

UNIFORM COLLECTIVE AGREEMENT

Regional Municipality
of Peel
Police Services Board

and

Peel Regional Police
Association

January 1, 1993 - December 31, 1995

AUG 17 1995

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THIS AGREEMENT made this 1st day of January, 1993.

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.
 - 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 Clause 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.

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.

- 4.04 Disciplinary procedures such as conduct sheets, written warnings or disciplinary statements of a derogatory nature entered on the officer's record, which have not resulted in a Discipline Charge, shall be removed two years after being entered, provided that during that time no other incidents of misconduct have been documented or entered into his record.

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

**4.05
NEW**

This Clause is effective November **25, 1994**, and may be utilized for incidents reported on or after this date:

- (a) The Board and the Association shall endeavour to maintain a working environment which is free from harassment based on sex or race. In the event a complaint cannot be resolved in accordance with Board policy, the provisions of this Article shall apply.
- (b) For the purposes of this Clause, harassment based on sex includes:
 - (1) Unwanted sexual attention of a persistent or abusive nature, by a person who knows or ought reasonable to know that such attention is unwanted; or
 - (2) Implied or expressed promise of reward for complying with a sexually oriented request; or
 - (3) Implied ~~or~~ expressed threat ~~or~~ reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
 - (4) Unwanted sexually oriented remarks and/or behaviour of a persistent nature which are reasonably perceived to create a negative psychological and/or emotional work environment.
- (c) For the purposes of this Clause, harassment based on race includes engaging in a course of conduct that is known or ought reasonably to be known to be unwelcome where such comment ~~or~~ conduct consists of words ~~or~~ action by the employer, supervisor, or a co-worker, which disrespects or causes humiliation to a bargaining unit employee because of his/her race, colour, creed, ancestry, place of origin or ethnic origin.
- (d) The provisions of this Clause may not be utilized where the subject matter of the complaint is or has been or becomes the subject of a complaint to the Human Rights Commission, ~~or~~ the subject of charges under the code of discipline under the Police Services Act, ~~or~~ discipline of a civilian member.
- (e) Nothing in this Clause shall prevent the initiation of disciplinary action and/or proceedings by the Board or the Chief.
- (f) Upon receipt of a confidential letter from a person designated by the parties to implement the policy against harassment in the workplace (The Complaints Counsellor, hereinafter "the Counsellor") complaining of any incident of harassment on the basis of sex ~~or~~ race involving a member of the service, the Board shall forthwith refer the letter to a Harassment Investigator (hereinafter "the Investigator"), that shall be appointed by the Board, who shall, within three weeks of receipt of the letter by the Board, make a non-binding recommendation to the Board and shall deliver copies of the report to the Board and the Association.

When the Investigator makes a report, the Board shall determine if an informal discussion between the parties and the Association would be helpful to achieve resolution.

- (g) Should no resolution be achieved the matter may be forwarded to an arbitrator. The parties agree that neither the Counsellor nor the Investigator shall be a compellable witness in any given arbitration or discipline hearing, and the parties agree not to seek to have them give evidence at any arbitration hearing between the parties, or at a discipline hearing.

Within sixty days of ratification, the Board shall, after meaningful consultation with the Association, designate a Counsellor (or Counsellors) and an Investigator (or Investigators) for the purposes of this Article.

- (h) The expenses of the Investigator shall be borne by the Board.
- (i) Where an arbitrator concludes that harassment has occurred based on sex or race, the arbitrator may direct:
- (1) That the aggrieved employee (the complainant) not be required to continue work in proximity to any person (respondent) found to have engaged in any sexual or racial harassment conduct; and
 - (2) That any employee who is found to have engaged in sexual or racial harassment be reassigned to another location or time of work without regard to the respondent's seniority; and
 - (3) That the Board pay the aggrieved employee compensation for all wages lost **flowing** from and reasonably connected to the sexual or racial harassment complained of.
 - (4) Such other non-monetary remedy that is consistent with this Article and which is designed to be remedial in nature, consistent with the rights and duties of the parties and any person under the Human Rights Code.
- (j) In any arbitration case arising out of or related to sexually or racially harassing conduct, where an arbitrator finds that the harassment has occurred, the arbitrator is hereby expressly empowered to direct that the perpetrator or the person harassed be transferred away from the place and/or time of work, and the arbitrator may impose a remedy which may detrimentally affect the perpetrator's job classification, seniority, wages or other benefits, but such detriment shall only be the minimal amount necessary to remedy the harassment in the circumstances. The arbitrator may direct a transfer of the perpetrator without regard to his or her seniority or privilege outlined in the Collective Agreement, and may impose conditions upon the perpetrator transferred, as the arbitrator deems appropriate, which conditions are to be remedial in nature only.

