done in the attempted performance in good faith of his/her duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges.

- 23:02 Notwithstanding clause 23:01, the Board may authorize payment of necessary and reasonable legal costs of a member pleading or being found guilty of an offence described in clause 23:01, where the court, instead of convicting the accused, grants him/her an absolute discharge, provided that the Board accepts the recommendation of the Chief of Police, or an officer designated by him/her to make such a recommendation, that the member's actions as a police officer in the course of performing his/her duties were motivated by an intent to do his/her lawful duty, that such actions do not constitute any of the actions described in clause 23:03 hereof, and that such indemnification will not in the opinion of the Board reduce respect for law enforcement in Metropolitan Toronto.
- 23:03 Notwithstanding clause 23:01, the Board may refuse payment otherwise authorized under clause 23:01 where the actions of the officer from which the charges arose amounted to a gross dereliction of duty or deliberate abuse of his/her powers as a police officer.
- 23:04 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 in the following circumstances only:
- (a) Where the Chief of Police is not joined in the action as a party pursuant to section 24(1) of the Police Act, and the Chief of Police does not defend the action on behalf of himself/herself and of the member as joint tortfeasors at the Board's sole expense.
 - (b) Where the Chief of Police is joined as a party or elects to defend the action, but the solicitor retained on behalf of the Chief of Police and the member is of the view that it would be improper for him/her to act for both the Chief of Police and the member in that action.
- 23:05 A member whose conduct is called into question in the course of an inquiry under the Coroners Act because of acts done in the attempted performance in good faith of his/her duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in representing his/her interests in any such inquest in the following circumstances only:

- (a) Where the Chief of Police and/or the Board does not provide counsel to represent the member at the inquest at the Board's expense; or
- (b) where the counsel provided by the Chief of Police ~~or the~~ Board to represent either or both of them ~~along~~ with ~~the~~ member ~~is~~ of the opinion that it would ~~be~~ improper for ~~him/her~~ to act for both the Chief of Police or the Board and the member in that action.

- 23:06 (a) A member who is the subject of a hearing before a board of inquiry established under the Metropolitan Toronto Police Force Complaints Act, 1984 because of ~~acts~~ done in the attempted performance in good faith of his/her duties ~~as a~~ police officer shall be indemnified for the necessary and reasonable legal costs incurred in respect of that hearing only where the Chief of Police has referred a matter to a board of inquiry, or the Public Complaints Commissioner has ordered a hearing before a board of inquiry pursuant to section ~~19(3)~~ of the Act, and the officer is not found guilty of misconduct under the Act by the board ~~of~~ inquiry ~~or~~ a panel of members thereof.
- (b) Effective July ~~12, 1985~~, where a complaint against a member to the Public Complaints Investigation Bureau results in the member's exoneration, but is then referred to the Public Complaints Commission under ~~s.19~~ of the Act for review, the member shall be indemnified for the ~~necessary and~~ reasonable legal cost~~s~~? incurred in respect of the Public Complaints Commissioner's review only where:
 - (i) the complaint is in respect of acts done in the performance in good faith of the member's duties as a police officer;
 - (ii) the member has been subpoenaed, pursuant to the Metropolitan Toronto Police Force Complaints Act, 1984 to appear before the Public Complaints Commissioner or before a person appointed by the Public Complaints Commissioner to make a review; and
 - (iii) the matter does not proceed further to a hearing before a board of inquiry.
 - (c) Effective March ~~20, 1988~~, a member who ~~is~~ the subject of a board of inquiry under Article 23:06(a) or an investigation under article ~~23:06(b)~~ in relation to ~~acts~~ done in his/her capacity ~~as a~~ private citizen shall be entitled to indemnification where ~~he/she~~ is not found ~~guilty~~ of misconduct by a board of inquiry or, in the case ~~of~~ an investigation, where the matter does not proceed further to a hearing before a board of inquiry.

- (d) Clause 23:06(c) shall apply to the legal costs incurred after March 20, 1988, notwithstanding clause 23:07 provided that application to the Chief for approval is made as soon as is practicable after March 20, 1988.

- 23:07 (a) Where a member intends to apply to the Board for indemnification hereunder, the member shall, within thirty days of being charged or receiving notice of other legal proceedings covered herein, or receiving notice that he/she will not be represented by counsel retained by the Chief of Police and/or the Board, apply in writing to the Chief of Police or to the officer designated by the Chief of Police to deal with such applications for approval to retain counsel and approval of the counsel to be so retained. In the event of any dispute concerning the counsel to be retained, the matter shall be resolved by an officer designated by the Chief and a member of the Association Executive designated for that purpose.
- (b) Effective July 12, 1985, when a member advises his/her Unit Commander, in accordance with the Regulations of the Force, that he/she has been charged, or has received notice of other proceedings, the Unit Commander will advise the member in writing of the requirement to apply for indemnification within 30 days.

23:08 Where the Chief of Police, pursuant to Board policy, elects to provide legal counsel to defend a member in any legal proceeding covered by this provision, the cost of such counsel is the Board's responsibility irrespective of the outcome of the proceedings and neither the member nor the Board may rely upon the other provisions of this policy.

23:09 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 Act;
- (b) the actions or omissions of members acting in their capacity as private citizens;
- (c) Subject to clause 23:06 discipline charges under the Police Act and regulations thereunder.

23:10 For the purpose of Clause 23:01, a member

- (a) shall be deemed to have been "not found guilty" where he/she is finally acquitted, where the charges are withdrawn or where he/she is discharged following a preliminary inquiry; and
- (b) shall be deemed to have been "found guilty" where the member is given an absolute or conditional discharge or where, 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, but nothing in this sub-clause will disentitle such a member to consideration under Clause 23:02 hereof.

- 23:11** 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 initially to the approval of the Metropolitan Solicitor and, in the case of dispute between the solicitor doing the work and the Metropolitan Solicitor, taxation on a solicitor and client basis by the taxing officer.
- 23:12** For the purposes of this Article, a reference to any Act shall be deemed to include any Act that in the future is enacted in place of the Act referred to in this Article.
- 23:13** Effective March 20, 1988, for the purposes of this Article, the necessary and reasonable legal costs incurred by a member for which provision of legal indemnification is made shall be deemed to have been incurred by the member himself/herself notwithstanding that the member may have received financial assistance in respect thereof from the Association.

ARTICLE 24

- 24:01** Wherever applicable in this Agreement the singular number shall include the plural and the masculine gender shall include the feminine.

ARTICLE 25 - SERVICE PAY

52B-1

- 25:01** Each member hired on or after August 4, 1987 shall be eligible for Long Service Pay in accordance with the following table:

Upon completion of 5 years of service and until the completion of the 10th year of service	\$105 per annum
Upon completion of 10 years of service and until the completion of the 15th year of service	\$210 per annum
Upon completion of 15 years of service and until the completion of the 20th year of service	\$315 per annum
Upon completion of 20 years of service and until the completion of the 25th year of service	\$420 per annum



Upon completion of 25 years of service
and until the completion of the 30th
year of service - \$525 per annum

Upon completion of 30 years of service
and until the completion of the 35th
year of service - \$630 per annum

Upon completion of 35 years of service
and thereafter - \$735 per annum

Service Pay shall become due on November 30th of each year and shall be calculated pro rata from the dates of eligibility to November 30th. On severance of retirement, a member shall be entitled to Long Service Pay that may have been due him/her at the time of such severance or retirement. In the case of death, the Long Service Pay which may have been due to such member at the time of his/her death shall be paid to the member's estate or beneficiary.

For the purpose of Service Pay, "Service" means service as a Uniform Member.

ARTICLE 26 - TERM OF AGREEMENT

26:01 The terms and conditions herein contained shall remain in full force and effect for the period extending from January 1, 1988, until December 31, 1988, and thereafter, until replaced by a new Agreement, decision or award. Either Party may give notice to the other Party at any time after ninety days before December 31, 1988 that it desires to bargain for a new Agreement or amendments to the existing Agreement. Within fifteen days of the service of such notice, each Party shall provide to the other Party a list of the changes to the Agreement it desires.

