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| SOURCE | Comm. of Police |
| EFF. | 89/01/01 |
| TERM. | 90/12/31 |
| No. OF EMPLOYEES | 5278 |
| NOM. RE D'EMPLOYÉS | 88 |

UNIFORM COLLECTIVE AGREEMENT

BETWEEN

THE METROPOLITAN TORONTO BOARD
OF COMMISSIONERS OF POLICE

AND

THE METROPOLITAN TORONTO
POLICE ASSOCIATION

NOV - 1 1990

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1989/90 UNIFORM AGREEMENT

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THIS AGREEMENT MADE THIS 26 DAY OF JUNE 1989.

BETWEEN:

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

OF THE FIRST PART,

- a d -

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 recognise 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

- 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.
- (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 or the member shall be credited with one hour at straight time.
- (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.

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- (b) An appearance under subpoena at a Workers' Compensation Board Hearing, Criminal Injury Compensation Board Hearing, Public Inquiries Act Hearing and Coroner's Inquest, or at an administrative tribunal hearing where the testimony he/she is required to give relates to the performance by the member of his/her duties as a police officer but such administrative tribunal shall not include any arbitration under this Agreement or the Police Act or any disciplinary hearing or any Public Complaints Act hearing shall be deemed to be an appearance at Court.

NOTE: There is no intent in paragraph (b) above to alter the compensation practises of officers attending disciplinary hearings or Public Complaints Act hearings.

- (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.
- (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.

Effective April 10, 1989

- (iv) The provision of this clause shall not apply where a member schedules his/her vacation or by agreement with his/her Unit Commander amends his/her vacation period after the member is aware that he/she will or may be required to attend court during such period.

such court appearance will be deemed to be an appearance at court during his/her regular days off. However, if in scheduling the initial vacation a member cannot select a one week period during which he/she has no court appearance during the months of June, July or August, provided the member has enough seniority to so select, the provisions of this clause will still apply.

- (e) 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 callback allowance that would otherwise be payable.

Effective April 10, 1989, a member who is not notified of the cancellation of his/her scheduled court appearance and who attends at his/her unit immediately prior to the court appearance or at court shall be entitled to the appropriate court attendance allowance under this section 5:04.

- (f) Effective April 10, 1989, in lieu of the provisions of Article 5:04(a) a member with a scheduled court appearance within 4 hours of the completion of his/her tour of duty, may elect to remain on duty during such interim period and shall be entitled in respect of the court appearance and interim period (if any) between the court appearance and the tour of duty to payment in accordance with the overtime provisions of Clause 5:03.

A member making such election must advise the officer in charge of his/her election prior to the commencement of his/her tour of duty.

5:05 A member may elect lieu time instead of payment for overtime, including callbacks, in accordance with the following procedure:

- (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 utilised prior to the end of February of the next year. Such request setting out when the excess hours are to be utilised 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 (a) Pay cheques shall be made available to all members in all units not later than 7:00 a.m. on pay day.
- (b) However, effective as soon as administratively possible, for members hired after July 1, 1989 and for other members who so elect, compensation shall be paid by means of an electronic bank deposit to a financial institution of the members' choice provided the institution is a member of the Canadian Payment Association.
- (c) Pay stubs for members on electronic bank deposit shall be made available to all members in all units not later than 7:00 A.M. on payday.

5:10 A member shall receive:

- (a) An additional allowance of ten (effective June 20, 1989, fifteen) cents per hour for all hours work& during a shift which commences after 10:00 a.m. and at or before 6:00 p.m.
- (b) An additional allowance of twenty (effective June 20, 1989 thirty) 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 a.m 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 callback 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 - etc. | 1 hour |

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 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 (a) 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 \$845.00 (effective January 1, 1990 \$900.00) 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.
- (b) A member who purchases plainclothes for an amount greater than that which he/she can claim in a calendar year may carry over the balance and claim it in the next succeeding calendar year provided the total amount in the succeeding calendar year does not exceed the annual maximum allowed for that year.
- 6:02 The clothing expense reimbursement 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 expense reimbursement 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 expense reimbursement 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 | |
| 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;
 - (v) following the completion of twenty-four years of service - 6 weeks vacation. (For the 1990 vacation year, following the completion of 22 years of service.)
- (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 7:04 (a) and (b) above:
- (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 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 7:04 (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 utilised 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

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:

- I / ')
- (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 percent 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) subject to clause 8.04(f) 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 set-vice 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 premium 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.