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.
- 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

- 6.01** The annual salary for each classification is set out in Schedule "A" of this Agreement, subject to the Letter of Understanding dealing with reopening negotiations on Page 47.
- 6.02** A First Class Constable who has completed ten years with this Service shall receive 2% 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

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.

- 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.
 - 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. 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.
- 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.
- 7.05** A member who is required to work overtime as set out in Clause **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 Five Dollars (**\$5.00**) on presentation of food receipt and thereafter a similar allowance or, an addition to the allowance of Five Dollars (**\$5.00**), 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.
- 7.06** For the purposes of this Clause "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.
- 7.08**
NEW A member shall receive at least 14 days notice of a permanent transfer (as distinguished from a temporary transfer or a transfer arising from a conflict or pending discipline) to another bureau, unit, division or shift. A member may consent to waive such notice.
- 7.09**
NEW Prior to the implementation of any new schedule or change to a schedule (other than a change of a temporary nature to meet requirements of operations) for members in a unit or bureau, the Association shall be informed of the proposed schedule and provided with the opportunity to consult on such. The parties may set up a

committee with respect to any proposed schedule and the committee may informally solicit the views of members who would be working the proposed schedule and may make recommendations to the Chief or his designate concerning such proposal.

ARTICLE 8 - CLOTHING ALLOWANCE AND UNIFORMS

8.01 This benefit shall not apply to any **member(s)** who have been assigned in order to accommodate the officer, (e.g. disability, pregnancy, under charge) who are not required to perform all the regular duties of the position, and not required to wear Civilian Attire.

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 provide Dry-cleaning Vouchers to each member, at an annual ~~per-~~ member cost to the Board of **\$235.00** in compensation for dry-cleaning of members' clothing used in the course of duty. Dry-cleaning Vouchers shall be distributed on a semi-annual basis. Voucher redemption shall be in accordance with the contract between the Board and the dry-cleaning vendor, a copy of which shall be provided to the Association.

NEW

ARTICLE 9 - VACATIONS

9.01 The Board will grant vacation on the following basis:

a) After one (**1**) year of continuous service - **80** hours.

b) After four (**4**) years of continuous service - **120** hours.

- c) After ten (10) years of continuous service - **160** hours.
- d) After sixteen (16) years of continuous service - **200** hours.
- e) After twenty-two (**22**) years of continuous service - **240** hours.
- f) After thirty (**30**) years of continuous service - **280** hours.

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	Canada Day	Remembrance Day
Good Friday	Civic Holiday	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

- 10.02** A member who is assigned to a position which normally requires the member to work Monday to Friday shall, when not required to work on the day of observance for a statutory holiday, receive the day off with pay. In the event the member is required to work on the statutory holiday, the member shall receive, in addition to the regular day's pay, either accredited time or payment, at the member's discretion, at the rate of time and one half (**1-1/2**) for all hours worked, with a minimum guarantee of three (**3**) hours at the rate of time and one half (**1-1/2**). Such payment shall not be pyramided with callback under Clause **7.06** in Article 7. A credit under this Article shall be applied in the same manner as overtime under Clause **7.02** in Article 7.

- 10.03** A member not covered by Clause **10.02**, shall be compensated for the statutory holidays on the following basis:

- a) Sixty-four (**64**) hours shall **be** paid at the rate of time and one-half.

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.
- c)** Payments to members shall be made on the following basis:
 - i)** In July of each year, a pro-rata payment based upon the member's election and work assignment for each of the four (**4**) statutory holidays prior to June 30th that year.
 - ii)** In January of the following year, a pro-rata payment based upon the member's election and work assignment for each of the seven (**7**) statutory holidays not covered in (i) above.

10.04 A member who receives payment under Clause **10.03** may only receive time off for such statutory or other holidays:

- (a)** from the member's statutory holiday time off, debited at straight time rates; or
- (b)** from the member's annual leave, debited at straight time for time taken on the holiday; or
- (c)** from the member's **7.02** and **11.06** overtime credits, debited at the rate of time and one-half for time taken on the holiday.

10.05 A member who receives payment under Clause **10.03** and who terminates service during the calendar year, 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 statutory holiday as provided under Clause **10.03** that occurred during the portion of the calendar year the member worked up to a maximum of eighty-eight (**88**) hours.

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.
- 11.03** In lieu of the provisions of Clause 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 Clause 7.02 of Article 7. 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 Clause, 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 Clauses **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.

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.

The method of payment of entitlements under Article **11** shall be selected by the member in the same manner as under Clause **7.02** of Article **7**.