- 26:02 (a) The parties agree that the process set out below shall constitute the means by which agreements are hereafter reached under section 29 of the Police Act. The parties further agree not to invoke the conciliation and arbitration procedures provided for under sections 31 and 32 of the Police Act.
- (b) Following the giving of notice under section 29 of the Police Act, either party may refer outstanding issues to mediation by notice to the other party requesting agreement to a mediator.
- (c) The procedure for appointing the mediator shall be as follows
- (i) if the parties are unable to agree upon a Mediator within five days from the date of the referral to mediation, the appointment shall be made within a further seven days by a Selector, agreed upon by both parties;

- (ii) if the parties fail to agree upon a Selector and/or the Selector fails to appoint a mediator within the aforesaid seven days, the parties agree that the Chief Justice of Ontario or, in his absence, the Associate Chief Justice of Ontario, shall be asked to make the appointment upon the application of either party.
- (d) Within seven days after the appointment of the Mediator, each party shall give written notice to the Mediator and to the other party, setting out the matters that the parties have agreed upon for inclusion in an agreement, the outstanding issues, and the positions of the parties with respect to each outstanding issue.
- (e) The Mediator shall meet with the parties and endeavour to effect an agreement on the outstanding issues. The fees and expenses of the Mediator and the Selector shall be borne equally by the parties.
- (f) The discussions and positions taken by the parties during negotiations and mediation shall be without prejudice to the proceedings before and shall not be revealed to the Dispute Resolution Board.
- (g) Failing agreement within thirty-five days following appointment of the Mediator, or such longer period as the parties agree to, or upon the Mediator advising the parties in writing that an impasse exists, whichever occurs first, all outstanding issues may be referred by either party on notice to the other to a Dispute Resolution Board. The Dispute Resolution Board shall be composed of three members, one member selected by each of the parties, and the third member, who shall be the chairman.
- (h) The procedure for appointing the Dispute Resolution Board shall be as follows:
 - (i) the party referring the outstanding issues to the Dispute Resolution Board shall, in its notice of referral, advise the other party of the name of its nominee to the Dispute Resolution Board;
 - (ii) the recipient of the notice shall appoint its nominee to the Dispute Resolution Board within five days of being notified by the other party of the name of its nominee;
 - (iii) if a party fails to appoint a nominee, or a nominee is unwilling or unable to act, or if the two nominees fail to agree upon a chairman within fifteen days from the naming of the nominee referred to in (ii) above, or the chairman is unable or unwilling to act, the appointment of a nominee or a chairman shall be made within seven days by a Selector agreed upon by both parties;
 - (iv) if the parties fail to agree upon a Selector and/or the Selector fails to appoint a nominee or a chairman within the

said seven days, the parties agree that the Chief Justice of Ontario or, in his absence, the ~~Associate~~ Chief Justice of Ontario shall be asked to make the appointment upon the application of either party.

- (i) The Mediator shall not be eligible to Serve as a member or chairman of the Dispute Resolution Board unless the parties agree.

It is understood that nominees for the parties may include counsel for the parties, but not officers or employees of either party, nor members of the Board of Commissioners of Police.

- (j) Before preparing an award, the Dispute Resolution Board shall commence a hearing within thirty days after the appointment of the chairman, or such longer period as the parties may agree upon. The Dispute Resolution Board shall determine its own procedure, but shall allow each party an opportunity to present evidence and make representations. The award of the Dispute Resolution Board shall be issued to the parties within sixty days after commencement of the proceedings before the Board.
- (k) The decision of the majority of the Dispute Resolution Board shall be the decision of the Board. In the absence of a majority, the decision of the chairman shall be the decision of the Board. The fees and expenses of the Chairman of the Dispute Resolution Board shall be borne equally by the parties.
- (l) Within seven days following an award hereunder, the parties shall incorporate the matters agreed upon and the terms of the award in an agreement, failing which the existing agreement, as amended by the matters agreed upon and the terms of the award, shall be deemed to constitute the agreement between the parties. The said agreement shall constitute the agreement of the parties for the purposes of section 29 of the Police Act.
- (m) An agreement or award hereunder shall be for a term of one year from the date on which the existing agreement expires, unless the parties otherwise agree.
- (n) For greater clarity, "days", as used herein, means calendar days.

IN WITNESS WHEREOF THE BOARD AND THE ASSOCIATION HAVE
HEREUNTO AFFIXED THEIR RESPECTIVE CORPORATE SEALS ATTESTED
TO **BY** THE HANDS OF THEIR RESPECTIVE PROPER OFFICERS IN THAT
BEHALF DULY AUTHORIZED.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

METROPOLITAN BOARD OF
COMMISSIONERS **OF** POLICE:

June Rowlands

Jane Pepino

Dennis Flynn

Norman Gardner

Ben Gryns

Roy Williams

Stan Makuch

METROPOLITAN TORONTO POLICE
ASSOCIATION:

Paul Walter

Ed de Silva

Colin Ewing

Don Courts

Dennis Ewaniuk

Al Olsen

Jack Ritchie

John Brynildsen

Doug Corrigan

Paula Fairman

SCHEDULE "A"

THIS IS SCHEDULE "A" - REFERRED TO IN THE ANNEXED AGREEMENT

<u>POSITION</u>	<u>HOURS PER WK.</u>	<u>PER CENT</u>	<u>Jan 1 1988</u>	<u>July 1 1988</u>	
Constable	40				
4th Class*		--	\$27,566	\$27,911	
4th Class		70	<u>28,945</u>	<u>29,307</u>	L
3rd Class		80	33,080	33,494	B
2nd Class		90	37,215	37,680	
1st Class		100	<u>41,350</u>	<u>41,867</u>	M
Sergeant	40	113.0	46,726	47,310	
Staff Sergeant	40	123.75	<u>51,171</u>	<u>51,810</u>	H

The Board shall pay to each member who was/is in the Board's employment on both January 1, 1988 and on March 19, 1988 in lieu of any retroactivity payment in respect to the July 1, 1988 increase of 1.25% for the period prior to July 1, 1988 the sum of \$110.00 which shall not be incorporated into any rates, amounts, etcetera under the Collective Agreement.

- Rate applicable to 4th Class Constable until the first pay period following any such constable successfully completing the probationary constable course at the Ontario Police College, or 9 months after his/her appointment as a constable, whichever occurs first; but in no event shall any such constable receive a salary rate less than he/she received as a 4th-year cadet in the Unit "C" Agreement.

SCHEDULE "A" -CONTINUED

SERVICE PAY

Every member appointed prior to **August 4, 1987** shall be eligible for Service Pay in accordance with the following table:

Upon completion of 5 years of service and until the completion of the 10th year of service	\$105 per annum
Upon completion of 10 years of service and until the completion of the 15th year of service	\$210 per annum
Upon completion of 15 years of service and until the completion of the 20th year of service	\$315 per annum
Upon completion of 20 years of service and until the completion of the 25th year of service	\$420 per annum
Upon completion of 25 years of service and until the completion of the 30th year of service	\$525 per annum
Upon completion of 30 years of service and until the completion of the 35th year of service	\$630 per annum
Upon completion of 35 years of Service and thereafter	\$735 per annum

For the purpose of Service Pay, "Service" means service as a Uniform Member,

**THE ANNUAL RATES AS SHOWN IN THIS SCHEDULE ARE
TAKEN TO THE NEAREST DOLLAR AND ARE FOR THE
PURPOSE OF ANNUAL ESTIMATES ONLY**

MEMORANDUM OF UNDERSTANDING MADE THIS 22ND DAY OF SEPTEMBER, 1988, BETWEEN THE METROPOLITAN BOARD OF COMMISSIONERS OF POLICE AND THE METROPOLITAN TORONTO POLICE ASSOCIATION CONCERNING MEMBERS COVERED BY THE UNIFORM AGREEMENT.