Effective April 1, 1989

- (iii) With respect to benefits under (c)(i) and (c)(ii)(A) above, if the retiree member dies or receives such benefits until age 65 and dies thereafter, 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, 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).
- (iii) For members retiring on or after April 1, 1989, who qualify for early retirement and an unreduced pension under the Benefit Fund or OMERS Plan and
 - (I) who have no less than 30 years of credited service or
 - (II) whose combination of years of age and years of credited service is not less than a total of 85 or
 - (III) who are on disability pension,

the Board shall pay 100% of the cost of premiums for semi-private (11:03) and dental benefits (11:06) until the member reaches 65 years of age, but in no event to exceed a period of 180 months for those to whom (I) and (II) above apply.

- (e) Effective for members retiring on or after January 1, 1989, and notwithstanding 8:04(a)(iv), the semi-private, comprehensive medical and dental insurance coverage will be extended to an invalid dependent child of the member (as defined in the applicable insurance contract) provided that:
 - (i) The member (or spouse) remains covered under the terms of 8:04 and
 - (ii) such benefits are not available to the dependent child from another source without cost to the member.
- (f) Effective April 1, 1989, for retired members or their surviving spouses if entitled under Clause (c)(iii) above, who reside outside Ontario but elsewhere in Canada (or who, having retired in Ontario, subsequently move their residence outside Ontario but elsewhere in Canada) the following shall apply:
 - (i) The member or his/her surviving spouse if entitled to under Clause (c)(iii) above, shall be reimbursed by the Board for the premium cost, if any, paid by him/her to obtain provincial/territorial medicare coverage but the amount of such reimbursement shall

not exceed the amount of the premium which would have been paid to obtain equivalent OHIP coverage had the member resided in Ontario; and

- (ii) In respect of all insurance coverages under clause 8:04, other than OHIP, the member shall be entitled to the benefits thereof only to the extent that equivalent benefits thereunder are not available to the retiree or his/her surviving spouse if entitled under Clause (c)(iii) above, under the provincial/territorial medicare plan in the province/territory in which the retiree or his/her spouse resides.
- (g) Effective April 1, 1989, upon termination of a period of ineligibility resulting from the fact that some or all of the coverage is provided at a retired member's or retired member's spouse's place of employment, the retired member may apply or re-apply for all or the remainder of the benefits under this clause 8:04, to which he/she is entitled.

ARTICLE 9 -- STATUTORY HOLIDAYS

9:01 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.
- (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 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 9:05 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.
- 11:02 he Board shall pay one hundred percent of the Single Premium or the Family Premium, as the case may be, for any such member who is eligible for am-1 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 percent of the Single Premium or the Family Premium, as the case may be, for such plan.

(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 percent of the Single Premium or the Family Premium, as the case may be, for such plan.

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.

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

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

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.

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

(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.

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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 seventeen (17) consecutive 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.

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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 cm 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 12:01(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 convened 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 $66 \frac{2}{3}\%$ 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 premium, 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) 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).

Effective June 20, 1989, 100% of the required premiums under 11:02, 11:03, 11:04 and 11:06 shall be paid by the Board from the Bank.

(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% (effective June 20, 1989 1/6 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 claim 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 be 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.

This clause shall not apply to a disability suffered by members of the Association's Board of Directors when the "other employment" is with the Association.

