



SOURCE	UNION		
EFF.	91	01	01
TERM.	91	12	31
No. OF EMPLOYEES	1,100		
NOMBRE D'EMPLOYÉS	L.W.		

UNIFORM COLLECTIVE AGREEMENT

NEW NAME

**Peel Regional
Police Services Board**

and

**Peel Regional
Police Association**

January 1, 1991 - December 31, 1991

MAR 31 1992

07197 (04)

INDEX TO UNIFORM AGREEMENT

<u>ARTICLE</u>	<u>TOPIC</u>	<u>PAGE</u>
1.	Purpose and Scope	1
2.	Definitions	1
3.	Recognition	2
4.	Management Functions	2
5.	Association Membership	3
6.	Salaries	3
7.	Hours of Work	4
8.	Clothing Allowance and Uniforms	7
9.	Vacations	7
10.	Statutory Holidays	8
11.	Court Time	9
12.	Service Pay	11
13.	Shift Differential	12
14.	Welfare Benefits	12
15.	Promotions	14
16.	Plain Clothes Officers	14
17.	Transitional Sick Leave Benefit Payout	15
18.	Income Replacement Plans	16
19.	Special Leaves of Absence	19
20.	Paid Duty	21
21.	Injured on Duty	21
22.	Residence	22
23.	Certificate of Service	22
24.	Education	22
25.	Graduation of Rank	22
26.	Payroll Deduction	23
27.	Grievance Procedure	23
28.	Pension and Retirement	25

<u>ARTICLE</u>	<u>TOPIC</u>	<u>PAGE</u>
29.	Legal Indemnification	25
30.	Terminology	27
31.	Duration	28
32.	Training Pay	28
Schedule "A"	Annual Salaries	30
Schedule "B"	Compressed Work Week	31

THIS AGREEMENT made this 1st day of January, 1991

BETWEEN: THE REGIONAL MUNICIPALITY OF PEEL POLICE SERVICES BOARD (hereinafter referred to as the "Board")

OF THE FIRST PART

AND: THE PEEL REGIONAL POLICE ASSOCIATION (hereinafter referred to as the "Association")

OF THE SECOND PART

ARTICLE 1 - PURPOSE AND SCOPE

1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Board and its employees, and to provide an orderly and amicable method of settling any difference or grievance which may ~~arise~~ between the parties.

1.02 This Agreement shall apply to all full time members of the Peel Regional Police and Cadets as set out in Schedule "A" attached hereto and forming part of this Agreement.

ARTICLE 2 - DEFINITIONS

2.01 Except where a contrary intention appears:

- a) "Association" means the Peel Regional Police Association.
- b) "Board" means the Regional Municipality of Peel Police Services Board.
- c) "Chief" means the Chief of Police of the Peel Regional Police.
- d) "Civilian Member" means a member of the Civilian and Clerical Staff of the Peel Regional Police.
- e) "Service" means the Peel Regional Police Service.
- f) "Member" means a Police Officer of the Peel Regional Police, save and except the Chief, Deputy Chiefs, and Senior Officers at the ~~rank~~ of Inspector ~~and~~ above.

ARTICLE 2 - DEFINITIONS (cont'd)

- g) "Regional Corporation" means the Regional Municipality of Peel as set out in Bill 138, Section 1 (p).
- h) "Cadet" for purposes of this Agreement shall be regarded as falling within the definition of "Member" outlined above except as otherwise noted even though technically Cadets would otherwise be "Civilian Members".

ARTICLE 3 - RECOGNITION

- 3.01 The Board recognizes the Association as the exclusive bargaining agent for all members as defined in Section 2.01 above.
- 3.02 Nothing in this Agreement shall be construed as imposing any personal liability upon any individual who from time to time is a member of the Board.

ARTICLE 4 - MANAGEMENT FUNCTIONS

- 4.01 The Association acknowledges that, subject to the Police Services Act, 1990, as amended and the Regulations, as amended and made pursuant thereto, it is the function of the Board **to:**
 - a) Maintain order, discipline and efficiency.
 - b) To hire, discharge, classify, promote, demote or otherwise discipline any member of the Service.
 - c) To transfer employees subject to Bill 138, Section 73-3 (e).

If **an** officer is not reclassified at the normal time, he shall be given **the** reasons for such non-reclassification in writing.

- 4.02 Without limiting the generality of the foregoing, generally to supervise and administer the affairs of the Service.
- 4.03 The Board agrees to exercise the above functions in a manner consistent with the express terms of this Collective Agreement and the Police Services Act.

ARTICLE 4 - MANAGEMENT FUNCTIONS (cont'd)

A member may lodge a grievance relative to his non-classification at a normal time, from 4th to 3rd, 3rd to 2nd, and 2nd to 1st Class Constable.

All members shall be provided with a copy of his/her conduct sheet when it has been completed by a Senior Officer.

ARTICLE 5 - ASSOCIATION MEMBERSHIP

5.01 All employees are eligible to become members of the Peel Regional Police Association.

5.02 It is mutually agreed that there will be no discrimination, interference, restraint, or coercion exercised or practiced by the Board or the Association, or any of their respective representatives, with respect to any employee because of his membership status or connection with the Association.

5.03 A member of the Peel Regional Police shall, as a condition of service, be required to notify the Board in writing of his authorization to deduct Association Membership Dues from his pay.

5.04 The Board recognizes the right of the Association to appoint or otherwise select a Negotiating and Grievance Committee with a maximum membership of four (4) members of the Service or five (5) if the Board's Committee is five (5). The Board will recognize and deal with the said Committee with reference to negotiations and grievances.

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It is acknowledged that the members of the Committee do have their regular duties to perform as members of the Service and hence, time off for Committee matters will be with permission in all cases. Permission shall not be unreasonably withheld.

5.05 Each party to this Agreement agrees to give to the other party to the Agreement a minimum of forty-eight (48) hours advance notice of any meeting or proposed meeting in connection with or relative to this Agreement or any other such matter in which the parties hereto have a common interest.

ARTICLE 6 - SALARIES

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6.01 The annual salary for each classification is set out in Schedule "A" of this agreement.

ARTICLE 6 - SALARIES (cont'd)

6.02 Effective on the pay **period** commencing April 25th, 1991, a First Class Constable who has completed ten years with this Service shall receive 1.5% of the **salary** for his **rank**. No other **rank** shall receive this allowance including officers in receipt of the Article 16 Plainclothes benefit or Acting **rank** pay. This allowance shall not be **pyramided** with, nor be increased by, other premiums under this agreement with the exception of Training Pay.

To be eligible and remain eligible for this classification, a constable shall:

- (1) be qualified for promotion to Sergeant pursuant to Peel Regional Police policy.
- (2) be free of a discipline conviction under the Police Services Act in the preceding two (2) years for which;
 - i) the confirmed penalty was the forfeiture of 40 or more hours pay or leave, or 40 or more hours suspension without pay, and,
 - ii) If an appeal is initiated and conviction upheld, the two years shall be counted from the disposition of the appeal.

Officers receiving this benefit shall not be eligible for Service Pay.

ARTICLE 7 - HOURS OF WORK

36/100 *36/100*

7.01 The average work week shall be forty (40) hours **each**, including a sixty (60) minute lunch period daily, where the requirements of the service permit. When the requirements of the service do not permit a sixty (60) minute lunch period, lost time shall be credited to overtime at straight time rates. Except in **case** of emergency, members shall have two (2) consecutive days off in each week.

Where a member is required to report for duty fifteen (15) minutes prior to the commencement of his tour of duty, such fifteen (15) minutes shall be paid for at regular (not overtime) rates.

Members may be allowed the privilege of exchanging tours of duty with permission. With reference to Christmas Day and the succeeding New Year's Day, such members as are scheduled to work both days, shall be permitted to exchange one (1) of the days for their normal day off as far **as** possible.