- 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** A member who has retired and is in immediate receipt of his **OMERS** pension shall, when required to attend Court in accordance with Clause **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

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

ARTICLE 13 - SHIFT DIFFERENTIAL

- 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 Extended Health Care Plan for every member and his dependents consistent with the rules and regulations of these Plans.

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.

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 1992 Ontario Dental Association (O.D.A.) Schedule of fees. As a clarification, Cadets shall be regarded as qualifying under all provisions of Clause 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 July 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) \$12,000.00 Group Term Life Insurance
- (ii) Health Benefits (semi-private and health care);
- (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/hør 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 In the event of death of a member, the benefits provided under Clause 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 This benefit shall not apply to any member(s) who have been assigned in order to accommodate the officer (e.g. disability, pregnancy, under charge) who are not required to perform all the regular duties of the position.

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.

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.)

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 Clause 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 LACEMENT 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
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 Clause **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 (Clause **18.04**). Such application shall be submitted as soon as practicable with each recurrent absence.

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
 - 2.** Benefits provided in Clause **14.01** of Article **14** 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 Clause 14.01 of Article 14 shall continue until such time as a determination is made on a claim for LTD benefits.

Benefits provided in Clause 14.01 of Article 14 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 Clause 14.01 of Article 14, 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.

NEW If a member wishes this Clause to apply to a common-law spouse as defined in the Family Law Reform Act, the Service must be notified prior to any claim against this provision.

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.

In respect of the two-week U.I. waiting period, the member shall be paid 75% of her regular weekly earnings.

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

The terms and conditions applicable to a member's unpaid leave of absence or series of unpaid leaves of absence which exceed 4 weeks in any calendar year are included in this Agreement as a Letter of Intent (see page 39).

- 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. In the event that the Association requires more time for Police Association of Ontario meetings and Canadian Police Association meetings than provided for under this Clause, and Clause 19.03, the Association shall provide adequate notice of such requests to the Chief of Police, and in any event not less than 21 days. Such additional time off shall be with permission in all cases, however, such permission shall not be unreasonably withheld, and shall be determined within a reasonable period of time, and, in any event, no later than 14 days of the intended meeting. The Association shall reimburse the Board based on the hourly rate of the additional member(s) in attendance.
- 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 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 Clause **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.

- 21.02** A member covered by the previous article, and involving a third party, shall notify the Director, Human Resources 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.

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.

2 - 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 using the Grievance Form and submitted to the Senior Officer in Charge of the Division or Unit. A Senior Officer shall meet with the aggrieved member, who may be accompanied by a representative of the Association at this step. The Senior Officer shall render his written decision within six (6) working days following such meeting.

As clarification it is noted that the Board shall have the right, at its discretion, to release cadets from employment, and consequently such cadets shall not be permitted to lodge a grievance relating to their suspension or discharge.

STEP 2

Failing satisfactory settlement under Step 1, 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 1. The member may be accompanied by two representatives of the Association at this step. The Chief of Police shall render his written decision within six (6) working days following such meeting.

STEP 3

- a) Failing satisfactory settlement under Step 2, 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.

In the event that the member does not receive a response, for the purpose of setting a meeting, on submission of a grievance at any Step in this procedure within Twenty-five (25) days of such submission, the member may submit the

grievance to the next Step of the procedure.

STEP 4

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.

An arbitrator set up under Step 4 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, using the Grievance Form, 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 3 and the said Step 3 and Step 4 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 the "Normal Retirement Age" for O.M.E.R.S. purposes is age sixty (60), and that no member shall retire later than the last day of the month in which the member turns age sixty-five (65).
NEW
- 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:
- 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 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.

- 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 Clause **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.

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 - LAY-OFF

Where the Board has made a decision to reduce the complement of the Service, the following system of lay-off and, if subsequently required, termination shall apply:

- 30.01** Constables shall be laid off based on seniority, those constables with the least seniority shall be the first to be laid off. Members shall receive at least **60** calendar days' notice prior to the effective date of the lay-off or payment in lieu thereof except for probationary members who shall receive at least **30** days' notice prior to the effective date. The Board agrees that there shall be no lay-offs in the ranks of **Sergeant/Detective** or Staff **Sergeant/Detective** Sergeant.
- 30.02** Officers will be recalled in reverse order of lay-off.
- 30.03** No new officer shall be hired while any officer with recall rights has not been provided with recall opportunity, except with the consent of the Association.
- 30.04** (a) A constable selected for recall shall be informed of such by written notice. This notice shall be considered received by the member when mailed Registered Mail, to the last known address of the member as shown on the record of the Force. It shall be the responsibility of each member on lay-off to keep the Force advised of his/her current address. Within ten calendar days after a member receives notice he/she must advise the Force in writing that he/she accepts such recall and will be able to commence employment on the date specified in the notice. Any and all **re-employment/recall** rights granted to a member shall terminate upon such member's failure to reply within **10** days of receipt of the notice or if the member does not agree to return to duty within **14** days of receipt of the notice or within **14** days of the recall date specified on the notice whichever is later.
- (b) A member on lay-off shall retain his/her right to recall after a lay-off for a period of two years commencing with the effective date of the lay-off, provided the member has not been found guilty of an act of misconduct resulting in the member's dismissal from the Force.
- A member on lay-off remains subject to discipline under the Police Services Act.
- (c) During the period of lay-off a member on lay-off shall not be entitled to any of the provisions of the Agreement except the right to recall as provided in this article.
- 30.05** For the purposes of the above lay-off and recall provision,
- (a) "Seniority" means continuous service in the Force as a Police Officer.
- (b) If two or more members have the same "seniority", the Board shall determine seniority for lay-off based on, in this order:

- (i) Length of prior service as a Police Officer with the Peel Regional Police Force,
- (ii) Length of prior service as a civilian member of the Peel Regional Police Force (including service as a cadet),
- (iii) In the absence of the above, by random draw in the presence of the members concerned.

30.06 During the initial **6** months of lay-off and provided the member remains qualified for recall, the member shall continue to receive the benefits provided under Clause **14.01** of Article **14**, to be maintained and paid for in whole by the Board.

30.07 The lay-off of a member will not be considered a termination of employment until the completion of the two year period referred to in Clause **30.04(b)** and the requirements of the Police Services Act have been complied with in respect of the member's termination. A member who is no longer eligible for recall because of misconduct (**30.04(b)**) or because of failure to respond to recall or to return to work as provided in Clause **30.04(a)** or who submits written notification to the Board waiving any right to recall or re-employment with the Board shall be deemed to have terminated his/her employment with the Board.


30.08 Nothing in this article precludes the Association from challenging the adequacy **and** effectiveness of police services required of the Board under the Police Services Act.

ARTICLE 31 - TERMINOLOGY

31.01 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 32 - DURATION

32.01  The terms and conditions of this Agreement shall remain in full force and effect from January 1, 1993 to December 31, 1995 and thereafter until replaced by a new **Agreement, decision or award**, or amended in accordance with the **Letter of Understanding** dealing with reopening negotiations on Page 45. 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 33 - TRAINING PAY

33.01 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 Clause 16.01 of Article 16. The training allowance shall not be pyramided with nor increased by other premiums within this Agreement.

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 12 DAY OF June, 1995.

THE REGIONAL MUNICIPALITY OF PEEL
POLICE SERVICES BOARD

[Signature]
CHAIR

[Signature]
VICE-CHAIR

[Signature]
MEMBER

[Signature]
MEMBER

[Signature]
MEMBER

MEMBER

MEMBER

THE PEEL REGIONAL POLICE
ASSOCIATION

[Signature]
PRESIDENT

[Signature]
ADMINISTRATOR

[Signature]
MEMBER

[Signature]
MEMBER

MEMBER

MEMBER

MEMBER

SCHEDULE "A"**Effective January 1, 1993**

Staff Sergeant/ Detective Sergeant		\$64,063.00
Sergeant/Detective		\$57,656.00
Constable - 1st Class		\$51,250.00
	2nd Class	\$44,601.00
	3rd Class	\$39,579.00
	4th Class	\$32,766.00
Cadet - 1st Class		\$28,304.00
	2nd Class	\$26,457.00
	3rd Class	\$24,915.00

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**.
- .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

scheduled 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.

SCHEDULE C - OMERS Type 7 Pension Plan

Amend Section 3(c) of Part VI of the Social Contract Local Agreement to read:

" In order to achieve further sustainable savings for the purposes of the Social Contract Act, the Board will implement **OMERS Type 7** Supplementary Downsizing Agreements, at no cost to the Board, (assuming **OMERS** funds remain available), within **60** days of the ratification of the Memorandum of Settlement for the Uniform and Civilian Collective Agreements.

The following options shall be made available:

- **OMERS** Option "B" : 80 Factor - Within 10 Years of NRA (NRA 60)
- **OMERS** Option "E" : 75 Factor - Within 10 Years of NRA (NRA 60)

All members who elect to take early retirement under the Type 7 provision must notify the Board in writing no later than February **28, 1995**, of their intention to retire, and shall retire from the Service no later than December **31, 1995**.