12:13 Effective April 1, 1989, whenever the Board requires a member to furnish a medical report on its prescribed form, the Board will reimburse the member for up to \$10.00 of the medical practitioner's charge, if any, for providing such form.

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:

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(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 $1\frac{1}{2}$ 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/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 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:

- (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:

COLUMN 1 - SERVICE REQUIREMENT

COLUMN 2 - PERIOD

| | |
|--|-----------------------|
| 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 authorised 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 of 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.
- (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.

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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. Rick 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.
- Effective January 1, 1990, for a member with twelve consecutive months in the positions referred to in (i) and (ii) above, the salary shall be the salary of his/her rank plus 6.5% 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.
- (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% or 6.5% payment, as applicable, 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 expense reimbursement 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 expense reimbursement. 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.
- (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, child, brother, sister, spouse, nether-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.
- (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 step-sibling 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.

- 17:03 (a) (i) Maternity Leave without pay shall be in accordance with Part IX of the Employment Standards Act of Ontario, except that a member commencing such leave 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. In respect of the two (2) week waiting period, the member shall be paid 75% of her regular weekly earnings. "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. (Any changes to paid Maternity Leave under Civilian Metro Police Agreements during the term of the this Agreement shall be extended to Uniform Agreement.)
- (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.
- (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.
- (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.

- (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).
 - (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) 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.
- 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 re-imburse 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 missions of, a member in the performance of his/her duties on behalf of the Association during such leave of absence.
- 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 and 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.
- 17:08 Effective March 28, 1989, subject to the requirements of the service, a Unit Commander shall permit a member holding the position of Monitor in the Association lieu time off on a tour of duty to attend an Association meeting.

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: *C. B. (*
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. *270)*
- (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. *26 p.)*
- (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 & 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.

ARTICLE 21 - COLLEGE TRANSPORTATION ALLOWANCE

- 21:01 (a) 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.
- (b) Members travelling to and/or from the Ontario Police College at Aylmer during off-duty hours will receive a four hour lieu time credit for each course; members travelling to and/or from the College at Ottawa during off duty hours will receive an eight hour lieu credit for each course.

This credit will not apply to attendance in respect of the Probationary Constables Course or its equivalent, nor to a member seconded to the 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 Ward 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 authorised 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.

- 23:10 For the purpose of Clause 23:01 (b), 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 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

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

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| | |
|---|-------------------|
| 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, 1989, until December 31, 1990, 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, 1990 that it desires to bargain for a new Agreement or amendments to the existing Agreement. Within fifteen days from 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 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 chairperson.
- (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 chairperson within fifteen days from the naming of the nominee referred to in (ii) above, or the chairperson is unable or unwilling to act, the appointment of a nominee or a chairperson 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 chairperson 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 chairperson 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 chairperson, 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 chairperson shall be the decision of the Board. The fees and expenses of the chairperson 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 _____

Norman Gardner _____

Alan Tonks _____

Derwyn Shea _____

Roy Williams _____

Stanley Makuch _____

Susan Eng _____

**METROPOLITAN TORONTO POLICE
ASSOCIATION**

Art Lymer _____

Ed de Silva _____

Colin Dwing _____

Don Courts _____

Stewart Walker _____

Cord Trotter _____

Henry McKinstry _____

Val Johnston _____

Doug Corrigan _____

John Angrove _____

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 1989</u> | <u>JULY 1 1989</u> | <u>JAN 1 1990</u> | <u>JULY 1 1990</u> |
|-----------------|--------------------------|---------------------|-----------------------|------------------------|-----------------------|------------------------|
| Constable | 40 | | | | | |
| 4th Class** | | -- | 29,333 | 29,890 | 31,384 | 31,999 |
| 4th Class | | 70 | 30,800 | 31,385 | 32,955 | 33,601 |
| 3rd Class | | 80 | 35,200 | 35,869 | 37,662 | 38,401 |
| 2nd Class | | 90 | 39,600 | 40,352 | 42,370 | 43,201 |
| 1st Class | | 100 | 44,000 | 44,836 | 47,078 | 48,001 |
| Sergeant | 40 | 113.0 113.5 | 49,720 | 50,665 | 53,434 | 54,481 |
| Staffsergeant | 40 | 123.75 124.5 | 54,450 | 55,485 | 58,612 | 59,761 |

* 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.