PROBATIONARY CONSTABLES 2-50

1. Where a recommendation is made to dispense with the services of a Probationary Constable during the first eighteen months of his/her employment with the Force, the following procedure shall be used:
 - (a) The recommendation shall ~~be~~ discussed with the Probationary Constable and ~~he/she~~ shall be given seventy-two hours (exclusive of Saturday or Sunday) during which time ~~he/she~~ may confer with an Association representative and dispute the recommendation and ~~he/she~~ shall be ~~so~~ informed in writing. During that time an Association representative may ~~also~~ meet with the appropriate senior official to discuss the matter. If the Probationary Constable decides not to dispute the recommendation it shall be forwarded in the ordinary course to the Board to be acted upon as the Board deems appropriate. The above time limit may be extended by written Agreement of the Parties.
 - (b) If the Probationary Constable disputes the recommendation ~~he/she~~ shall ~~so~~ notify the Association and the Probationary Constable's Unit Commander.
 - (c) A committee shall be formed known as the Standing Committee on Probationary Constables and shall be comprised of three members selected by the Chief of Police and three members selected by the Association, two of whom shall be members in a full time office of the Association.
 - (d) In those cases where a Probationary Constable disputes the recommendation made to terminate ~~his/her~~ services during the ~~first~~ eighteen months of ~~his/her~~ employment, the entire employment record of the Constable shall be placed before the Committee which shall consider whether there was a reasonable and proper basis for the recommendation to terminate. If a majority of the Committee is satisfied that there is a reasonable and proper basis for the ~~recommendation~~ for termination of the Probationary Constable, no further action shall be taken by the ~~Association~~ on behalf of the Constable. If a majority of the Committee is not ~~so~~ satisfied, then no further action shall be taken to terminate the Probationary Constable. However, the Committee may review its decision upon new or additional information becoming available.
 - (e) In the event the Committee is unable to reach a majority decision, the respective positions of the Committee members shall be forwarded to the Board and be considered by it when the recommendation to terminate the Probationary Constable is placed before the Board for its determination. In addition, the Probationary Constable ~~and/or his/her~~ representatives may make

oral (in addition to written, if the Association wished representations to the Board according to the Board's procedures prior to the Board making its decision.

- (f) The Chief of Police may provide information or other assistance to the Committee in addition to the Constable's employment record.
2. In the current negotiations the Board and the Association have disagreed whether a Probationary Constable has or should have the right to contest his termination at arbitration under the Collective Agreement or The Police Act.
 3. Without prejudice to the rights of the Association with respect to Probationary Constables terminated prior to the effective date of this Memorandum of Understanding, the Parties have agreed, on a trial basis, to the procedure utilizing the Standing Committee on Probationary Constables set out in this Memorandum of Understanding.
 4. During the term of this Agreement, the Association undertakes that the termination of a Probationary Constable will not be taken to arbitration and this provision will remain in effect as provided under Section 36(2) of The Police Act and shall not continue thereafter unless agreed to by the Parties. However, if the Parties dispute its extension, the Party proposing such extension shall bear the onus of establishing the efficacy of the Committee system.

**METROPOLITAN BOARD OF
COMMISSIONERS OF POLICE**

**METROPOLITAN TORONTO
ASSOCIATION**

June Rowlands

Paul Walter

Jane Pepino

Ed de Silva

Dennis Flynn

Colin Ewing

Norman Gardner

Don Courts

Ben Gryg

Dennis Ewanjuk

Roy Williams

Al Olsen

Stan Makuch

Jack Ritchie

John Brynildsen

Doug Corrigan

Paula Fairman

MEMORANDUM OF UNDERSTANDING MADE THIS 22ND DAY OF SEPTEMBER, 1988, BETWEEN THE METROPOLITAN BOARD OF COMMISSIONERS OF POLICE AND THE METROPOLITAN TORONTO POLICE ASSOCIATION CONCERNING MEMBERS COVERED BY THE UNIFORM AGREEMENT.

CONSTABLE RECLASSIFICATION

1. Where a Constable, after serving a maximum of one year in a classification, has had his/her reclassification to a higher level withheld and wishes to appeal the withholding of his/her reclassification, he/she may appeal such action **to** the Standing Committee on Probationary Constables within 72 hours (exclusive of Saturday or Sunday) of the time he/she **was** informed that the reclassification was being withheld.
2. Any reclassification which is being withheld will be deferred, the Constable will be counselled and the reclassification will be reconsidered in a further 90 days.
3. The entire employment record of a Constable should be placed before the Committee which will consider whether there **was** a reasonable and proper basis for the recommendation to withhold his/her reclassification. If a majority of the Committee is satisfied that there **is** reasonable and proper basis for the deferral, no further action shall be taken by the Association on behalf of the Constable. If the majority is not **so** satisfied, the Constable's reclassification shall be recommended.
4. If the Committee is **unable to** reach a majority decision the Board shall determine the matter and any pertinent information may be forwarded by the Committee. The Association may make representations to the Board but this shall not **be** construed as requiring the Board to hold a hearing on any such determination. Any subsequent withholding of reclassification shall be processed in the same manner.
5. During the term of the Agreement, the Association undertakes that the withholding of a reclassification within the Constable **rank will** not be taken to arbitration and this provision will remain in effect as provided under Section 36 (2) of The Police Act.

**METROPOLITAN BOARD OF
COMMISSIONERS OF POLICE**

June Rowlands

Jane Pepino

Dennis Flynn

Norman Gardner

Ben Gryz

Roy Williams

Stan Makuch

**METROPOLITAN TORONTO POLICE
ASSOCIATION**

Paul Walter

Ed de Silva

Colin Ewing

Don Courts

Dennis Ewaniuk

Al Olsen

Iack Ritchie

John Brynildsen

Doug Corrigan

Paula Fairman

MEMORANDUM OF UNDERSTANDING MADE THIS 22ND DAY OF SEPTEMBER, 1988, BETWEEN THE METROPOLITAN BOARD OF COMMISSIONERS OF POLICE AND THE METROPOLITAN TORONTO POLICE ASSOCIATION CONCERNING MEMBERS COVERED BY THE UNIFORM COLLECTIVE AGREEMENT.

COMPRESSED WORK WEEKS AND REVISED
SHIFT SCHEDULES

35F-1

The following Accords on Compressed Work Weeks and Revised Shift Schedules including all written amendments thereto, made in accordance with such accords or by the parties hereto, heretofore or hereafter agreed upon, are binding upon the Metropolitan Board of Commissioners of Police and the Metropolitan Toronto Police Association:

1. Accord on the Compressed Work Week (Division and Traffic Personnel);
2. Accord on Compressed Work Week (Mounted Unit);
3. Accord on Revised Shift Schedule for Uniform Supervisors in the Communications Bureau;
4. Accord on Compressed Work Week Identification Bureau - (Uniform Members); and
5. Accord on Revised Shift Schedule for C.I.B. Members in 3 District (Pilot Project).

METROPOLITAN BOARD OF
COMMISSIONERS OF POLICE

METROPOLITAN TORONTO POLICE
ASSOCIATION

June Rowlands

Paul Walter

Jane Pepino

Ed de Silva

Dennis Flynn

Colin Ewing

Norman Gardner

Don Courts

Ben Gryz

Dennis Ewaniuk

Roy Williams

Al Olsen

Stan Makuch

Jack Ritchie

John Brynildsen

Doug Corrigan

Paula Fairman

MEMORANDUM OF UNDERSTANDING MADE THIS 22ND DAY OF SEPTEMBER, 1988, BETWEEN THE METROPOLITAN BOARD OF COMMISSIONERS OF POLICE AND THE METROPOLITAN TORONTO POLICE ASSOCIATION CONCERNING MEMBERS COVERED BY THE UNIFORM COLLECTIVE AGREEMENT.

6-1

To resolve any problem or differences, including any alleged change in established working conditions not covered by the collective agreement, other than matters in negotiations or before standing committees which may arise and to consider and make suggestions or recommendations for their solution to the respective Parties, the Parties shall establish a joint committee comprised of two appointees representing the Association, at least one of whom shall be a seconded member, and two representing the Board, at least one of whom shall be a member of the Board, to meet to discuss matters of mutual concern. Seven days prior to such meeting the representatives of the Board and the Association shall advise each other in writing of the matters which they wish to place on the agenda for discussion. Time spent by appointees in attendance at such meetings shall not result in loss of regular pay.

The Board will give the Association 30 days' notice of any changes the Board intends to make to working conditions, where the Board is aware of such conditions.