ARTICLE 7 - HOURS OF WORK (cont'd)

7.02 When a member is required to be on duty more than one-quarter (1/4) of an hour in excess of his regular tour of duty, he shall receive, at the member's discretion, either credited time off or payment at time and one-half (1-1/2) for all such overtime worked. In the case of payment, such payment shall be made within thirty (30) days of the end of the quarter in which such overtime is worked. Overtime here shall mean time worked prior to and up to the start of a regular tour of duty and/or time worked as a continuation of a regular tour of duty.

Effective July 1, 1992

7.02 a) When a member is required to be on duty more than one-quarter (1/4) of an hour in excess of his regular tour of duty, the member shall receive, at the member's discretion, either credited time or payment, at the rate of time and one-half (1-1/2) for all such overtime worked. Overtime here shall mean time worked prior to and up to the start of a regular tour of duty and/or time worked as a continuation of a regular tour of duty.

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b) Upon completion of such overtime worked by a member, the member shall indicate to his Officer-in-Charge whether the member elects to be paid for such overtime or to have the time credited to his overtime bank.

c) Any periods of overtime for which the member has elected to receive time off, shall accumulate in his overtime bank. The balance of such bank shall increase with overtime hours worked, and decrease according to approved time off taken. All hours in excess of 80 hours in the member's overtime bank as of June 1 of each year will be paid to him no later than June 30. All hours in excess of 60 hours in the member's overtime bank as of December 1 of each year will be paid to him no later than December 31.

d) A member may, on a quarterly basis, make application to have all, or a portion, of the hours credited in their overtime bank paid to them within thirty (30) days of such application.

7.03 Periods of overtime which the member has elected to take as lieu time off shall be allowed to accumulate and for every eight (8) hours or portion thereof so accumulated, the member shall be entitled to take that portion thereof off at the discretion of the Chief of Police. Effective December 31, 1991, members shall be allowed to carry forward up to sixty (60) hours of accumulation into the succeeding calendar year, provided it is taken as time off or as payment at the rate applicable when the time was accumulated before any time is dealt with in such succeeding year.

ARTICLE 7 - HOURS OF WORK (cont'd)

7.04 If an overtime period immediately following a regular tour of duty continues into a member's next regular tour of duty, such second tour will continue **to be** paid at the overtime rate.

Should a member be unable to work his regular tour of duty, or part of his regular tour of duty, because of an overtime period extending into that tour of duty **as** above, the member shall lose that amount of time from the regular tour of duty.

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3 9101 + B
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7.05 A member who is required to work overtime as set out in Section 7.02 above and who **so** works for a period of two (2) hours or more beyond the end of his normal shift, shall be paid up to Three Dollars (\$3.00) on presentation of food receipt and thereafter a similar allowance or, an addition to the allowance of Three Dollars (\$3.00), shall be appropriate for every additional four (4) hour period worked, provided the time actually spent at meals will not be computed as overtime. A member shall also qualify for the allowance if, during his regular tour of duty, he is on assignment outside the Region for a period in excess of three (3) hours, provided the time actually spent at meals will not be computed.

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Effective May 1, 1991, the meal allowance shall be Five Dollars (\$5.00), rather than Three Dollars (\$3.00).

7.06 For the purposes of this section "Callback" shall mean when a member who has reported off duty and has left the premises is called back to work before his next tour of duty. **For** such Callback duties, a member shall be paid at a rate of time and one-half (1-1/2) with a minimum guarantee of three (3) hours pay at time and one-half (1-1/2) for each Callback. In the event that the Callback continues into a regular tour of duty, the member shall be paid at overtime rate only until the **start** of the regular tour of duty and then revert to straight time rates.

7.07 A member, except a Cadet, who **is** assigned to perform all the regular duties of a higher **rank** for a temporary **period** of not less than one (1) full tour **of** duty in each assignment, shall receive *salary* at the lowest rate of such higher rank for the entire period he **is so** assigned.

ARTICLE 8 - CLOTHING ALLOWANCE AND UNIFORMS

- 8.01 a) Except for officers covered by clause 8.01(b), each member who is assigned to a Bureau which requires the wearing of civilian attire, shall be reimbursed for such expenditure in an amount not to exceed One Thousand Dollars (\$1,000.00) if he performs such duties for a full twelve (12) month period and if he submits appropriate receipts for clothing required for the performance of his duties. If he performs such duties for less than twelve (12) months, he will be reimbursed proportionately for such expenditure on submission of the appropriate receipts on a pro-rata basis, provided he performs such duties for at least thirty (30) days within the twelve (12) month **period**.
- b) Each uniform member assigned to duty requiring the wearing of plainclothes/oldclothes attire, shall be reimbursed for the expenditure required for the purchase of such clothing in an amount not to exceed Two Hundred and Twenty-five Dollars (\$225.00) if he performs such duties for a full twelve (12) month period and if he submits appropriate receipts for the purchase of such clothing. If he performs such duties for less than twelve (12) months, he will be reimbursed proportionately for such expenditure on submission of the appropriate receipts on a pro-rata basis, provided he performs such duties for at least **thirty** (30) days within the twelve (12) month **period**.
- 8.02 The Board shall pay each member annually Two Hundred and Thirty-five Dollars (\$235.00) in December in compensation for dry cleaning of member's clothing used in the course of duty. The amount shall be pro-rated for members not employed for the full calendar year.

ARTICLE 9 - VACATIONS

9.01 The Board will grant vacation on the following basis:

- a) After one (1) year of continuous service - 80 hours. $\frac{54}{01-02}$
- b) After four (4) years of continuous service - 120 hours. $04-03$
- c) After ten (10) years of continuous service - 160 hours. $10-04$
- d) After sixteen (16) **years** of continuous service - 200 hours. $16-05$
- e) After twenty-two (22) years of continuous service - 240 hours. $22-06$
- f) After thirty (30) years of continuous service - 280 hours. $30-07$

ARTICLE 9 - VACATIONS (cont'd)

Members shall select vacation dates on the basis of seniority within the ranks in the Unit or Division, consistent with the exigency of the service. Every member of the Service shall be entitled to annual vacation with pay according to the above schedule.

9.02 In cases where a member is off duty as a result of illness, or being injured on duty prior to the start of his annual vacation and is therefore unable to enjoy his annual leave, he will be allowed to take such portion of annual leave upon his being able to return to active duty for such unused time. If such period however, carries over from one year to another, the member shall be allowed to carry over his unused vacation to the next year.

ARTICLE 10 - STATUTORY HOLIDAYS

10.01 Members shall be compensated for the following Statutory Holidays:

- | | | |
|----------------|------------------|-----------------|
| New Year's Day | Dominion Day | Remembrance Day |
| Good Friday | Civic Holiday | Christmas Day |
| Easter Monday | Labour Day | Boxing Day |
| Victoria Day | Thanksgiving Day | |

$$\begin{array}{r} 53 \\ \hline 110 \end{array}$$

Compensation shall be on the following basis:

a) Sixty-four (64) hours shall be paid at the rate of time and one-half. Payment to each member shall be in a separate cheque payable the first pay period in June of each calendar year,

As an alternative, members may apply for time off rather than payment, but the time off will be at straight time rather than time and one-half. **A** list will be posted on December 1st each year for members to indicate their desire for time off. The list will be finalized by January 31. Subject to exigencies of the service requests will be considered in order of receipt but seniority will apply if day of request is identical. No more than forty (40) hours shall be granted in any thirty-one (31) day period unless otherwise agreed.

b) Twenty-four (24) hours shall be given as time off at straight time rates during the calendar year. Determination of the days shall be by mutual agreement between the individual member and the Chief or his delegate.

ARTICLE 10 - STATUTORY HOLIDAYS (cont'd)

10.02 In the case of newly appointed members or upon termination of service of present members, and where they shall not have worked a full calendar year they shall receive compensation at time and one-half or straight time in the same relative proportions and with the same options of payment or time off for each such Statutory Holiday and/or other holiday that **occurred** during that portion of the calendar year they were employed up to a maximum of eighty-eight (88) hours.