Conditions re: Entitlement to Early Retirement Incentive

1. The parties further agree that the benefit referred to in paragraph (a) (ii) Section **3** [Part VI of the Social Contract Local Agreement] will be available to eligible members provided that the total amount of funds to be available will not exceed \$600,000 (hereinafter referred to as the "Fund"), which sum is comprised of :
 - (i) the balance of the monies already made available in accordance with Section VI (i) of the Social Contract Local Agreement by the non-payment of Board **OMERS** contributions in 1993, being approximately \$251,000 of the interest earned on the Type III Account surplus funds (being \$648,207.56) for the period December 31, 1991 to August 9, 1993) **plus**
 - (ii) up to approximately \$349,000 which sum will be made available to the Board by the parties hereto agreeing to access such amount from Type III Account surplus interest held by **OMERS** as more particularly set out in Section VI (i) of the Social Contract Local Agreement. A maximum of \$349,000 will be available and will only be accessed from **OMERS** to the extent necessary to pay early retirement incentives in accordance with the terms of this Schedule **C**.
2. To be eligible for the benefit in paragraph (a) (ii) of Section **3** [Part VI of the Social Contract Local Agreement], (hereinafter referred to as the "Early Retirement Incentive"), a member shall be eligible prior to December **31, 1995**, for either

- a) an unreduced non-Type 7 OMERS pension (ie. member has 30 or more years of credited service for purposes of entitlement to an unreduced OMERS pension); or
 - b) an OMERS Type 7 Supplementary pension under the Options "B" and "E" described above,

and provided that such member
 - c) must provide by February 28, 1995, written notice of irrevocable intention to retire by December 31, 1995, to the Board and must retire from the Service no later than August 31, 1995, or December 31, 1995, as more specifically set out in paragraph 3 below; and
 - d) does not reach normal retirement age prior to January 1, 1996;
and
 - e) monies are available in the Fund to pay such Early Retirement Incentive.
3. The eligible member shall indicate in writing on such written notice of intention whether the member prefers to retire (i) by August 31, 1995, or (ii) in December, 1995. Of the total eligible retirees, 50% shall retire by August 31, 1995, and the balance in December, 1995. If insufficient (less than 50%) or excessive (more than 50%) members indicate an intention to retire during each of such time periods, the Board may alter a member's preference so that the 50% objectives are achieved provided that the eligible members with the least seniority with the Service will have their preferred retirement date altered so long as the member's eligibility for pension as specified in paragraph 2 is maintained.
 4. The total Early Retirement Incentive benefits payable hereunder shall not exceed the monies in the Fund, which shall not exceed \$600,000 as set out in paragraph 1 above. If the entitlement of otherwise eligible members exceeds \$600,000, the Board shall reduce the number of eligible members on the basis of those with the greatest seniority with the Peel Regional Police being preferred for eligibility. It is understood and agreed that all members of the Service will be eligible to apply for the Early Retirement Incentive without regard to bargaining unit, and the Early Retirement Incentive benefits provided hereunder through the Fund will be based upon Peel Regional Police seniority without regard to bargaining unit.
 5. An applicant member will, despite paragraph 2 hereof, be entitled to revoke his/her notice of resignation or retirement (provided he/she has not already resigned or retired), if the member is not eligible for one of the OMERS pension described in subparagraphs 2 (i) or (ii) hereof, or if the Fund is exhausted so that the member, because of his/her lesser seniority is not able to receive the Early Retirement Incentive provided hereunder.

6. An applicant must satisfy himself or herself as to the applicant's **OMERS** entitlement. While the Board and the Association will endeavour to obtain the requisite information from **OMERS** as to the member's entitlement, neither the Board nor the Association can accept responsibility for the accuracy of the information obtained from **OMERS**.
7. This portion of the Agreement (Schedule **C**) is conditional upon the Senior Officers' Association agreeing to this Schedule as part of the Memorandum of Settlement between the Board and that Association.

In the event the agreement of the Senior Officers' Association is not obtained, the Board and the Association agree to resume discussions for the purpose of making the necessary changes to this agreement to give effect to the measures contained herein for members of this Association.



Grievance Form

Association _____

Grievance No. _____

Member _____

Badge No. _____

Unit/Bureau _____

Classification _____

Supervisor _____

Statement of Alleged Violation

Article(s) Allegedly Violated

_____ and any other relevant Article of the Collective Agreement

Statement of Facts to Support Grievance

Statement of Redress Sought

Signature of Member/Association Representative

Yr. Mo. Day

Step 1 Senior Officer/Manager in Charge

Name _____ Badge No. _____

Date and Time Grievance Received _____

Response _____

Step 2 Chief of Police

Date and Time Grievance Received _____

Response _____

Step 3 Board Grievance Committee

Response _____

Step 4 Written Request for Arbitration received by Board on

_____ Yr. Mo. Day

_____ Time A.M. P.M.

Uniform Collective Agreement
LETTER OF INTENT

Unpaid Leaves of Absence

A Member ~~requesting~~ an unpaid Leave of Absence shall submit his/her request on the Peel Regional Police **Application For Leave of Absence Without Pay Form**, specifying the following information:

- e member's name, **rank**, badge number unit, hue date
- e ~~commencement~~ and ~~termination~~ dates of the Leave
- duration of the Leave
- member's vacation schedule coincident with the requested Leave period
- the purpose of the Leave

IT IS AGREED BY THE PARTIES that if the Member's Leave or series of **Leaves** exceeds four (4) weeks in any **calendar year**, the Member's Leave **will** be governed by the following terms and conditions:

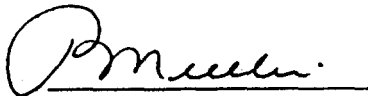
- (1) Throughout the **Leave period** the Member shall not receive any wages, allowances, fringe benefits or **other** remuneration from the **Board**. The Member agrees to waive the rights and privileges of the Collective Agreement in force ~~at~~ the commencement of the Leave except **as** specified hereunder. No matter arising from the operation of this Agreement may be the subject of a grievance.
- (2) The Member's **rank** and the accumulation of service and seniority will be ~~frozen~~ effective the date the Leave **commences**, and the Member's **rank**, seniority and service **earned** prior to that date will be recognized upon return to **work**.
- (3) The Board has ~~no obligation to provide~~, and no ~~restriction on~~ providing employment to the Member during the Leave.
- (4) Clothing/Tool/Footwear allowance for the year, if the Member is entitled on the date the Leave **commences**, **will** be prorated up to that date and paid **as** provided in Article 8 of the Uniform Collective Agreement.
- (5) The Member shall have the option of being paid by the Board prior to the commencement of the Leave of Absence in accordance with this agreement, for all outstanding vacation time which **accrues** prior to the Leave of Absence, or of maintaining such vacation entitlement for use during the next calendar year following the **return** from the **Leave** of Absence. The Member shall notify the Board of the choice between these alternatives at least 14 days prior to the commencement of the Leave of Absence. The Member shall not accrue vacation entitlement during the Leave of Absence.

- (6) If eligible, credit shall be given for Statutory Holidays which occurred during the period worked before the commencement of the Leave of Absence as they are for terminated Members.
- (7) Court time during the Leave period, arising from police duties performed prior to the commencement of the Leave of Absence, will be paid in accordance with Article 11 and Article 21 of the Uniform Collective Agreement, and the Social Contract Local Agreement. The time portion of overtime earned must be used within 3 months of the Member's return from the Leave of Absence, or by March 31st of the following calendar year, whichever occurs later.
- (8) Time on Leave of Absence will not accumulate for purposes of Service Pay but upon returning to active duty, service accumulated prior to the date the Leave of Absence commenced will count.
- (9) If eligible for Shift Differential during the year the Leave commences, the Member shall receive a pro-rata portion.
- (10) Welfare Benefits: Provided the Member remains a resident of Ontario, and provided there is no cost to the Board, the Member may make arrangements with Human Resources to pay the full cost of benefits or any portion normally paid by the Board in order to maintain agreed upon benefits for the duration of the Leave. All payments must be received in full prior to the commencement of the Leave by way of post-dated cheques. Where arrangements are not made to prepay benefits, or where such pre-payments have been made but are in default, the Member's benefit coverage shall be terminated. If pre-payment is not elected, coverage shall commence the first day of the next month following the date of return to work (if applicable).
- (11) The Member will not be given prior consideration for promotions while on the Leave of Absence.
- (12) STD Plan: The accumulation of service for sick pay benefits will be frozen at the date the Leave starts and continue from that point when the Member returns to work. The Member will not be allowed to claim under the STD plan if the Member should become ill or injured during the Leave period.

LTD Plan: The Member is not covered for LTD during the Leave of Absence. The Member will not be able to activate a claim for any Long Term Disability payments if the Member should become disabled after having commenced the Leave of Absence.
- (13) Special Leaves of Absence: The Member is not entitled to claim any leaves with pay and/or benefits or allowances during the Leave of Absence.
- (14) Education: This benefit will not be available and the approval of the Leave in question will not be construed as activating the education/courses article of the Collective Agreement.

- (15) **Pension:** All pension contributions (Member and Employer portions) will be suspended over the period of the Leave of Absence while the Member is not earning eligible earnings. (Subject to OMERS regulations, and administrative requirements, Members of OMERS have the option of purchasing, in whole or in part, Leave of Absence service, and such purchased service will be included as credited service. The Member's cost to purchase is equal to both the Employer's and the Member's contributions based on the salary prior to the commencement of the Leave).
- (16) The Member shall return all issued equipment prior to the commencement of the Leave.
- (17) The Member shall be reassigned to the same rank held prior to the Leave of Absence, provided the Member: (a) returns as scheduled, and (b) uses the Leave for the reason as indicated and approved.
- (18) The Member undertakes that, while on such approved Leave of Absence, they will not engage in any conduct contrary to the interests of the Service.
- (19) The Member returning from an approved Leave of Absence must attain, and, where necessary, requalify for the normal standards of re-qualification for his/her rank. Failure to achieve these standards may result in an alternate assignment within their rank from the assignment the Member held prior to commencement of the Leave.