METROPOLITAN BOARD OF
COMMISSIONERS OF POLICE

METROPOLITAN TORONTO POLICE
ASSOCIATION

June Rowlands

Paul Walter

Jane Pepino

Ed de Silva

Dennis Flynn

Colin Ewing

Norman Gardner

Don Courts

Ben Grys

Dennis Ewaniuk

Roy Williams

Al Olsen

Stan Makuch

Jack Ritchie

John Brynildsen

Doug Corrigan

Paula Fairman

MEMORANDUM OF UNDERSTANDING MADE THIS 22ND DAY OF SEPTEMBER, 1988, BETWEEN THE METROPOLITAN BOARD OF COMMISSIONERS OF POLICE AND THE METROPOLITAN TORONTO POLICE ASSOCIATION CONCERNING MEMBERS COVERED BY THE UNIFORM AGREEMENT.

MEDICAL COMMITTEE

1. A Committee to be established comprising two representatives of the Association and two representatives of the Commission to examine the concerns regarding medical procedures, including the confidentiality of and access to member's medical information.
2. The object of the Committee's study is to reach agreement on issues raised pursuant to Clause (1) having due regard to a member's concern for confidentiality and the Board's that members be medically fit for duty.
3. Either party may require that an external person act as Chairperson of the Committee, the cost to be shared equally by the parties, if the parties cannot agree on the person to be appointed they will request Mr. Owen Shime, Q.C. to make the selection.
4. The Committee shall report no later than November 1, 1987.

METROPOLITAN BOARD OF
COMMISSIONERS OF POLICE

METROPOLITAN TORONTO POLICE
ASSOCIATION

June Rowlands

Paul Walter

Jane Pepino

Ed de Silva

Dennis Flynn

Colin Ewing

Norman Gardner

Don Courts

Ben Gryns

Dennis Ewaniuk

Roy Williams

Al Oisen

Stan Makuch

Jack Ritchie

John Brynildsen

Doug Corrigan

Paula Fairman

MEMORANDUM OF UNDERSTANDING MADE THIS 22ND DAY OF SEPTEMBER, 1988, BETWEEN THE METROPOLITAN BOARD OF COMMISSIONERS OF POLICE AND THE METROPOLITAN TORONTO POLICE ASSOCIATION CONCERNING MEMBERS COVERED BY THE UNIFORM AGREEMENT.

LEAVE OF ABSENCE P.A.O.

The Board shall provide for a leave of absence with pay for a total of 10 duly elected delegates from the Association to attend The Annual Conference of the Police Association of Ontario. (10 delegates in total under all Collective Agreements.)

METROPOLITAN BOARD OF
COMMISSIONERS OF POLICE

June Rowlands

Jane Pepino

Dennis Flynn

Norman Gardner

Ben Gryz

Roy Williams

Stan Makuch

METROPOLITAN TORONTO POLICE
ASSOCIATION

Paul Walter

Ed de Silva

Colin Ewing

Don Courts

Dennis Ewaniuk

Al Olsen

Jack Ritchie

John Brynildsen

Doug Corrigan

Paula Fairman

MEMORANDUM OF UNDERSTANDING MADE THIS 22ND DAY OF SEPTEMBER, 1988, BETWEEN THE METROPOLITAN BOARD OF COMMISSIONERS OF POLICE AND THE METROPOLITAN TORONTO POLICE ASSOCIATION CONCERNING MEMBERS COVERED BY THE UNIFORM AGREEMENT.

DENTAL PLAN AND EXTENDED HEALTH PLAN

- 71-2
- (a) The Dental Plan to be amended effective May 1, 1984 to provide an ~~orthodontic benefit~~ at 50% co-insurance, \$1,000 max./year, \$3,000 max./lifetime for each insured member and dependent.
 - (b) The vision care provision of the Extended Health Plan (Major Medical) to be amended effective May 1, 1984 to provide a maximum of \$75.00 per two years instead of \$50.00 per two years.
 - (c) Effective from January 1, 1984
 - (i) The members' full share of the Unemployment Insurance Commission premium rebates (which the Association on behalf of its members hereby agrees should be directed to the Board) shall be fully utilized to provide in part the cost of the orthodontic and improvement in the vision care benefits.
 - (ii) The remaining costs of the above benefits not met by clause (c)(i) hereof shall be paid from members' Unemployment Insurance premium rebates balance held in the Central Sick Leave Bank clause 12:11(e)(i)(ii) and such provision shall be amended to so provide.
 - (d) Effective October 1, 1985, the policy for the insurance coverage provided under clause 11:03 will be amended to provide that semi-private ward level coverage will include members on Workers' Compensation.
 - (e) Effective October 1, 1985, the policy for insurance coverage provided under Clause 11:04 will be amended to provide for the services of a licensed clinical psychologist - tip to \$70.00 for the first visit and \$40.00 for each subsequent visit, up to a maximum of \$600.00 per person per calendar year.
 - (f) Effective January 1, 1988, the \$1,000 annual maximum for covered dental service for active members shall be increased to \$1,500.
 - (g) Effective April 1, 1988 the insurance policy to be amended to provide the following:
 - (i) Hearing Aid maximum increased to \$500.00 per calendar year.

- (ii) For contact lenses, eyeglass lenses and frames for such lenses (recommended by an optometrist), the maximum amount payable per person is **\$125.00** during any **24** consecutive months.
- (iii) Licensed speech therapist up to **\$250.00 per person** per calendar year.
- (iv) Licensed psychologist up to **\$75.00** per visit up to **\$750.00** per person per calendar year.
- (v) For surgery performed by a podiatrist up to **\$250.00** per person per calendar year.
- (vi) Licensed chiropractor up to **\$20.00** per visit.

METROPOLITAN BOARD OF
COMMISSIONERS OF POLICE

June Rowlands
Jane Pepino
Dennis Flynn
Norman Gardner
Ben Gryg
Roy Williams
Stan Makuch

METROPOLITAN TORONTO POLICE
ASSOCIATION

Paul Walter
Ed de Silva
Colin Ewing
Don Courts
Dennis Ewanjuk
Al Olsen
Jack Ritchie
John Brynildsen
Doug Corrigan
Paula Fairman

MEMORANDUM OF UNDERSTANDING MADE THIS 22ND DAY OF SEPTEMBER, 1988, BETWEEN THE METROPOLITAN BOARD OF COMMISSIONERS OF POLICE AND THE METROPOLITAN TORONTO POLICE ASSOCIATION CONCERNING MEMBERS COVERED BY THE UNIFORM AGREEMENT.

For the purposes of the Dispute Resolution Process and in particular paragraphs (c) and (h) of clause 26:02, the Selector shall be Owen B. Shime, Q.C., who shall continue until the parties agree to his replacement, or he declines, or is unable to act.

METROPOLITAN BOARD OF
COMMISSIONERS OF POLICE

METROPOLITAN TORONTO POLICE
ASSOCIATION

June Rowlands

Paul Walter

Jane Pepino

Ed de Silva

Dennis Flynn

Colin Ewing

Norman Gardner

Don Courts

Ben Grys

Dennis Ewaniuk

Roy Williams

Al Olsen

Stan Makuch

Jack Ritchie

John Brynildsen

Doug Corrigan

Paula Fairman

MEMORANDUM OF UNDERSTANDING MADE ~~THIS~~ 22ND DAY OF SEPTEMBER, 1988, BETWEEN ~~THE~~ METROPOLITAN BOARD OF COMMISSIONERS OF POLICE AND THE METROPOLITAN ~~TORONTO~~ POLICE ASSOCIATION CONCERNING MEMBERS COVERED BY THE UNIFORM AGREEMENT.

PENSION

On the condition that "past service" (as defined below) can be treated as "credited service" under O.M.E.R.S. and that there is no cost whatsoever to the Board or the Municipality in the member purchasing such past service, the Board agrees to endeavour to obtain from O.M.E.R.S. as soon as possible for members applying pursuant to the procedures and time limits established by O.M.E.R.S. and/or the Board, O.M.E.R.S. Supplemental Optional Service coverage for a member's past service as follows:

- (i) "optional service" as defined in the O.M.E.R.S. Act including "war service" as also defined in the Act; and
- (ii) police service in one of the Commonwealth countries to the extent that such can be legally obtained as a matter of right under the O.M.E.R.S. act and Regulations.