Members in their first calendar year of service shall receive appropriate payment, if any, for their Statutory or other holiday in the first pay period in December and this will include all Statutory or other holidays for which they are entitled to payment up to and including December 31st of the given year. This will be paid at the rate in effect on the date payment is made.

ARTICLE 11 - COURT TIME

11.01 Court time shall be deemed to be any time spent by a member in his off-duty hours in attendance at any Court, Inquest, or any time spent in litigation that is officially required as a result of his Police duties and the following provisions shall apply. Police duties must be while in the employ of the Peel Regional Police Service or the Police Service comprising the Peel Regional Police Service pursuant to Bill 138, to qualify.

- 11.02 (a) When a member is required to attend Court in his off-duty hours not extending into his regular tour of duty, court time will be paid at time and one-half (1-1/2) for all hours spent attending morning, afternoon, and evening session (which session is on his day off or prior to but not contiguous with scheduled shift hours) with a minimum guarantee of four (4) hours at time and one-half (1-1/2) for the first session that **an** officer attends on a calendar day and a minimum guarantee of three (3) hours at time and one-half (1-1/2) for each subsequent attendance at a court session on that same calendar day with the following exception:
- (b) Members attending **an** afternoon session of Court prior to the **start** of their regular afternoon shift tour of duty will be compensated at time and one-half (1-1/2) with a minimum of two (2) hours guaranteed.
- (c) When a member is required to attend Crown Attorney meetings in his off-duty hours he will be paid at time and one-half (1-1/2) for **all** hours spent attending such meetings with a minimum **guarantee** of three (3) hours at time and one-half (1-1/2), except where such meeting is immediately prior to and contiguous with the **start** of his regular shift or Court appearance **as** referred to in this Article in which case he will be compensated at time and one-half (1-1/2) for actual hours at the meeting.

ARTICLE 11 - COURT TIME (cont'd)

- 11.03 In lieu of the provisions of 11.02 a member with a scheduled morning Court appearance within four **(4)** hours of the completion of his tour of duty, may elect to remain on duty during such interim **period** and shall be entitled, in respect of the Court appearance and the interim period (if any) between **the** Court appearance and the tour of duty, to payment in accordance with the overtime provisions of Article 7.02. A member making such election must advise the officer in charge of his election prior to the commencement of his tour of duty.
- 11.04 When a member on duty is required to attend Court or a Crown Attorney meeting and is prevented from going off duty at his normal time by reason of such attendance at Court or Crown Attorney meeting, overtime provisions **as** outlined in Article 7 shall apply.
- 11.05 When a member is required to attend Court or return to duty on any occasion during his annual vacation, he shall be granted double the hours of the applicable vacation period extra leave in compensation therefore for each day or portion thereof spent in Court or on duty. This will only apply after the member has become aware that his attendance is required at Court or on duty, at which time he must immediately notify an Inspector or rank above, and receive specific clearance.

For the purposes of this section, provided that a minimum of forty **(40)** regular working hours are taken as annual leave, the regular days off immediately preceding, in between, or immediately following such **period** of annual vacation, shall be considered part of the member's annual vacation. This clause shall not apply where a member schedules or amends his vacation period after a member is aware that he will or may be required to attend court during such **period**.

If the member must travel to Court from a place other than his normal place of residence, on a day other than the day of Court attendance, he shall be granted one hour off for each hour spent travelling, to a maximum of eight hours for each day spent travelling.

- 11.06 Payment of Court and Crown Attorney meeting time **as** outlined in Article 11.01 to 11.04 inclusive, may be received by a member, at his discretion, either in credited equivalent time off or payment at his current rate of pay for all such Court and Crown Attorney meeting time. Any payment for such Court and Crown Attorney meeting time will be paid within thirty (30) days following the end of the quarter in which it is worked.

ARTICLE 11 - COURT TIME (cont'd)

Periods of Court and Crown Attorney meeting time for which the member has elected to take as lieu time off shall be allowed to accumulate and for every eight (8) hours or portion thereof ~~so~~ accumulated, the member shall be entitled to take that portion thereof off at the discretion of the Chief of Police.

Effective July 1, 1992, the method of payment of entitlements under Article 11 shall be selected by the member in the same manner ~~as~~ under Article 7.02.

- 11.07 Any member who attends Court, Inquests, etc. shall return to the **Board**, through the Chief of Police, all fees and payments that he receives for attending such Court, Inquest, etc.

All reasonable expenses incurred while the member is attending Court, Inquests, etc. will be reimbursed to the member. Should a member be required to attend any Court, Inquest, or litigation, etc. outside his Divisional Area, he shall be entitled to travelling costs from his normal Divisional Detachment if not paid by Courts requiring his attendance to the place of the Court, Inquest, etc. Such payment to be equated at the going rate set by the Regional Municipality of Peel in effect at that time, and in any event, not less than fifteen cents (.15) per mile.

- 11.08 Effective May 1, 1991, a member who has retired and is in immediate receipt of his OMERS pension shall, when required to attend Court in accordance with Article 11.01, in connection with his duties as a member of the Peel Regional Police, be paid for such attendance in accordance with the provisions of Article 11 at the current rate of pay for the ~~rank~~ held by the member at the time of such retirement.

ARTICLE 12 - SERVICE PAY

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- 12.01 Every member, except Cadets, of the Police Service covered by this Agreement shall receive Service Pay in the amount of Six Dollars (\$6.00) per month **after** five (5) **years** of continuous service. For each additional five (5) years of continuous service, the member shall have an amount of Six Dollars (\$6.00) per month added to the Service Pay. There shall be no maximum to this principle. Payment of Service Pay shall be made in the first pay in December each year.
- 12.02 For determining eligibility for Service Pay, service with the Board must be continuous, consistent with Bill 138.

ARTICLE 12 - SERVICE PAY (cont'd)

12.03 The Board will provide Service Bars, or Badges, for recognition of years of service as a Police Officer.

ARTICLE 13 - SHIFT DIFFERENTIAL

$$\begin{array}{r} 44 + 45 \\ \hline 99 \end{array}$$

13.01 Each member who works a full calendar year on a three (3) shift rotation basis shall receive Two Hundred and Sixty Dollars (\$260.00) in the first pay in December. For members who work the full year on a two (2) shift rotation basis, the payment shall be One Hundred and Sixty Dollars (\$160.00). Members who work less than the full year as above shall receive a pro-rata portion.

ARTICLE 14 - WELFARE BENEFITS

14.01 The Board shall pay One Hundred Percent (100%) of the premium for Ontario Health Insurance Plan, semi-private hospital, and the Medi-Pac Plan for every member and his dependents consistent with the rules and regulations of these Plans.

$$\begin{array}{r} 70/2.5 \\ \hline 100 \\ 70 \\ \hline 6 \end{array}$$

The Board shall pay One Hundred Percent (100%) of the premium cost for Group Life Insurance for every member, with coverage in the amount of two (2) times annual salary to the nearest One Thousand Dollars (\$1,000.00) of coverage, consistent with the rules and regulations of the Plan. For purposes of administration, salary changes shall be made no more than twice per year.

$$\begin{array}{r} 70/2 \\ \hline 100 \\ 72 \\ \hline 999 \end{array}$$

All plans, except the Ontario Health Insurance Plan, shall be administered by the Board.

Any rebate from these plans shall accrue to the Board.

The Board shall pay one hundred percent (100%) of the premium cost of a basic dental plan providing major restorative services at eighty percent (80%) co-insurance with a \$5,000.00 annual maximum per person, and orthodontic services at fifty percent (50%) co-insurance with a \$2,000.00 lifetime maximum per person, consistent with the rules and regulations of the plans, based on the 1990 Ontario Dental Association (O.D.A.) Schedule of fees.

$$\begin{array}{r} 70/2 \\ \hline 100 \\ 71 \\ \hline 2 \end{array}$$

Effective July 1, 1991, the 1991 Ontario Dental Association (O.D.A.) Schedule of fees shall become the effective schedule of fees for the purpose of this section.