Peel Regional
Police Services Board



Chair

Peel Regional Police Association

By: 

March 11, 1994

Date

LETTER OF INTENT - JOB SHARING

(NEW)

The Board and the Association agree to enter into a pilot "Job **Sharing**" arrangement, subject to the provisions of this Agreement, for a term of one (1) year. "Job **Sharing**" means that two (2) non-probationary members occupy one (1) complement position, the duties of which they are both qualified to perform, such that they equally share the pay and hours of work. The Board and Association, agree that the participants in the pilot project will be governed by the following terms and conditions:

Agreement

This Agreement takes precedence over the Uniform and Civilian Collective Agreements where the two conflict.

2. Service

Service accumulation for seniority is to be pro-rated at 50%, for each participant, such that the member earns a maximum of six months credited service for each year of service in the job sharing pilot project.

3. Work Schedules

- a) Each member shall work a full tour of duty daily. Article 7.02 (a) of the Uniform Collective Agreement or Article 7.03 (a) of the Civilian Collective Agreement will only apply if the member works in excess of a regular daily tour of duty.
- b) In respect of Schedule B-1 of the Uniform Collective Agreement, (except scheduled vacation periods), the members will work alternating blocks of work days.
- c) Any scheduling changes by participants must be approved in advance by the Divisional Inspector (or designate) or Civilian Manager. The participants shall provide a minimum of ten (10) days notice of such change.

4. Salary

Each member shall receive gross bi-weekly pay equal to 50% of the amount payable to a full-time member at the same rank/classification, provided they work 50% of what a full-time member at the same rank/classification works.

5. Reconciliation of Hours

At the conclusion of the one year period, a reconciliation of actual versus required hours worked will be conducted for all members participating in the job sharing arrangement. Any required adjustment of hours will be made from or to the members' compensation or vacation time banks on a straight time basis. If there are insufficient hours in these banks any overpayment will be recovered by deduction from the member's bi-weekly salary.

6. Vacation

Each participant will earn vacation credits at the rate of **50%** of their normal entitlement, with a further pro-ration of the credit in respect of the actual period worked in the job sharing arrangement.

7. pension

Pension contributions and credits shall be adjusted in accordance with **OMERS** Regulations.

8. Court Time

Payment for court time (Article 11 - Uniform, Article 10 - Civilian) will be made as it applies to each participant's schedule. Participants are required to notify the Court Bureau of their new work schedule and where possible set court for the days they are working day shift. If they are required to attend court on a day other than their scheduled day shift, then overtime would apply as per their respective Collective Agreement.

9. Callback

If callback situations arise, the on-duty supervisor will decide which job share participant to call in.

10. Injured on Duty

"Net Pay" for the purposes of Article 21.01 of the Uniform Collective Agreement or Article 20.01 of the Civilian Collective Agreement shall mean **50%** of the net pay of the member's full time position.

11. Income Replacement Plan

All entitlements under the Income Replacement Plans (excluding Long Term Disability) shall be **50%** of those received by the member in their full time position. (Job share participants will not have Long Term Disability coverage while job sharing.)

12. Welfare Benefits

- a) For Group Life and Accidental Death and Dismemberment Insurance, the "Principal Sum" shall be **100%** of the member's full time salary (i.e. two times 50%); and
- b) ~~For~~ the Extended Health Care and Dental Plans, the member and the Board shall each pay **50%** of the cost of the applicable monthly premiums; and
- c) Benefit eligibility and entitlement is subject to the rules and regulations of the benefit plans and the benefit contract between the Police Services Board and the Carrier.

13. Other Benefits

The participants shall receive **50%** of the Shift Differential, Service Pay and/or Senior Constable entitlement and Cleaning Vouchers that they would have received had they not participated in the job sharing project.

14. Association Dues

Association dues and assessments payable by the participants shall be **50%** of the regular dues paid by full-time members.

15. Statutory Holidays

Uniform participants working a rotating shift shall be entitled to **50%** of the statutory holiday credits received by a full-time member during the job share arrangement.

Civilian participants - Statutory Holiday time shall be administered in accordance with the current practice. Members required to work on a Statutory Holiday shall have their overtime bank credited at time and one-half for **all** hours worked. Those members working a rotating shift who **do** not work on a Statutory Holiday shall have their overtime bank credited at **50%** of a full-time member's entitlement (7 hours x 50% = **3.5** hours) at straight time.