METROPOLITAN BOARD OF
COMMISSIONERS OF POLICE

METROPOLITAN TORONTO POLICE
ASSOCIATION

June Rowlands

Paul Walter

Jane Pepino

Ed de Silva

Dennis Flynn

Colin Ewing

Norman Gardner

Don Courts

Ben Grys

Dennis Ewaniuk

Roy Williams

Al Olsen

Stan Makuch

Jack Ritchie

John Brynildsen

Doug Corrigan

Paula Fairman

MEMORANDUM OF UNDERSTANDING MADE THIS 22ND DAY OF SEPTEMBER, 1988, BETWEEN THE METROPOLITAN BOARD OF COMMISSIONERS OF POLICE AND THE METROPOLITAN TORONTO POLICE ASSOCIATION CONCERNING MEMBERS COVERED BY THE UNIFORM AGREEMENT.

PENSIONS

The Pension settlement is hereto attached as Appendix "A" and forms part of the 1988 Collective Agreement.

METROPOLITAN BOARD OF
COMMISSIONERS OF POLICE

METROPOLITAN TORONTO POLICE
ASSOCIATION

June Rowlands

Paul Walter

Jane Pepino

Ed de Silva

Dennis Flynn

Colin Ewing

Norman Gardner

Don Courts

Ben Gryg

Dennis Ewaniuk

Roy Williams

Al Olsen

Stan Makuch

Jack Ritchie

John Brynildsen

Dour: Corrigan

Paula Fairman

MEMORANDUM OF UNDERSTANDING MADE THIS 22ND DAY OF SEPTEMBER, 1988, BETWEEN THE METROPOLITAN BOARD OF COMMISSIONERS OF POLICE AND THE METROPOLITAN TORONTO POLICE ASSOCIATION CONCERNING MEMBERS COVERED BY THE UNIFORM AGREEMENT.

The Board undertakes to endeavour to obtain effective January 1, 1988 from O.M.E.R.S. for an officer covered by O.M.E.R.S., "credited service" under O.M.E.R.S. for the officer's past credited service for the Board in a civilian capacity, including cadet service, on the basis of normal retirement age of 60 rather than 65, on the following conditions that the member

- (i) pays 50% of the cost of such past service, as determined and estimated by O.M.E.R.S., to the Board and/or O.M.E.R.S.;
- (ii) applies to purchase such past service pursuant to procedures and time limits established by O.M.E.R.S. and/or the Board;
- (iii) has contributed to O.M.E.R.S. for such past civilian service on the basis of normal retirement age of 65.

METROPOLITAN BOARD OF
COMMISSIONERS OF POLICE

June Rowlands

Jane Pepino

Dennis Flynn

Norman Gardner

Ben Gryg

Roy Williams

Stan Makuch

METROPOLITAN TORONTO POLICE
ASSOCIATION

Paul Walter

Ed de Silva

Colin Ewing

Don Courts

Dennis Ewaniuk

Al Olsen

Jack Ritchie

John Brynildsen

Doug Corrigan

Paula Fairman

LETTER OF AGREEMENT MADE THIS 22ND DAY OF SEPTEMBER, 1988, BETWEEN THE METROPOLITAN TORONTO BOARD OF COMMISSIONERS OF POLICE AND THE METROPOLITAN TORONTO POLICE ASSOCIATION CONCERNING MEMBERS COVERED BY THE UNIFORM COLLECTIVE AGREEMENT.

COMPRESSED WORK WEEK

The Compressed Work Week Committee will continue to meet to consider Association proposal for extension of the C.W.W. to members assigned to 2-or 3-shift, 7-day operations.

This Committee will also consider the Board proposal for modification or elimination of long blocks of days off in the C.W.W. cycle.

Either party may require that an external person act as Chairman of the Committee, the costs to be shared equally between the parties. In the event the parties cannot agree on the person to be appointed, they will request Mr. Owen Shime, Q.C., to make the selection.

METROPOLITAN BOARD OF
COMMISSIONERS OF POLICE

June Rowlands

Jane Pepino

Dennis Flynn

Norman Gardner

Ben Gryg

Roy Williams

Stan Makuch

METROPOLITAN TORONTO POLICE
ASSOCIATION

Paul Walter

Ed de Silva

Colin Ewing

Don Courts

Dennis Ewaniuk

Al Olsen

Jack Ritchie

John Brynildsen

Doug Corrigan

Paula Fairman

LETTER OF AGREEMENT MADE THIS 22ND DAY OF SEPTEMBER, 1988,
BETWEEN THE METROPOLITAN TORONTO BOARD OF COMMISSIONERS OF
POLICE AND THE METROPOLITAN TORONTO POLICE ASSOCIATION CON-
CERNING MEMBERS COVERED BY THE UNIFORM COLLECTIVE AGREE-
MENT.

The Compressed Work Week Committee will continue to meet to
consider Association proposal for extension of the C.W.W. to members in
the following areas or locations:

C.O. Bick College
Public Complaints Investigation Units
1300 Yonge Street

Either party may require that an external person act as Chairman of the
Committee, the costs to be shared equally between the parties. In the
event the parties cannot agree on the person to be appointed, they will
request Mr. Owen Shime, Q.C. to make the selection.

METROPOLITAN BOARD OF
COMMISSIONERS OF POLICE

METROPOLITAN TORONTO POLICE
ASSOCIATION

June Rowlands

Paul Walter

Jane Pepino

Ed de Silva

Dennis Flynn

Colin Ewing

Norman Gardner

Don Courts

Ben Gryg

Dennis Ewaniuk

Roy Williams

Al Olsen

Stan Makuch

Jack Ritchie

John Brynildsen

Doug Corrigan

Paula Fairman

LETTER OF AGREEMENT MADE THIS 22ND DAY OF SEPTEMBER, 1988, BETWEEN THE METROPOLITAN TORONTO BOARD OF COMMISSIONERS OF POLICE AND THE METROPOLITAN TORONTO POLICE ASSOCIATION CONCERNING MEMBERS COVERED BY THE UNIFORM COLLECTIVE AGREEMENT.

REVISED SHIFT SCHEDULE - C.I.B.

As contemplated by the parties in their Accord for a Revised Shift Schedule for C.I.B. members in 3 District, a committee representative of the parties will meet as soon as the parties have assessed the results of the pilot study in 3 District for the purpose of considering the possible implementation of a Revised Shift Schedule in all Districts.

Implementation would be on a district by district basis according to a timetable to be agreed on by the parties but with a target date for a second district of January 23, 1989 and thereafter as soon as the terms of an accord on revised shift schedule for each district can be agreed to by the parties. If difficulties arise the parties may obtain the assistance of a neutral chairman as provided under the Compressed Work Week Agreement (Item 19 of the Agreement dated June 11, 1987 between the parties).

**METROPOLITAN BOARD OF
COMMISSIONERS OF POLICE**

June Rowlands

Jane Pepino

Dennis Flynn

Norman Gardner

Ben Gryz

Roy Williams

Stan Makuch

**METROPOLITAN TORONTO POLICE
ASSOCIATION**

Paul Walter

Ed de Silva

Colin Ewing

Don Courts

Dennis Ewaniuk

Al Olsen

Jack Ritchie

John Brynildsen

Doug Corrigan

Paula Fairman

LETTER OF AGREEMENT MADE THIS 22ND DAY OF SEPTEMBER, 1988, BETWEEN THE METROPOLITAN TORONTO BOARD OF COMMISSIONERS OF POLICE AND THE METROPOLITAN TORONTO POLICE ASSOCIATION CONCERNING MEMBERS COVERED BY THE UNIFORM COLLECTIVE AGREEMENT.

PILOT PROJECT ON REVISED C.W.W.

A Committee representative of the Board and of the Association will meet to consider and make recommendations on the Board proposals to amend the Uniform Accord and on the possible implementation of a Pilot Project in 1 District with a revised schedule of hours of work.

The purpose of the study is to examine Management's concern that there is excessive time taken in responding to calls for police assistance, particularly between the hours of 03:00 p.m. and 07:00 p.m. and between the hours of 03:00 a.m. and 05:00 a.m.

The Committee will report by June 30th, 1988.

**METROPOLITAN BOARD OF
COMMISSIONERS OF POLICE**

**METROPOLITAN TORONTO POLICE
ASSOCIATION**

June Rowlands

Paul Walter

Jane Pepino

Ed de Silva

Dennis Flynn

Colin Ewing

Norman Gardner

Don Courts

Ben Grys

Dennis Ewaniuk

Roy Williams

Al Olsen

Stan Makuch

Jack Ritchie

John Brynildsen

Doug Corrigan

Paula Fairman

LETTER OF AGREEMENT MADE THIS 22ND DAY OF SEPTEMBER, 1988, BETWEEN **THE** METROPOLITAN TORONTO BOARD OF COMMISSIONERS OF POLICE AND THE METROPOLITAN TORONTO POLICE ASSOCIATION CONCERNING MEMBERS COVERED BY THE UNIFORM COLLECTIVE AGREEMENT.