ARTICLE 14 - WELFARE BENEFITS (cont'd)

As a clarification, Cadets shall be regarded **as** qualifying under all provisions of Article 14.01 in the same way as Uniform staff.

14.02 It is recognized that the cost to the Board for providing members with **an** improved benefit programme is in excess of their share of the premium rebate from the Unemployment Insurance Commission for having a sick leave plan; the full premium rebate allowed by the Unemployment Insurance Commission will therefore continue to be retained by the Board.

14.03 The Board shall provide the following benefits to those members retiring after **January 1, 1991**, who are in receipt of an unreduced pension under the Ontario Municipal Employees Retirement System (O.M.E.R.S.) consistent with the Rules and Regulations of the appropriate Plans until:

- (a) such member attains **65 years** of age; or
- (b) if the member dies while in receipt of these benefits, until the earlier of the member's spouse attaining **65 years** of age, or the member, had he lived, would have attained **65 years** of age; or
- (c) until the member and/or his spouse has (have) been in receipt of these benefits for **10 years**,

whichever occurs first:

- (i) \$1,000.00 paid-up Life Insurance;
- (ii) **\$10,000.00** Group Life Term Insurance;
- (iii) Health Benefits (semi-private and health care);
- (iv) Dental Benefits.

For members retiring on or after July 1, 1991, the benefits provided under this Article shall be:

- (i) \$12,000.00 Group Term Life Insurance
- (ii) ~~Health~~ Benefits (semi-private and health care);

ARTICLE 14 - WELFARE BENEFITS (cont'd)

- (iii) Dental Benefits covered **under** this Agreement.

When a member is in receipt of an unreduced pension pursuant to the O.M.E.R.S. Disability provision under the basic plan, the above noted benefits will be provided until he reaches the age of sixty-five (65) years and so long as the member is considered by O.M.E.R.S. to be eligible for an O.M.E.R.S. disability pension.

The benefits indicated in this article do not apply to dependents other than the designated spouse and will only be provided:

- 1) if the member or his spouse does not have similar coverage at his/her place of employment; and
- 2) if the member's principal residence is in Ontario.

14.04 There shall be no alterations, amendments, additions or deletions to any of the benefits referred to in Article 14 without the written consent of the Association.

14.05 Effective April 19, 1991, in the event of death of a member, the benefits provided under Article 14.01 shall be maintained and paid for in whole by the Board for the spouse and eligible dependents for a period of twelve (12) months.

ARTICLE 15 - PROMOTIONS

15.01 With respect to promotions within the Force, present members will receive prior consideration.

ARTICLE 16 - PLAIN CLOTHES OFFICERS

16.01 Constables retained in the Detective Division (including Identification and Youth Bureau but excluding Mobile Support) and the Special Accident Investigation Bureau beyond six (6) consecutive months shall receive a premium of two percent (2%) of the First Class *salary* at six (6) months; four percent (**4%**) of the First Class *salary* at twelve (12) months; and eight percent (8%) of the First Class *salary* at twenty-four (24) months.

In the event that a constable leaves the Detective Division (including, for purposes of this Article the Identification Bureau, Youth Bureau and the Special Accident Investigation Bureau) for a time, but returns within twelve (12) months of leaving, he shall be credited with past consecutive service in the Detective Division for purposes of this Article.

ARTICLE 16 - PLAIN CLOTHES OFFICERS (cont'd)

As a clarification, it is noted that constables in the Detective Division and the Special Accident Investigation Bureau shall have their previous consecutive service or service with a gap of up to twelve (12) months **as** above in the Detective Division and the Special Accident Investigation Bureau, included for purposes of this Article.

ARTICLE 17 - TRANSITIONAL SICK LEAVE BENEFIT PAYOUT

- 17.01 Every member covered by Article 17 of the 1985/86 Collective Agreement shall have his existing sick time credits adjusted on the day the new Short Term/Long Term Disability plan (Article 18 of this Agreement) becomes effective to reflect fifty percent (50%) of his credits at that time, and in any case this credit would not exceed 1040 hours.
- 17.02 **Upon** termination of service, a member will be entitled to payment for such adjusted sick time credit at the current **salary** of his rank at the date of his termination.
- 17.03 If a member dies during his employment with the Board, his estate will receive payment for such adjusted sick time credit at the current **salary** of his rank at the date of his death.
- 17.04 At the member's option, to be exercised in writing and delivered to the Secretary of the Board no later than November 30th, 1987, he shall elect to:
- a) be provided with payout of such adjusted sick time credit, annually in six equal instalments of such credit hours commencing March 31st, 1988, through to March 31st, 1993, at the member's current **salary** of his rank effective at the time of each payment; or
 - b) upon termination (as set out in clauses 17.02 and 17.03 of this Article), be provided with payout in cash **as** provided under 17.02 and 17.03 hereof; or
 - c) Subject to compliance with the O.M.E.R.S. Act and Regulations, use his adjusted sick time credit as credited time for pension purposes prior to his retirement. (For example, a member who has 1040 hours and effectively **ceases** work and goes on leave of absence on February 1st, with 33-1/2 years service, would be retained on the payroll for approximately six (6) months and his service for O.M.E.R.S. purposes would be 34 years.)

ARTICLE 17 - TRANSITIONAL SICK LEAVE BENEFITS PAYOUT (cont'd)

During that **period** of approximately six **(6)** months he would not be covered by the provisions of the Workers' Compensation Act and would **not** receive vacation, **statutory** holiday entitlement, or any other benefits hereunder save and except such insured benefits available to members hereunder. In any **case** service could not be extended under this option beyond a maximum of thirty-five **(35)** years by such use of adjusted sick time credits.

d) At the time of his retirement, a member who **has** previously elected option (c) under this Article may change his election, if desired, to option (b).

17.05 Failure to exercise his option within the time **period** specified by 17.04 shall **mean** that the member elects the option under clause 17.04 (b). If a member who elects the option under clause 17.04 (c) is subsequently prevented from utilizing such option by the O.M.E.R.S. Act and Regulations which may then be in effect, or if the member dies prior to utilization of such sick credit under clause 17.04 (c), he shall be entitled to benefits available under clause 17.04 (b).

ARTICLE 18 - INCOME REPLACEMENT PLANS

18.01 Each member shall be eligible to receive Short-Term Disability benefits following three (3) months of continuous service.

18.02 The Short-Term Disability Plan provides for the continuation of **salary** in whole and/or in part, for a period of eight hundred (800) hours if a member is absent due to non-occupational illness or accident. Benefits provided will be based on the individual member's length of service, and in accordance with the following schedule:

<u>Length of Service</u>	<u>100% Salary</u>	<u>66-2/3% Salary</u>
Less than 3 months	Nil	Nil
3 months but less than 1 year	Nil	800 hours
1 year but less than 2 years	40 hours	760 hours
2 years but less than 3 years	80 hours	720 hours
3 years but less than 4 years	120 hours	680 hours

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ARTICLE 18 - INCOME REPLACEMENT PLANS (cont'd)

4 years but less than 5 years	160 hours	640 hours
5 years but less than 6 years	200 hours	600 hours
6 years but less than 7 years	240 hours	560 hours
7 years but less than 8 years	280 hours	520 hours
8 years but less than 9 years	360 hours	440 hours
9 years but less than 10 years	440 hours	360 hours
10 years but less than 11 years	520 hours	280 hours
11 years but less than 12 years	600 hours	200 hours
12 years but less than 13 years	680 hours	120 hours
13 years but less than 14 years	720 hours	80 hours
14 years but less than 15 years	760 hours	40 hours
15 years or more	800 hours	Nil

18.03 Short-Term benefits will be applicable for up to six hundred and eighty (**680**) hours for each separate **period** of disability in conjunction with the waiting **period** for Long-Term Disability. Short-Term benefits however will be limited in any individual member's anniversary years **to** the number of hours entitlement **as** indicated in Article 18.02.

18.04 Short-Term benefits will commence from the first regular shift of disability for the first three (3) absences in an anniversary year and from the fourth regular shift of disability for the fourth and subsequent absences.