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

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 | - \$515 per annum |
| Upon completion of 30 year 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.

MEMORANDUM OF UNDERSTANDING MADE THIS 26th DAY OF JUNE, 1989 BETWEEN THE METROPOLITAN BOARD OF COMMISSIONERS OF POLICE AND THE METROPOLITAN TORONTO POLICE ASSOCIATION CONCERNING MEMBERS COVERED BY THE UNIFORM COLLECTIVE AGREEMENT.

PROBATIONARY CONSTABLES

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 deem 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 wishes) 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
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Susan Eng

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ASSOCIATION

Art Lyner

Ed de Silva

Colin Ewing

Don Courts--

Stewart Walker

Gord Trotter-

Henry McKinstry

Val Johnston

Doug Corrigan

John Angrove

MEMORANDUM OF UNDERSTANDING MADE THIS 26TH DAY OF JUNE, 1989, 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 this 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
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MEMORANDUM OF UNDERSTANDING MADE THIS 26th DAY OF JUNE, 1989, 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

35/1

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);
5. Accords on Revised Shift Schedule for C.I.B. Members in 3 District, 14 Div, 52 Div and 55 Div (Pilot Projects).
6. Accords on Revised Shift Schedule for Emergency Task Force, Homicide, Fraud and 51 Div. Area Foot Patrol (Pilot Projects).

METROPOLITAN BOARD OF COMMISSIONERS OF POLICE

METROPOLITAN TORONTO POLICE ASSOCIATION

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Derwyn Shea

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Stanley Makuch

Cord Trotter

Susan Eng

Henry McKinstry

Val Johnston

Doug Corrigan

John Angrove

MEMORANDUM OF UNDERSTANDING MADE THIS 26TH DAY OF JUNE, 1989 BETWEEN THE METROPOLITAN BOARD OF COMMISSIONERS OF POLICE AND THE METROPOLITAN TORONTO POLICE ASSOCIATION CONCERNING MEMBERS COVERED BY THE UNIFORM COLLECTIVE AGREEMENT.

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
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MEMORANDUM OF UNDERSTANDING MADE THIS 26TH DAY OF JUNE, 1989 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 Shine, Q.C., to make the selection.
4. The Committee shall report no later than December 31, 1989.

METROPOLITAN BOARD OF
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Susan Eng

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Colin Ewing
Don Courts
Stewart Walker
Gord Trotter
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Val Johnston
Doug Corrigan

MEMORANDUM OF UNDERSTANDING MADE THIS 26TH DAY OF JUNE, 1989 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
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June Rowlands

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Ed de Silva

Alan Tonks

Colin Ewing

Derwyn Shea

Don Courts

Roy William

St-art Walker

Stanley Makuch

Gord Trotter

Susan Eng

Henry McKinstry

Val Johnston

Doug Corrigan

John Angrove

MEMORANDUM OF UNDERSTANDING MADE THIS 26TH DAY OF JUNE, 1989 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

- (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.
- Effective April 1, 1989 the Dental Plan to be amended to provide an orthodontic benefit at 50% co-insurance \$1200.00 maximum per year, \$3600.00 maximum 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)(1)(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 - up 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.
- (h) Effective April 1, 1989, the insurance policy to be amended to increase coverage for licensed Osteopath, Naturopath and Podiatrist, if not a member of the College of Physicians and Surgeons, to "up to \$20.00 a visit".