PROMOTIONAL PROCEDURE

Promotional procedure will be the subject **of** continuing study by the Promotional Procedure Committee. Either party may agree to use an external person as Chairman **of** the Committee, the costs **to** be shared equally between the parties. In the event the parties cannot agree on the person **to** be appointed, they will request Mr. Owen Shime, Q.C., to make the selection.

This Letter of Agreement is without prejudice to any objection by the Board concerning the negotiability and arbitrability **of** promotional procedures.

METROPOLITAN BOARD OF
COMMISSIONERS OF POLICE

METROPOLITAN TORONTO POLICE
ASSOCIATION

June Rowlands

Paul Walter

Jane Pepino

Ed de Silva

Dennis Flynn

Colin Ewing

Norman Gardner

Don Courts

Ben Gryns

Dennis Ewaniuk

Roy Williams

Al Olsen

Stan Makuch

Jack Ritchie

John Brynildsen

Doug Corrigan

Paula Fairman

LETTER OF AGREEMENT MADE THIS 22ND DAY OF SEPTEMBER, 1988, BETWEEN THE METROPOLITAN TORONTO BOARD OF COMMISSIONERS OF POLICE AND THE METROPOLITAN TORONTO POLICE ASSOCIATION CONCERNING MEMBERS COVERED BY THE UNIFORM COLLECTIVE AGREEMENT.

COMMONWEALTH POLICE SERVICE

A member enrolled in the Police Benefit Fund, (the P.B.F.), as of March 19, 1988 may elect in accordance with the provision set out herein to establish credited service in the P.B.F. in respect to Commonwealth Police Service.

Commonwealth Police Service is defined as police service as a police officer in a country which as of the date of his/her service was a member of the Commonwealth. Such service is to be certified in writing by the Chief of Police of the Police Force involved.

Within six months of ratification of this settlement, a member who is eligible to purchase Commonwealth Police Service must submit in writing his/her intention to purchase service advising of the service period he/she wishes to purchase.

A member who makes an election to purchase such service or part thereof shall pay into the Fund the amount the Actuary certifies as necessary to purchase such service without cost to the members of the Fund, the Board or the Municipality of Metropolitan Toronto.

Within six months of being advised of the cost to purchase the period of service, the member must make the decision to purchase or not to purchase such service.

The amount to be paid into the fund by a member may be paid in equal instalments by payroll deduction not to exceed 24 months.

METROPOLITAN BOARD OF
COMMISSIONERS OF POLICE

METROPOLITAN TORONTO POLICE
ASSOCIATION

June Rowlands

Paul Walter

Jane Pepino

Ed de Silva

Dennis Flynn

Colin Ewing

Norman Gardner

Don Courts

Ben Gryz

Dennis Ewaniuk

Roy Williams

Al Olsen

Stan Makuch

Jack Ritchie

John Brynildsen

Doug Corrigan

Paula Fairman

THE BOARD ADVISES THE POLICE ASSOCIATION OF ITS POLICY ON THE FOLLOWING MATTERS NOT INTENDED TO BE COVERED BY THE COLLECTIVE AGREEMENT:

1. ANNUAL EVALUATIONS:

If a member so requests he/she shall, when counselled, be shown his/her Annual Evaluation including the Counsellor's comments.

The member, within ten days of being counselled, may respond in writing to such evaluation.

Where a member responds to such evaluation, the response is to be attached to the said evaluation.

2. RESIGNATIONS:

A member, within 48 hours (excluding Saturday or Sunday) of submitting a written resignation may request the Chief of Police, either directly or through the Association, to withdraw said resignation. The Chief of Police, after investigation, will determine the matter.

3. PERSONNEL FILES:

The member's Divisional file will be made available to the member for reviewing prior to being counselled and on special request, not to exceed once per year, through the Unit Commander.

LETTERS OF INTENT

4. UNIFORM AND EQUIPMENT:

Uniform and equipment will be the subject of continuing study by the Clothing and Equipment Committee.

5. EDUCATION LEAVE:

Leave of absence without pay and benefits and without loss of seniority the member held at the commencement of the leave may be provided to any member for the purpose of obtaining a university degree provided that:

- 62 B-3
- (i) the member has obtained some of the credits for the degree during his/her off duty hours;
 - (ii) the degree can be obtained in no more than two years of full time study;

- (iii) there is no obligation to provide and no restriction on providing employment **to** the member during such leave of absence;
- (iv) the degree would, in the opinion **of** the Board, be **of** value to his/her future police work;
- (v) such leave **to** obtain any one degree may only be requested once during an officer's career;
- (vi) the educational costs to be borne by the member.

6. EXTENDED LEAVE:

The Board ~~will develop a policy~~ on extended leave of absence for members ~~requesting such leave to~~ be on a deferred salary basis, with the details of the Plan **to** be worked out by the Parties, including: that the principal purpose of the leave will **NOT** be gainful employment outside the Unit; that the member, prior to such application, must be a First Class Constable or higher rank; that the member be paid **80%** of the basic salary of his/her rank and **to** forego **20%** of the basic salary of his/her rank for each of the 4 years during which he/she ~~is~~ not on leave of absence and that such leave of absence will take place in the fifth year; and that the salary may be 3 years deferred over 4 years, with the appropriate percentage change.

If, during the leave, a member wishes to undertake secondary employment, he/she will be required to seek permission of the Chief in accordance with the regulations of the Force. A leave of absence granted under this policy will not exceed one year (365 calendar days) **and** at any one time, no more than ten members **of** the uniform group can be on such leave.

The amount of Income Tax to be deducted is dependent upon the Board receiving a ruling **to** the satisfaction of the Metropolitan Toronto Solicitor from Revenue Canada that the income deferral scheme contemplated hereby is not unlawful and is acceptable to Revenue Canada **and** that the amount of Income Tax to be deducted may be computed on the actual amount paid to the member.

The member can maintain coverage under Article 11 during his/her period of absence, by making arrangement to reimburse the Board for the required premium contributions.

7. WORKERS' COMPENSATION:

The Commission would take the position that any member who is injured while performing his/her duty **as** a police officer off shift should be covered by Workers' Compensation.

8. APPEARANCE REGULATION:

A committee comprising three members of the Association and three members representing the Commission shall study and make recommendations to the Parties on or before October 1, 1986 respecting the appearance regulation.

9. LOCKER INSPECTION:

The Chief of Police to issue a directive concerning locker inspection as follows:

"A member shall be given a reasonable Opportunity to be present during the routine inspection of his/her locker."

10. ORIENTATION PROGRAM:

The Chief of Police will direct the Employment Office to ensure that in any orientation program for members the Association shall be afforded the opportunity to participate in such program.

11. AIR CONDITIONING:

As a matter of policy, the Board will provide air conditioning in future purchases of marked patrol cars and radar cars.

12. SICK BANK:

The members of the Force presently receive a statement of their Sick Bank status as of December 31st each year. Members in the future will receive a statement of their Sick Bank status on or around June 30th, and December 31st, each year.

The Chief of Police will direct that Unit Commanders have available on or around June 30th and December 31st a sick leave record of each member in the Unit so that members may reconcile their Sick Bank Status Statements.

13. REGULATION COMMITTEE

The parties agree that the Regulation Committee shall discuss the Metropolitan Toronto Police Regulations with a view to updating them or amending or adding to them for purposes of clarification. Such discussion is without prejudice to the Board's position on the negotiability and arbitrability of Board regulations. Meetings are to be held once each month and to be concluded by October 31st, 1987, with any unanimous recommendations of the Committee being submitted to the Board and the Association. At least two weeks prior to a meeting, the Association to submit in writing the Board regulation(s) of concern

and the amendment(s) it desires to discuss at said meeting. The Board representatives will advise the Association in writing two weeks prior to a meeting of any regulation(s) it desires to discuss at said meeting.