In the event a member is recurrently absent from work due to one disabling injury, illness, disease, or medical condition, the member may make application through the chain of command to his Command Officer to have only the first of such recurrent absences charged against him for purposes of invoking the waiting **period** under the Income Replacement Plan (Article **18.04**). Such application **shall** be submitted as soon as practicable with each recurrent absence.

ARTICLE 18 - INCOME REPLACEMENT PLANS (cont'd)

If the Command Officer recognizes the member's recurrent absence to be the result of one disabling injury, illness, disease, or medical condition, the Command Officer shall approve the member's application. Such recognition may be conditional upon the member furnishing documentation from his medical advisor to support his application.

- 18.05 In the event of a member, after reporting for duty, having to report sick after he has completed in excess of one-half (1/2) of his regular tour of duty, no sick time will be deducted. In the event of a member after reporting for duty, having to report sick before he has completed one-half (1/2) of his regular tour of duty, he shall forfeit one-half (1/2) of the tour of duty as sick benefit.
- 18.06 Members who have completed three (3) months continuous service will be allowed up to forty-eight (48) paid, non-cumulative, hours per anniversary year to provide income for illness or disability of three (3) regular shifts or less.
- 18.07 A certificate from a qualified medical practitioner may be required for any absence.
- 18.08 The Association acknowledges that the Unemployment Insurance premium reductions allowed to the Board by virtue of the existence of the sick leave plan shall be retained by the Board for the provision of the benefits described in this Article.
- 18.09 Short-Term benefits may not be **used** where an accident or injury results in lost time which was caused by a third party unless the member agrees in writing to permit the Board to subrogate their claim.
- 18.10 The Board agrees to contribute the full cost of the billed premiums towards a Long-Term Disability Plan which will provide sixty-six and two-thirds (66-2/3%) of *salary*, up to a maximum of three thousand five hundred dollars per month (\$3,500.00), after a waiting **period** of seventeen (17) weeks, consistent with the rules and regulations of the plans.
- 18.11 In the event a member's application for Long-Term Disability (LTD) benefits has been approved by the LTD benefit Carrier, and LTD benefits are paid to a member, or to the Board on his behalf, the status of the member's other benefit entitlements shall be amended **as** follows:
 - 1. Credit towards vacation and statutory holiday benefits will be earned on a pro-rata basis for a further **period** limited to 35 weeks beyond the date the member becomes eligible for LTD benefits. At the end of 35 weeks, if the member continues to receive LTD benefits, credit towards vacation and statutory holidays will cease, **AND**

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ARTICLE 18 - INCOME REPLACEMENT PLANS (cont'd)

2. Benefits provided in Article 14.01, shall continue without restriction as long as the member is entitled to LTD benefits, AND
3. The Group Term Life Insurance benefit will be based upon the member's pre-disability *salary*.

In the event a member's application for Long-Term Disability (LTD) benefits is not approved by the LTD benefit Carrier, the status of the member's other benefit entitlements shall be amended as follows:

1. Credit towards vacation and statutory holiday benefits will ~~cease~~ the date the member depletes his Short-Term Disability bank, or upon receipt of 680 hours of Short-Term Disability benefits, whichever occurs first, AND
2. If a member has depleted his STD bank, but is not yet eligible for LTD, benefits provided in Article 14.01 shall continue until such time as a determination is made on a claim for LTD benefits.

Benefits provided in Article 14.01 shall cease once a written decision has been rendered by the insurance carrier denying the claim for LTD benefits.

If the member wishes continued coverage for the benefits outlined in Article 14.01, he shall reimburse the Board for the premium cost, AND

3. The Group Term Life Insurance benefit, if in effect, will be based upon the member's pre-disability *salary*.

ARTICLE 19 - SPECIAL LEAVES OF ABSENCE

19.01 A member shall be allowed up to five (5) days leave of absence with pay in the event of the death of his father, mother, spouse, child, brother or sister, and up to three (3) days in the event of the death of mother-in-law, father-in-law, or grandparents of the member or persons standing in loco parentis. Such time off is for the purpose of attending the funeral or making arrangements for the funeral. One (1) day shall be allowed in the case of grandparents of spouse. Only that portion of the five (5), three (3), or one (1) day which would otherwise have been working time shall be paid.

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ARTICLE 19 - SPECIAL LEAVES OF ABSENCE (cont'd)

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19.02 (a) Pregnancy Leave without pay shall be in accordance with Part XI of the Employment Standards Act of Ontario as amended, 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 Pregnancy Leave and is in receipt of such U.I. benefit for a maximum period of 15 weeks. "Regular weekly earnings" shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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(b) Parental Leave without pay shall be in accordance with the Employment Standards Act of Ontario, as amended, up to 18 weeks. Any Pregnancy or Parental Leave granted must be ended by the member giving to the Chief of Police or his designate not less than two weeks notice prior to his/her scheduled return to work.

(c) For a member who commences a Pregnancy or Parental leave on or after January 1, 1991, during the 17 week Pregnancy or 18 week Parental Leave the Board shall continue its premium payments for the member's benefits under Article 14, provided the member is eligible for, and receiving, UIC benefits.

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(d) Upon return to work from Pregnancy and/or Parental Leave, a member is entitled to the same rank that he/she had on the last day worked prior to his/her leave. Seniority shall continue to accrue during the 17 or 18 weeks of a Pregnancy or Parental Leave.

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(e) The Board shall grant Parental Leave to a member who adopts a child provided the adoption is recognized by the laws of Ontario.

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19.03 The Board will grant six (6) voting delegates leave of absence with pay to attend the Annual General Meeting of the Police Association of Ontario, plus one (1) voting delegate time off with pay to attend the Annual General meeting of the Canadian Police Association.

19.04 Executive members of the Association, as a group, will be allowed a total of fourteen (14) days off, with pay, each year to attend Police Association of Ontario meetings. No more than four (4) members shall be absent for this reason at any one time.

ARTICLE 19 - SPECIAL LEAVES OF ABSENCE (cont'd)

19.05 The Board shall grant, for the duration of this Agreement only, a leave of absence from Police duties to two members selected by the Association. The said leave of absence shall be without pay and the members ~~so~~ selected shall be considered full time members of the Peel Regional Police Force and entitled to the accumulation and debits of their sick leave. As such, they shall receive their normal remuneration and the Board shall invoice the Association on a monthly basis for all **costs**, exclusive of sick leave credits.

In the event of a situation as determined by the Association, a third member shall be granted the ~~same~~ privilege under the **Same** conditions as noted in this Article, provided that it is on a temporary basis.

In the event that a member of the Peel Regional Police Association is elected to the Board of Directors of the Police Association of Ontario, the issue of time off with pay and maximum days per annum will be addressed by the parties.

19.06 Should a member be required by the Board to attend lectures or training courses, he shall be entitled to travelling costs, from the place of training to Police Headquarters and return. Such payment to be equated to the lesser of economy class air fare, or the then ~~current~~ ^{12.2} Regional Corporation mileage rate between the two points concerned and conditional upon such member reporting to a Superior Officer at Police Headquarters. In addition, a per diem allowance of Five Dollars (\$5.00) will be provided. Such payments shall be made in advance.

19.07 Members will be provided with one day to travel to the Ontario Police College and the Canadian Police College prior to beginning of sessions to give effect to current practice.

For members attending the Ontario Police College at Aylmer, Ontario, an all inclusive allowance of Twenty-Five Dollars (\$25.00) per week will be provided. Such payment shall be made in advance.

19.08 Travelling expenses included in the initial or overall **cost** of **any** such lectures or courses as noted in Section 19.06, will not come under the provisions of that Section.

19.09 **No** member, while in the performance of his duties, shall be required to **use** any private vehicle other than one supplied by the Board.