16. Provisions for Termination of an Established Job Sharing Arrangement

Participants or their Supervisors may make application for termination of an established job sharing arrangement to the Job Sharing Committee at least **60** days prior to the anticipated termination date. The Job Sharing Committee will review an application for termination and make a recommendation to the Chief of Police. Approval of such application will be considered only in the presence of extenuating circumstances, and taking into account the exigencies of the Service.

If it is agreed to terminate an arrangement and a decision is made to continue job sharing in the unit/bureau, the job share position will be posted for five (**5**) calendar days. If a new partner is chosen, the agreement will continue; if a suitable candidate is not found the remaining **job** sharer will be given notice that the position is reverting back to a full-time position.

17. Performance Appraisals

Supervisors shall complete performance appraisals on an annual basis, although pay increments shall be based on actual hours worked.

BOARD POLICIES

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. LUNCH PERIODS

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. LEGAL INDEMNIFICATION

- 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. RESIGNATION

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.

4. NOTIFICATION OF RETIREMENT

The Board agrees to introduce a policy to permit an Application for Pension to be submitted through the Region of Peel Payroll Office, to **OMERS** Sixty Days in advance of the member's Retirement Date provided that;

- (1) The member has notified the Board, in writing thirty days in advance of the application, of his intention to retire and retirement date, and
- (2) The member has provided a written account of the days to be worked and/or taken as **leave** for the remainder of the member's schedule to the date of retirement.

LETTERS OF UNDERSTANDING **(NEW)**

1. CONTRACT REOPENER

Notwithstanding the provisions of the local Social Contract Agreement, the parties agree that in the event of changes to the **Social Contract Act** which permit the negotiation of arbitration of salary increases, the Association may, upon thirty days written **notification**, re-open this agreement for the purpose of negotiating salary and/or benefit improvements.

2. 1994 CLEANING VOUCHER SURPLUS

The Board agrees to contribute the unexpended portion of the **1994** budget for cleaning vouchers in the bargaining unit to the Social Contract Expenditure Reduction Target for the Uniform and Civilian units for the year **1995**. (The **1994** Cleaning Voucher Budget (Uniform & Civilian) is \$264,150.00).

AIDE MEMOIRE

- RE: SCHEDULE "B" TO THE UNIFORM AND CIVILIAN MEMORANDA OF SETTLEMENT BETWEEN THE PEEL REGIONAL POLICE SERVICES BOARD AND THE PEEL REGIONAL POLICE ASSOCIATION -- PROVISION ON ANTI - SEXUAL AND RACIAL HARASSMENT (Uniform Agreement Article 4.05 / Civilian Agreement Article 4.07); AND**
- RE: LETTER OF UNDERSTANDING FORMING PART OF THE SENIOR OFFICERS' MEMORANDUM OF SETTLEMENT BETWEEN THE PEEL REGIONAL POLICE SERVICES BOARD AND THE PEEL REGIONAL POLICE SENIOR OFFICERS' ASSOCIATION -- PROVISION ON ANTI - SEXUAL AND RACIAL HARASSMENT (To be included within the Senior Officers' Collective Agreement)**

This "Aide Memoire" is agreed to by the Board, the Peel Regional Police Association (the "Association") and the Senior Officers' Association in connection with the operation of provisions of Article 4.05 of the Uniform Collective Agreement, Article 4.07 of the Civilian Collective Agreement, and the Senior Officers' Letter of Understanding, all of which are the provisions dealing with Anti - Sexual and Racial Harassment :

1. The "Policy" referred to in clause (a) is Administrative Policy ADM-068.
2. Reference is made in clause (f) to "the parties". In the first sentence, "the parties" refers to the Board and the Association and the Senior Officers' Association. In the last sentence, "the parties" refers to the complainant and the person who is the subject of the complaint, as well as the Board and the Investigator. As noted, the discussion may also include the Association and the Senior Officers' Association if either the complainant or the person who is the subject of the complaint is a member of either organization.
3. A question has arisen as to how an arbitrator would be selected. An attempt would be made initially to select the arbitrator by consensus of the Board, the Association (assuming the Association represents either the complainant or the person who is the subject of the complaint), and the Senior Officers' Association (assuming that organization represents either the complainant or the person who is the subject of the complaint). If an arbitrator cannot be selected by this method, the Board and the Associations agree that the method of determining the selection or appointment of an arbitrator shall be as provided for under the Grievance Procedures of the respective Collective Agreement, or pursuant to the provisions of the *Police Services Act*, as if it were a grievance under the Collective Agreement.