**METROPOLITAN BOARD OF
COMMISSIONERS OF POLICE**

June Rowlands - -
Normand n e r
Alan Tonks
Derwyn Shea
Roy Williams
Stanley Makuch
Susan Eng 4

**METROPOLITAN TORONTO POLICE
ASSOCIATION**

Art Lymer
Ed de Silva
Boideg
Don Courts
Stewart Wilker
Gord Trotter
Henry McKinstry - -
Val Johnston
Doug Corrigan
John Angrove

MEMORANDUM OF UNDERSTANDING MADE THIS 26TH DAY OF JUNE, 1989 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. Shine, Q.C., who shall continue until the parties agree to his replacement, or he declines, or is unable to act.

*/

METROPOLITAN BOARD OF
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METROPOLITAN TORONTO POLICE
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Roy Williams

Stewart Walker

Stanley Makuch

Cord Trotter

Susan Eng

H e n r y McKinstry

Val Johnston

Doug Corrigan

John Angrove

MEMORANDUM OF UNDERSTANDING MADE THIS 26TH DAY OF JUNE, 1989 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
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MEMORANDUM OF UNDERSTANDING MADE THIS 26TH DAY OF JUNE, 1989 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 _____

Art Lymer _____

Norman Gardner _____

Ri de Silva _____

Alan Tonks _____

Colin Ewing _____

Darwyn Shea _____

Don Courts _____

Roy Williams _____

Stewart Walker _____

Stanley Makuch _____

Gord Trotter _____

Susan Eng _____

Henry McKinstry _____

Val Johnston _____

Doug Corrigan _____

John Angrove _____

MEMORANDUM OF UNDERSTANDING MADE THIS 26TH DAY OF JUNE, 1989 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.

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Derwyn Shea

Don courts

Roy Williams

Stewart Walker

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Gord Trotter

Susan Eng

Henry McKinstry

Val Johnston

Doug Corrigan

John Angrove

LETTER OF AGREEMENT MADE THIS 26TH DAY OF JUNE, 1989, 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 Chairperson 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 Shim, Q.C., to make the selection.

**METROPOLITAN BOARD OF
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June Rowlands

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Berwynne a

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Wylliams

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Val Johnston

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LETTER OF AGREEMENT MADE THIS 26TH DAY OF JUNE, 1989, BETWEEN THE METROPOLITAN TORONTO BOARD OF COMMISSIONERS OF POLICE AND THE METROPOLITAN TORONTO POLICE ASSOCIATION CONCERNING MEMBERS COVERED BY THE UNIFORM COLLECTIVE AGREEMENT.

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. Rick College
Public Complaints Investigation Units
1300 Yonge Street

Either party may require that an external person act as Chairperson 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 Shim, Q.C., to make the selection.

**METROPOLITAN BOARD OF
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LETTER OF AGREEMENT MADE THIS 26TH DAY OF JUNE, 1989, 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 chairperson as provided under the Compressed Work Week Agreement (Item 19 of the Agreement dated June 11, 1987 between the parties).

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Susan Eng

METROPOLITAN TORONTO POLICE
ASSOCIATION

Art Lymer

Ed de Silva

Colin Ewing

Don Courts

Stewart Walker

Gord Trotter

Henry McKinstry

Val Johnston

Doug Corrigan

John Angrove

LETTER OF AGREEMENT MADE THIS 26TH DAY OF JUNE, 1989, BETWEEN THE METROPOLITAN 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 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 December 31, 1989.

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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 Chairperson 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 Shine, 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.

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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 after the By-Law amendment 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.

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MEMORANDUM OF UNDERSTANDING MADE THIS 26TH DAY OF JUNE, 1989 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, 1990 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 as a police officer during the period July 1, 1968 to December 31, 1970, on the basis of normal retirement age of 60 rather than 65 on the following conditions that the member

- (i) pay 25% 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 and the Association will be advised of the time limits.
- (iii) has contributed to O.M.E.R.S. for such police officer service during the period of July 1, 1968 to December 31, 1970.