14. FACILITIES:

The concerns of the Association regarding parking, rest areas, lockers, showers, and physical fitness facilities will be referred to a committee of two representatives of Management and two representatives of the Association, in an effort to develop general criteria for future facilities for the guidance of Metropolitan Toronto Parks and Property.

It is understood that the plans for Headquarters, 53 Division (including 5 District Headquarters), the Marine Unit at Rees Street, and the Satellite stations at Humber Bay and Bluffers Park facilities are already finalized or substantially completed.

15. PLAINCLOTHES AND TRAINING CONSTABLE:

The letter of November 26, 1984, from the Executive Secretary of the Board to Mr. Paul Walter, concerning Plainclothes and Training Constable allowance, is withdrawn.

16. REGULATIONS:

The parties agree to continue discussions on the Board's regulations without prejudice to the Board's position on the negotiability and arbitrability of any or all of the Association proposals set out in their letters of December 28, 1983 and January 10, 1984. Meetings are to be held two times each month and to be concluded by October 31st, 1986, with any unanimous recommendations of the Committee being submitted to the Board and the Association.

17. AUXILIARY POLICE

The Commission/Association Committee to meet in an effort to address Association concerns regarding Auxiliary Police functions vis a vis police functions.

18. LEGAL INDEMNIFICATION

1. The Board has adopted a policy which permits a member who may be eligible for indemnification under Article 23 of the Agreement to apply for funds to provide his counsel with a retainer if one is required which application may be made on the following basis:

- (i) where the need for legal counsel arises because a criminal charge has been laid against the member after the arrest

and/or charging of someone in connection with acts leading to that arrest and/or charge, or where the need for legal counsel arises under 23.06(b) of the Agreement;

- (ii) the funds applied for do not exceed the greater of \$2,000 or 25% of the retainer based on the necessary and reasonable legal costs which in the event of dispute shall be determined by the Metropolitan Solicitor (if the retainer increases over time, the member may apply for additional funds within the terms of this Policy);
- (iii) where the actions of the member do not appear to be covered by Article 23:03 of the Agreement; and
- (iv) where the member undertakes to indemnify the Board for such funds if the member is not entitled to indemnification under Article 23 in a manner and form satisfactory to the Metropolitan Solicitor.

- 2. If the Chief or Chief's delegate is to recommend to the Board that the retainer provided in 1(ii) not be provided the Association shall be informed so that they may make written representations to the Board before a final decision is made.

19. UNIFORM AND EQUIPMENT

The Uniform and Equipment Committee shall study the following items and make recommendations to the parties:

- (i) The redesign of uniform members' spring and fall jackets;
- (ii) the redesign of female uniform members' hats;
- (iii) the provision to uniform members of clipboards, briefcases and improved flashlights;

20. V.D.T.'S

A Committee comprising two representatives appointed by the Association and two representatives appointed by the Board shall study the effects of VDTs on individuals using them on a regular daily basis, and make recommendations to the parties.

21. SMOKING IN THE WORK PLACE

The Committee comprising of two representatives appointed by the Association, and two representatives appointed by the Board, shall continue to study the issue of smoking in the work place and shall make recommendations to the parties.

22. VACATION DRAW

A member in scheduling his/her vacation period may indicate separately in the space provided his/her scheduled days off prior to and following the vacation period on the Confidential **Instructions for Crown Counsel** (Dope Sheets) and on Court Attendance while on Annual Leave form (MTP 205).

Where the Monday Tour of Duty during the **third** week of the Compressed **Work** Week Cycle is taken as an assigned day off, it **shall** be deemed to be a scheduled day off for the purposes hereof.

Members designated to attend Minor Traffic Court during the member's scheduled days off prior to and following said vacation period may request of his/her Unit Commander that he/she be exempted from such appearance. Should the exemption not be granted the Unit Commander's determination may be appealed to the Chief of Police through the appropriate Deputy Chief.

A court appearance on scheduled days off prior to and following the vacation period shall not be considered as vacation for the purpose of clause 5.04(d) of the Agreement.

23. FITNESS FACILITIES

200-1

To **offset** the cost of equipment for fitness facilities, the Board will endeavour to obtain the maximum amount of government funding possible. The balance of the cost will be shared according to the Board's current policy: 1/3 payable by the Board, 1/3 payable by the M.T.P.A.A.A. (assuming the M.T.P.A.A.A. agrees), and 1/3 payable by the members.

24. COMMUNICABLE DISEASES

A Committee comprising of two representatives appointed by the Association and two representatives appointed by the Board shall study the issue of communicable diseases and shall make recommendations to the parties regarding procedures to be used by members when dealing with persons suffering from, or suspected of suffering from, communicable diseases.

25. BILL OF RIGHTS

A Committee comprised of 3 members representing the Board and 3 members representing the Association shall review the "Bill of Rights for Police Officers" which was proclaimed by the Board on June 3, 1982 at a time when the Metropolitan Police Force Complaints Project A 1981 was in force. The purpose of the Committee's review is to examine the Bill of Rights in light of the current legislative framework under the Metropolitan Toronto Police Force Complaints Act, 1984 with a view to making recommendations to the parties concerning (i) any item within the

Bill of Rights which needs to be updated, amended or deleted and
(ii) any item which needs to be added to the Bill of Rights.

The Bill of Rights currently reads as follows:

- (a) An officer ~~against~~ whom a complaint ~~is~~ received shall be advised of the substance of the complaint ~~as soon as~~ possible. The only justified reason for delay is if it would jeopardize the conduct of the investigation.
- (b) Each officer shall be advised of the status of the complaint within thirty days of its reception and shall be provided with interim reports ~~as~~ prescribed. He shall be provided with the final investigation report when it is completed.
- (c) The police officer concerned ~~shall~~ not be required to give evidence at a ~~disciplinary~~ hearing nor shall any statement or answer required to be given by him in respect of the complaint ~~made~~ against him be admitted in evidence ~~at~~ the hearing except with his consent.
- (d) No reference to a disciplinary hearing shall be made in the personal record of the police officer concerned, unless the Hearing Body had made a finding of misconduct by the police officer.
- (e) No reference ~~shall~~ be made in the personal record of a police officer to a complaint resolved informally.
- (f) Statements obtained in the course of the investigation ~~into~~ a citizen's complaint shall only be admissible on a hearing under the Metropolitan Police Force Complaints Project Act or the Police Act and not in any civil ~~suit~~ or proceeding.
- (g) Officers against whom complaints have been made have a right to an Association representative being present during any investigation of these officers.
- (h) Officers against whom complaints have been made have a right to counsel, Association representation or other agent during any hearing that results from that investigation.
- (i) All allegations against police officers arising out of citizens' complaints must be proven beyond a reasonable doubt.
- (j) The police officer shall be afforded an opportunity to examine before the hearing any written or documentary evidence that will be produced or any report, the contents of which will be given in evidence ~~at~~ the hearing.
- (k) Officers shall be advised in writing of the findings made on hearings into Complaints against them and of the avenues of appeal open to them where a complaint has been found ~~to~~ be established.

- (l) No notation shall be made on any officer's personal record regarding a complaint unless that complaint is established in accordance with the Principles of Natural Justice.
- (m) No summary discipline shall be meted out to an officer with respect to a complaint unless that complaint is established in accordance with the Principles of Natural Justice.
- (n) No officer shall be permitted to suffer double jeopardy in accordance with the rule of law. Specifically, no officer shall be required to face a disciplinary charge where *the* conduct complained of is identical to that which formed the subject matter of a prosecution in the courts that resulted in an acquittal.
- (o) Wherever a police officer is suspected of or charged with the commission of a criminal offence, he or she shall enjoy exactly the same rights as any other citizen.

26. JOB SHARING

The Part-Time Committee will ~~discuss the feasibility of a job sharing programme to assist members who have difficulty working current work schedules because of personal problems such as child care or elder care.~~

27. RETIREE PENSION INCREASES

The Board and the Association acknowledge that recommendations in respect of increases in and/or improvements to pensions of retirees in the Metropolitan Toronto Police Benefit Fund are to be made to the Executive Committee by the Trustees of the Fund.

28. MATERNITY LEAVE

- (a) Any member on maternity leave on January 28, 1988 shall be entitled to the paid maternity leave benefit awarded by the Burkett panel in respect of that part of the first 17 weeks of maternity leave that falls after January 28, 1988.
- (b) For purposes of clause 7:02, the first 17 weeks of absence by a member on unpaid maternity leave between January 1, 1987 and January 28, 1988 shall not result in any reduction in vacation entitlement in 1988.