ARTICLE 20 - PAID DUTY

20.01 Paid duty shall be on the basis of Peel Regional Police policy.

ARTICLE 21 - INJURED ON DUTY

21.01 When a member of the Service is absent by reason of illness or injury occasioned by, or as a result of his duties within the meaning of the Workers' Compensation Act, he will be entitled to his full pay and benefits while he is thereby incapacitated, and there shall be no loss of accumulated sick credits. "Full pay" shall be interpreted **so as** to preclude the possibility of members receiving a greater net pay while on Compensation than while working.

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21.02 A member covered by the previous article, and involving a third party, shall notify the Executive Secretary of the Board in writing of his decision to take the benefit package of the Workers' Compensation Board or not within sixty (60) days of the accident.

No benefits will be paid to the member beyond the sixty (60) **days** unless such notice is received. If a member decides to take action against a third party, such action shall include the recovery of his full *salary* paid to him during a period of incapacity. This recovery shall be payable to the Board when received.

ARTICLE 22 - RESIDENCE

22.01 Except **as** noted below, a member may reside anywhere he **so** pleases **so** long as it **does** not impede the performance of his duties.

Any new personnel hired, shall be hired on the basis of conditions **as** to residence established by the Board/Chief.

ARTICLE 23 - CERTIFICATE OF SERVICE

23.01 The Board agrees that a member who has **ceased** employment with the Board will be given a certificate of service, outlining his **rank**, length of service and any training or courses he has undertaken.

This certificate is to be provided to the member on, or before his termination, and shall state that it is not a recommendation or otherwise.

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ARTICLE 24 - EDUCATION

24.01 The Board agrees to pay all tuition fees, the cost of textbooks, and materials required for all members attending a **course** of study that is related or beneficial to the Police service and approved by the Board for that individual.

ARTICLE 25 - GRADATION OF RANK

25.01 Any Constable attaining **an** overall percentage at the Ontario ~~Police~~ College Recruit course in excess of ninety percent (90%) shall be eligible for a special review for re-classification.

ARTICLE 26 - PAYROLL DEDUCTION

26.01 The Board agrees that they, through the Regional Municipality of Peel, will provide payroll deduction for the members, for the payment of all benefits, credit union deductions and the deduction of dues on behalf of the Association.

ARTICLE 27 - GRIEVANCE PROCEDURE

27.01 Subject to the rights and procedures provided by and under the Police Services Act, the parties hereto agree to the following Grievance Procedure:

STEP 1

The grievance shall be reduced to writing **and** the aggrieved member shall discuss the matter with his immediate Superior Officer. The Superior Officer concerned shall render a decision within three (3) working days.

As clarification, it is noted that Cadets shall not be permitted to lodge a grievance relating to their suspension or discharge.

STEP 2

Failing satisfactory settlement under Step 1, the grievance shall be submitted in writing to the Officer in Charge of the Division or Unit within a period of six (6) working days after **the** decision rendered under Step 1. The aggrieved member may be accompanied by a member of the Committee at this Step. The Officer in Charge shall render his written decision within six (6) working days following such meeting.

ARTICLE 27 - GRIEVANCE PROCEDURE (cont'd)

STEP 3

Failing satisfactory settlement under Step 2, the written grievance shall be submitted to the Chief of Police within a period of six (6) working days after the decision rendered under Step 2. Two (2) members of the Committee may attend at this Step. The Chief of Police shall render his written decision within six (6) working days following such meeting.

STEP 4

- a) Failing satisfactory settlement under Step 3, the Association's Committee shall arrange to bring the matter in dispute before the Board at the earliest possible date. The Board shall render its written decision within three (3) weeks following such meeting with the Grievance Committee.
- b) Despite the foregoing the Board may refuse to consider any complaint, the circumstance of which **arose** more than twenty-five (25) days before the said complaint was submitted to the Superior Officer as outlined in Step 1 above. This applies only if the aggrieved member has been made aware of the relevant facts within the twenty-five (25) day limitation.

STEP 5

The Association **may**, within fifteen (15) working **days** after receipt **of** the written decision of the **Board**, require that the grievance be submitted to a single Arbitrator by notifying the Board in writing of its desire to do so. Within thirty (30) days of such notice to the Board, the two parties shall appoint a mutually acceptable Arbitrator. If the two parties fail to agree upon the selection of an Arbitrator, the **appointment** shall be made by the Solicitor General of Ontario upon the request of either of the parties hereto.

The decision at each step above shall be final and binding upon the Board and the Association and upon a member affected by it, unless a subsequent Step is taken within the times hereinbefore limited. The Association shall be confined to the Grievance and redress sought as set forth in the written grievance filed **as** provided in Step 1.

No matter may be submitted to arbitration which has not been properly processed through all previous Steps of the Grievance Procedure, but any time limit herein contained may be extended by mutual consent.

ARTICLE 27 - GRIEVANCE PROCEDURE (cont'd)

An arbitrator set up under Step 5 of the Grievance Procedure shall not have power to add to, subtract from, alter, modify or amend any part of this Agreement, nor otherwise make any decision inconsistent with this Agreement.

Either party to this Agreement may lodge a grievance in writing with the other party on any difference between the parties concerning the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and such grievance shall commence at Step 4 and the said Step 4 and Step 5 shall apply mutatis mutandis to such grievance.

ARTICLE 28 - PENSION AND RETIREMENT

- 28.01 All members shall participate in the final average earnings basic pension plan under the Ontario Municipal Employees Retirement System (OMERS). The Board and each member shall contribute the amount required under the OMERS legislation and regulations.
- 28.02 The parties agree that no member shall retire later than age sixty (60).
- 28.03 The O.M.E.R.S. Basic and Types I and III Plans shall be administered consistent with the Rules and Regulations of the O.M.E.R.S. Pension Plan.
- 28.04 Any member of the Service may establish credited service in the existing pension provisions for all or part of his/her active military service in His or Her Majesty's military, naval or air forces in World War II or the Korean War, in accordance with the provisions of the Ontario Municipal Employees Retirement System Act and Regulations; the application for such credited military service will be in accordance with the provisions of the Ontario Municipal Employees Retirement System Act and Regulations.
- 28.05 On the condition that "past service" (as defined below) **can** be **treated as** credited service under O.M.E.R.S. and on the condition that there is no cost whatsoever to the Board or the Regional Municipality in the member purchasing such past service, the Board agrees to endeavour to obtain from O.M.E.R.S. for those members applying within time **limits** and pursuant to procedures established by O.M.E.R.S. or the Board, O.M.E.R.S. supplemental optional service coverage for a member's past service **as** follows:

ARTICLE 28 - PENSION AND RETIREMENT (cont'd)

- i) service with any municipality or local Board in Canada;
- ii) service with the staff of any Board, Commission or public institution established under an Act of Canada or any Province of Canada;
- iii) service with the civil service of Canada or any Province of Canada.

ARTICLE 29 - LEGAL INDEMNIFICATION

29.01 Subject to the other provisions of this Article, a member charged with and finally acquitted of a criminal or statutory offence, because of acts done while on duty 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.

29.02 Notwithstanding clause 29.01, the Board may refuse payment otherwise authorized under clause 29.01 where the actions of the officer from which the charges arose amounted to a dereliction of duty or abuse of his/her powers as a police officer.

29.03 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 where the Board is not joined in the action as a party pursuant to section 50 (1) of the Police Services Act 1990, and the Board does not defend the action on behalf of the Board and of the member as joint tortfeasors at the Board's sole expense.

29.04 Effective April 19, 1991,

- a) Where a member is the subject of a hearing before a board of inquiry established under Part VI of the Police Services Act, 1990, as a result of a decision by the Police Complaints Commission pursuant to s.91 of the Act and the decision of the board of inquiry is that misconduct was not proved, the member shall be indemnified for any necessary and reasonable legal costs arising directly from the defence of the complaint being heard. This provision does not apply to a hearing pursuant to sections 90 or 92 of the Act, or to a decision which subsequently is altered or reversed by the Ontario Court.