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MEMORANDUM OF UNDERSTANDING MADE THIS 26TH DAY OF JUNE 1989 BETWEEN THE METROPOLITAN BOARD OF COMMISSIONERS OF POLICE AND THE METROPOLITAN TORONTO POLICE ASSOCIATION CONCERNING MEMBERS COVERED BY THE UNIFORM AGREEMENT.

When the Board and Association are negotiating a renewal of the Uniform agreement only, or the renewal of both the uniform and civilian agreements, the Association shall be entitled to have in attendance at such meetings in addition to the full-time representatives of the Association, three additional active members of the Force representative of the uniform unit. If a member is scheduled to work evenings or nights on such meeting day, he will, assuming reasonable advance notice where practicable is given to his immediate supervisors that an adequate replacement can be obtained, be entitled to have his shift rescheduled to coincide with the meeting. Such active members shall not lose regular pay as a result of attendance at negotiation meetings and if meetings are not on a scheduled work day will receive a lieu time credit equal to one-half the negotiation meeting time but not exceeding four hours at straight time for any such meeting.

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MEMORANDUM OF UNDERSTANDING MADE THIS 26TH DAY OF JUNE 1989 BETWEEN THE METROPOLITAN BOARD OF COMMISSIONERS OF POLICE AND THE METROPOLITAN TORONTO POLICE ASSOCIATION CONCERNING MEMBERS COVERED BY THE UNIFORM AGREEMENT.

PART-TIME MEMBERS

- (a) A Committee to be established comprising two representatives of the Association and two representatives of the Commission to study the implementation of part-time work schedules and the terms and conditions of members assigned to such work schedule.
- (b) The object of the Committees study is to consider and if deemed advisable to reach agreement on the implementation of such schedule s and terms and conditions of employment.
- (c) Either party may require that an external person act as Chairperson of the Committee, the cost to be shared equally by the parties. In the event the parties cannot agree on the parson to be appointed they will request Mr. Owen Shine, Q.C to make the selection.
- (d) The Committee shall report as soon as possible but no later than December 31, 1989.

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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:

(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 principle 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 and the Administrative and Operating Procedures 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 finalised or substantially completed.

15. P. N. D. - - - - -

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:
 - (ii) 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:**

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 Act 1981 was in force. The purpose of the Committee's review shall 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) of 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 citizen's 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) Whenever 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.

29. COURT ATTENDANCE FOR RETIREES:

Effective January 1, 1989 the Board will pay to a former member of this Force who has retired on pension and who is required by summons to attend court in connection with his/her duties as a member of this Force (but not where such individual is the person charged) the sum of \$50.00 for each day of required court appearance as a supplement to the regular court witness fee."

30. PAID-UP LIFE INSURANCE:

Effective April 1, 1989, a uniform member who retires under the N.R.A. 60 rule or later and who does not qualify for paid-up insurance under the provision of the Collective Agreement shall receive a paid-up life insurance policy as follows:

If 10 years of service but less than 15 - \$1,500.00
If 15 years of service but less than 20 - \$2,500.00
If more than 20 years of service - \$3,500.00

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 O.M.E.R.S. (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 $\frac{1}{2}\%$ 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 O.M.E.R.S. each member shall contribute by payroll deduction an additional $\frac{1}{2}$ 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 benefits, and the provision of future changes to benefits and contributions administered under the O.M.E.R.S. Act and Regulations to the extent possible rather than under the Police Benefit Fund but have not agreed on the term 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 P.B.F. in which event the collective agreement may be so amended as provided in s. 7(2) (a) (ii) of O.M.E.R.S. Regulations.

MEMORANDUM OF UNDERSTANDING MADE THIS 26th DAY OF June, 1989, 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. Shine were quashed by the Divisional Court and referred back to the Arbitrator but are the subject of an appeal in front of the Court of Appeal.

Mr. O.B. Shine 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 on 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-precedental.

- (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. Shine, 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. Shine, 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

Norman Gardner

Alan Tonks

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