APPENDIX "A"

PENSION SETTLEMENT

- .01 Effective the first pay period following ratification of this memorandum of agreement, the pension contributions of members of the pension plan known as the Police Benefit Fund (the "P.B.F.") shall be amended as follows:
- (1) for the benefits in the P.B.F. which are currently the same as OMERS (as more particularly set out in 8.02 (a) and (b) of the current Collective Agreement) each member shall contribute by payroll deduction 8% of his contributory earnings in a pay period reduced by 1/2% of that portion of such earnings in a pay period that, if computed on an annual basis, would not exceed the Y.M.P.E. as defined in the Canada Pension Plan.
 - (2) for all the current benefits in the P.B.F. which are not provided by OMERS each member shall contribute by payroll deduction an additional 1/2 of 1% of his contributory earnings in a pay period. (with appropriate amendment to P.B.F., By-law as required e.g. S.24 (b)).
- .02 A member enrolled in the P.B.F. as of the date of ratification of this memorandum of agreement who, in accordance with the Woolridge decision obtained the right to purchase certain periods of credited service in the P.B.F., shall have the option effective on January 1, 1985 of purchasing an additional period of credited service in the P.B.F. equal to all or part of the excess of the actual amount of cadet or civilian service served with the Metropolitan Toronto Police Force immediately prior to becoming a police officer, over the period of service available to be purchased in accordance with the Woolridge decision, through payment made by such member to the P.B.F., by bi-weekly payments during the period not exceeding one year commencing on January 1, 1985, equal in total to 13 percent of the annual salary rate paid to him on the date he became a police officer multiplied by the years or part years of such additional period of credited service, together with interest compounded annually at 6% per annum from the date he became a police officer to December 31, 1982 and 8% per annum from January 1, 1983 to the date it is entirely paid off.

APPENDIX "A"

A member will indicate in writing to the Board by July 1, 1984, that he may be interested in exercising the option set out above. The Board will notify such member in writing by September 1, 1984 of the amount required to be paid by the member and the member exercising the option must so notify the Board in writing by November 1, 1984, by prepaid registered mail.

- .03 A member enrolled in the P.B.F. as of the date of ratification of this memorandum of agreement and who is listed on the attached listing marked Schedule A, who had a period of at least one month of continuous service commencing prior to January 1, 1962, as a civilian employee with the Metropolitan Toronto Police Force or a Police Force within the Municipality of Metropolitan Toronto, immediately prior to becoming a police officer, shall have the option effective on January 1, 1985 of purchasing a period of credited service in the P.B.F. equal to such period of continuous service, through payment made by such member to the P.B.F. by bi-weekly payments during the period not exceeding one year commencing on January 1, 1985, equal in total to 13 percent of the annual salary rate paid to him on the date he became a police officer multiplied by the years or part years of such period of credited service, together with interest compounded annually at 6% per annum from the date he became a police officer to December 31, 1982 and 8% per annum from January 1, 1983 to the date it is entirely paid off.

Within two months of ratification a member not listed on Schedule "A" who is otherwise eligible under this clause may have his name added to Schedule "A" at which time the list of such eligible members is final. The Board will notify in writing the members listed in Schedule "A", as amended, by September 1, 1984 of the amount required to be paid by the member, and the member exercising the option must so notify the Board in writing by November 1, 1984, by prepaid registered mail.

- .04 The Board and the Association agree that it may be desirable to have the benefits heretofore provided by P.B.F., the administration of such

APPENDIX "A"

benefits, and the provision of future changes to benefits and contributions administered under **the OMERS** Act and Regulations to the extent possible rather than under the **Police Benefit Fund** but have not agreed on the terms and conditions on **which** such transfer may be made. The parties through their bargaining committees will continue to attempt to negotiate a satisfactory basis for such transfer **subject** to the approval of the Board, the Association Bargaining Committee and only with the approval of a majority of the members of the Association who are members of the PBF in which event the collective agreement may be so amended as provided in **s. 7(2)(a)(ii)** of OMERS Regulations.

MEMORANDUM OF UNDERSTANDING MADE THIS 22ND DAY OF SEPTEMBER, 1983, BETWEEN THE METROPOLITAN BOARD OF COMMISSIONERS OF POLICE AND THE METROPOLITAN TORONTO POLICE ASSOCIATION CONCERNING MEMBERS COVERED BY THE UNIFORM AGREEMENT.

The interest arbitration awards dated September 2, 1986 and May 12, 1987 by Mr. O.B. Shime are the subject of applications for Judicial Review by the Association and the Board.

Mr. O.B. Shime awarded the following contractual language.

- (01) There shall be no strike, slowdown or concerted action by members of the Police Force designed to restrict, limit, or curtail the operations of the Police Force for the purpose of compelling the Board to agree to terms or conditions of employment.
- (02) There shall be no lockout of members of the police force, including the closing of a place of employment, a suspension of work or a refusal by the Board to continue to employ, for the purpose of compelling the members of the police force to agree to terms or conditions of employment.
- (03) An alleged breach of clauses (01) and (02) may be referred to arbitration pursuant to s. 33 of the Police Act by the party alleging the breach notifying the other party to the Agreement as provided in s.33. The parties hereby agree that the single arbitrator to hear such grievance shall be one of the Panel provided hereunder (referred to herein as the "Arbitrator").
- (04) Where circumstances warrant, the Arbitrator at the request of one of the parties may issue an interim decision binding on the parties pending a full hearing of the grievance. At the request of the party alleging a breach of clause (01) or (02) for an interim decision pending a full hearing, the Arbitrator shall convene a meeting on not less than 24 hours notice to the parties to the Agreement. After receiving summary representations in accordance with an expeditious procedure determined by the Arbitrator an interim decision may be issued directing what actions, if any, should be taken with respect to the alleged breach. The Arbitrator may dispense with such meeting where in his discretion it is deemed appropriate.
- (05) As soon as convenient to the Arbitrator following the issuance of the interim decision, but in accordance with s. 33 of the Police Act, the Arbitrator shall convene a hearing of the grievance. In his decision after such hearing the Arbitrator may issue such further directions to the parties and/or the members and may award such compensation or such other relief as in his discretion he deems appropriate. So as not to prejudge his decision on the matter until a full hearing is held, the interim decision shall, where practicable, be issued without reasons and shall be non-precedential.
- (06) The parties agree that the Arbitrator shall upon the request of either party after the date, if any, provided in the interim decision for

compliance, file in the Office of the Registrar of the Supreme Court of Ontario a copy ~~of~~ the interim decision ~~as~~ provided in s.33 of the Police Act.

- (07) Within 25 days of the issuance of this award by O.B. Shime, Q.C. the parties shall endeavour to agree to appoint not less than 3 persons to a panel, any one of whom may act as Arbitrator under this Article. If the parties fail to so agree, O.B. Shime, Q.C. or a person designated by him, may make such appointment. The party alleging the breach of (01) or (02) shall select the Arbitrator from the panel commencing with the first named Arbitrator provided that such Arbitrator is available to deal with any request for interim relief as provided hereunder.
- (08) The fees and disbursements of the Arbitrator, including the cost and fees of any interim proceedings, shall be shared equally by the parties to the Agreement.
- (09) Notices under the Article shall be given in writing:

to the Association at:

180 Yorkland Blvd.
WILLOWDALE, Ontario
M2J 1R5
Attention: President

and to the Metropolitan Board of Commissioners of Police at:

40 College Street
TORONTO, Ontario
M5G 1K2
Attention: Secretary

By signing this Memorandum of Understanding, both parties do so without prejudice to their positions on the Judicial Review or subsequent appeals resulting therefrom.

**METROPOLITAN BOARD OF
COMMISSIONERS OF POLICE**

June Rowlands

Jane Pepino

Dennis Flynn

Norman Gardner

Ben Grys

Roy Williams

Stan Makuch

**METROPOLITAN TORONTO POLICE
ASSOCIATION**

Paul Walter

Ed de Siiva

Colin Ewing

Don Courts

Dennis Ewaniuk

Al Olsen

Jack Ritchie

John Brynildsen

Doug Corrigan

Paula Fairman