ARTICLE 29 - LEGAL INDEMNIFICATION (cont'd)

- b) Where during an inquest under the Coroners Act a member's conduct is called into question because of acts done in the attempted **performance** of his duties as a **police** officer, the member shall be indemnified for any necessary and reasonable legal **costs** directly arising from the protection of the member's interest at such inquiry, but only if:
 - (i) the Chief of Police or the Board does not provide counsel to represent the Service, at the Board's expense; or,
 - (ii) in the opinion of counsel retained by the Chief of Police or the Board to represent the Force, it would be improper for him to represent the member and the Chief and/or the Board before that inquiry.
 - c) This section applies only **to** hearings or inquests concerning acts done in the performance in good faith of the member's duties **as** a police officer.
- 29.05 Where a member intends to apply to the Board for indemnification hereunder, the member shall, within ten (10) days of being charged or receiving notice of other legal proceedings covered herein, apply in writing to the Chief or to the officer designated by the Chief of Police to deal with such applications for approval to retain counsel and approval of the counsel to be **so** retained. In the event of any dispute concerning the counsel to be retained, the matter shall be resolved by an officer designated by the Chief **and** a member of the Association Executive designated for that purpose.
- 29.06 For greater certainty, members shall not be indemnified for legal costs arising from:
- a) grievances or complaints under the Collective Agreement between the Board and the Association or under the Police Services Act;
 - b) the actions or omissions of members acting in their capacity **as** private citizens;
 - c) proceedings and discipline charges under the Police Services Act and regulations, except hearings before boards of inquiry **as** provided for in Article 29.04(a) of this Agreement.
- 29.07 For the purposes of this provision, a member shall not be deemed to be "**finally** acquitted" 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.

ARTICLE 29 - LEGAL INDEMNIFICATION (cont'd)

29.08 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 to the approval of the Solicitor of the Regional Municipality.

ARTICLE 30 - TERMINOLOGY

30.01 Wherever applicable in this Agreement, the singular number shall include the plural and the masculine gender shall include the feminine.

In all instances of reference to the Chief of Police, it is acknowledged that the Chief may delegate his authority as he sees fit.

ARTICLE 31 - DURATION

31.01 The terms and conditions of this Agreement shall remain in full force and effect from January 1, 1991 to December 31, 1991 and thereafter until replaced by a new Agreement, decision or award. Either party may give notice to the other party in **writing** not more than ninety (90) days previous to the expiry date of their desire to bargain for the purpose of making a new Agreement or amendments to the existing Agreement.

Within fifteen (15) days of service of such notice and in any **case** no less than thirty (30) days prior to the expiry date of this Collective Agreement, each party shall provide to the other party a list of the changes it requires to the agreement.

ARTICLE 32 - TRAINING PAY

32.01 A constable who is assigned as a Training Officer shall receive two percent (**2%**) of the **salary rate** of his **rank** for such period of time during which he is actually performing training duties. No officer in any other **rank** shall receive this allowance including officers in receipt of the plainclothes allowance pursuant to section 16.01. The training allowance shall not be pyramided with nor increased by other premiums within this Agreement.

Effective April 19, 1991, this Article includes Constables in the Communications Bureau who are assigned to train a Communicator Trainee and **are required** to complete a performance evaluation and to recommend retention/termination of such Trainee.

SIGNED AT BRAMPTON THIS 21st DAY OF FEBRUARY, 1992.

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

**THE PEEL REGIONAL POLICE
ASSOCIATION**

P. MULLIN
CHAIR

RICHARD WOODS
PRESIDENT

C. SALDANHA
VICE-CHAIR

DAVID A. GRIFFIN
ADMINISTRATOR

M. NNOLIM
MEMBER

T. M. OGILVIE
MEMBER

J. D. DAVIS
MEMBER

C. L. DOBSON
MEMBER

MEMBER

R. MCNAUGHTON
MEMBER

SCHEDULE "A"

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Effective January 1, 1991

Staff Sergeant/ Detective Sergeant	\$62,500.00
Sergeant/Detective	\$56,250.00
Constable - 1st Class	\$50,000.00
- 2nd Class	\$43,513.00
- 3rd Class	\$38,614.00 <i>Base</i>
- 4th Class	\$31,967.00
Cadet - 1st Class	\$27,614.00
- 2nd Class	\$25,812.00
- 3rd Class	\$24,307.00

Annual *salary* shall be based on a **maximum** of 2,080 hours.

To arrive at the hourly rate of pay, 2080 hours are divided into the determined annual *salary*.

SCHEDULE 'B'Compressed Work Week. Uniform Patrol

- .01 The Compressed Work Week Schedule is not intended to reduce a member's regular *salary* nor to increase a member's premium pay. The terms of the Collective Agreement shall be interpreted in conformity with this principle.
- .02 Article 7.01 shall be amended for those officers on Compressed Work Week Schedule to provide for **an** average work week of 40 hours over the **period** of the Compressed Work Week Cycle. The 10-10-8 hour shifts and the rotation of Day Tours, Afternoon Tours and Nights Tours of Patrol Officers shall continue **as** set out in Schedule B-1 attached hereto.
- .03 If the Schedule results in an officer working less than an average of 40 hours per week (including a 60 minute paid lunch **period** in each tour of duty) over the **period** of the Cycle, the officer is required (but not necessarily during the course of each Cycle) to make up such time by attending training sessions or performing other police duties **as** required or, upon mutual consent prior to November 30, the option **to** deduct from the compensation bank at the discretion of management. Each hour **so** spent shall be considered **as** one hour worked to make up for hours paid for but not worked during any Cycle. If insufficient hours are worked as make-up time by November 30 in any year, the hours not worked but paid for shall be charged (i.e. debited) to the officer. Any debit shall be discharged by the officer by crediting overtime or court time (Article 11) at the earliest opportunity. The member shall be given **as** much notice **as** possible and, in any event, no officer shall be required to attend any such training session or perform duties under this clause on less than 2 weeks notice and providing such does not interfere with pre-authorized annual vacation or pre-authorized leave.
- .04 A member assigned from the regular 40 hours per week work schedule to the Compressed Work Week Cycle or vice versa or taking in-service training courses (excluding those forming part of make-up referred to in .03 hereof) may have his tours and schedules varied in a reasonable fashion in order to achieve a total working time **equal** to that which the member would have had if such assignment had not occurred. No premium under 7.02 shall apply to such hours.
- .05 The Employer shall consult with the Association and the Association shall be given an opportunity to respond before any changes (of other **than** a temporary nature due **to** operational requirements) are introduced to platoon or shift starting times, but nothing herein affects a member's right to call back under 7.06.

SCHEDULE 'B' (cont'd)

- .06 An officer's regularly scheduled day off (but not a lieu day off) shall not be altered except for a special operational requirement of a temporary nature. The officer shall be provided with reasonable notice, **taking** into account the amount of notice the Employer has ~~of~~ the special operational requirements ~~of~~ a temporary nature giving **rise** to the change but, in any event, **no** less than 7 days notice shall be given. If insufficient notice is given and the officer does not voluntarily consent to change his schedule day off, the officer shall be entitled to be paid for the time worked **on** such regularly scheduled day off at the rate of time and one-half of his regular hourly **rate**. If time worked on the scheduled day off is overtime, no additional premium under this clause is payable.
- .07 No premium under .06 is payable to a member who is transferred to another bureau, unit, division or shift provided he received no less than 14 days **notice** of such change, the officer may consent **to** waive such **notice**.

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Schedule B-1
Compressed Work Week Schedule
5 Platoon - 35 Day Cycle

	WED	THR	FRI	SAT	SUN	MON	TUE	WED	THR	FRI	SAT	SUN	MON	TUE	WED	THR	FRI
A	A			D	D	D	D				N	N	N	N	N	N	N
B	N	N	N						A	A	A	A			D	D	D
C				N	N	N	N	N	N	N						A	A
D		A	A	A	A			D	D	D			A	A	A		
E	D	D	D			A	A	A			D	D	D	D			

	SAT	SUN	MON	TUE	WED	THR	FRI	SAT	SUN	MON	TUE	WED	THR	FRI	SAT	SUN	MON	TUE
A						A	A	A	A			D	D	D			A	A
B			A	A	A			D	D	D	D				N	N	N	N
C	A	A			D	D	D			A	A	A			D	D	D	D
D	D	D	D	D				N	N	N	N	N	N	N				
E	N	N	N	N	N	N	N						A	A	A	A		

The Regional Municipality of Peel Police Services Board advises the Peel Regional Police Association of its policies on the following matters, such policies are not intended to form a part of the Collective Agreement:

1. Subject to the exigencies of the service, a member assigned to Uniform Patrol shall be assigned a one hour lunch **period**, provided such lunch **period** shall
 - a) not commence before the completion of three hours of duty nor be completed after the completion of eight hours of duty, when the member is assigned to a ten hour tour of duty; and
 - b) not commence before the completion of two hours of duty nor be completed after the completion of six hours of duty, when the member is assigned to an eight hour tour of duty.

2. a) A member who may be eligible for legal indemnification under Article 29 of the Collective Agreement and who wishes to apply for funds to provide his counsel with a deposit on account of fees, if such deposit is required, may make application for such funds if
 - (i) the member needs counsel because he has been charged with an offence against the Criminal Code based on the information of someone other than a police officer and the member's offence is alleged to have been committed during the arrest or laying of charges against a suspect or during the events leading thereto;
 - (ii) it appears that Article 29.03 of the Collective Agreement does not apply;
 - (iii) the amount requested does not **exceed \$2,000** or is deemed reasonable by the Solicitor for the Regional Municipality;
 - (iv) in a manner and form satisfactory to the Solicitor of the Regional Municipality, the member and the Association agree to repay the funds to the Board in the event that the member is not entitled to indemnification under Article 29 of the Collective Agreement.
 - (v) the Chief of Police **so** recommends.

b) Where an investigation is commenced under Part VII of the Police Services Act and it appears ~~to~~ the Chief of Police that officers of the ~~Peel~~ Regional Police require legal counsel in responding to the investigation, the Chief of Police may arrange for legal counsel to provide counsel to such officers in connection with the investigation on such terms ~~as~~ the Chief considers appropriate. As ~~soon as~~ practicable, the Chief shall bring his action and ~~his~~ recommendation to the attention of the Board who may approve or alter the terms of retention of such legal counsel or the Chief's recommendation in respect thereof. Neither ~~the Board~~ nor the Chief shall provide legal counsel after the completion of the investigation or the laying of information(s), as Article 29 of the Uniform Collective Agreement is intended to govern such matters.

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

Peel Regional Board of Commissioners of Police, Brampton and Peel Regional Police Association (Ind.) (1,100 officers and cadets): A 12-month renewal agreement effective from January 1, 1991, to December 31, 1991, settled in April at the bargaining stage. Duration of negotiations - 6 months.

Wages: Effective Jan. 1/91 ✓

Increases

Constable - 1st Class and above	6.05%
Constable - 2nd, 3rd Class	4.75%
Constable 4th Class, Cadet 1st, 2nd, 3rd Class	Wage Freeze

Annual Rates

Cadet, 3rd Class	\$24,307 (unchanged)
Constable, 3rd Class	\$38,614 ✓ (\$36,863)
Constable, 1st Class	\$50,000 (\$47,149)
Staff Sergeant/Detective Sergeant*	\$62,500 (\$58,631)

Special
Adjustments:

Effective January 1, 1991, salary differential between Staff Sergeant/Detective Sergeant and Constable 1st Class increases to 125.00 (124.35) per cent. Also, differential between Sergeant/Detective and Constable 1st Class increases to 112.5 (111.9) per cent.

Senior Constable Allowance (new) - Effective April 25, 1991, a first Class Constable with 10 years' service will receive an allowance equal to 1.5 per cent of regular salary. The allowance is not to be pyramided with, nor increased by, other premiums contained in the agreement, with the exception of training pay. Officers receiving this benefit will not be eligible for service pay.

Hours of Work: 40 per week (unchanged).

Overtime: Meal - Effective May 1, 1991, \$5 (\$3).

Compensatory Time Off - Employee eligible to carry-forward up to 60 (40) hours of accumulated overtime into succeeding calendar year.

Shift premium: \$260 (\$250) per year for employee working a full year on a 3-shift rotation basis; \$160 (\$150) per year for employee working on a 2-shift basis. Pay out is prorated for those not working a full year (unchanged).

Paid Holidays: 11 (unchanged).

Paid Vacation: 2 weeks after 1 year, 3 after 4, 4 after 10, 5 after 16, 6 after 22, and 7 after 30 (unchanged).

Health and Welfare:

Life Insurance for Retirees - Effective July 1, 1991, \$12,000 (\$10,000) for employee retiring after January 1, 1987, who is in receipt of an unreduced pension. ~~Secondary~~ retiree life insurance policy in ~~the amount~~ of \$1,000 is deleted

Maintenance of Insurance Coverage - In the event of death of a current member, ~~the~~ employer will maintain all medical insurance applicable to the surviving spouse and dependents for a ~~period~~ of one year (~~new~~).

Extended Health Care Plan - Effective May 1, 1991, **hearing aid** coverage increased to a lifetime maximum of **\$250** (\$150); **vision care** maximum increased to **\$150** (\$100) in any 24-month **period**; **chiropractic** coverage increased to **\$25** (**\$15**) per visit with an **annual** maximum of **\$500** (**\$225**).

Dental Plan - Effective July 1, 1991, coverage based on 1991 (1990) **Ontario** Dental Association ~~fee~~ schedule.

Allowance:

Cleaning - **\$235** (\$225) per year.

JURISDICTION

FED	AGREEM. EFFEC. DATE: 910101	SETTLEMENT DATE: 910418
PROV x	AGREEM. EXP. DATE: 911231	WAGE EFFECTIVE DATE: 910101
PSSRA	NO. OF EMPLOYEES: 1100	WAGE REOPENER DATE:

STAGE OF SETTLEMENT: B
 DUR. OF NEGOTIATION: 06

SIC: 951

COMPANY: Peel Regional Board of Commissioners of Police (Uniform)
 UNION: Peel Regional Police Association

LOCATION: Peel County, Ont.

CDLA: NONE X DELETED EXISTS INACTIVE

COMMENTS:

>
>
>

OCCUP.: CONSTABLE 3RD CLASS

HOURS WORKED: 2080.00

PREV. NEG. BASE RATE: 17.724 + COLA FOLD-IN AMT: (0.000) = 17.724

DATE	RATE	%	DATE	RATE	%	DATE	RATE	%
--> 910101	18.564	4.74		0.000	0.00		0.000	0.00
-->								
-->								

WAGE INCREASES:

> 910101 - CADET 1ST-2ND-3RD CLASS AND CONSTABLE 4TH CLASS - WAGE FREEZE
 > 910101 - CONSTABLE 3RD AND 2ND CLASS - 4.75% CONSTABLE 1ST CLASS - 6.05%

LUMP SUM PAMNTS: >

CHNGS. IN INCR.: >

SPEC. ADJ.: >

OTHER:

> SERGEANT\DETECTIVE DIFFERENTIAL INCREASED FROM 111.9% TO 112.5% OF CONSTABLE
 > 1ST CLASS - STAFF SERGEANT\ DETECTIVE SERGEANT FROM 124.35% TO 125.0%

*** PREVIOUS COLA INFORMATION ***

CARRY-OVER FLOAT = 0.000 FOLD-INS OF CARRY-OVER FLOAT: (Y or N)
 DATE AMOUNT | DATE AMOUNT | DATE AMOUNT | DATE AMOUNT | DATE AMOUNT

*** CURRENT COLA INFORMATION ***

CPI TYPE: > < # OF CALC.: COMP. FQ.:

COLA TYPE:

>
>

TRIGGER: >

CAP: >

COMP. PER.:

>
>

FOLD-IN DTS: /

OTHER:

>
>
>