



## INDEX TO UNIFORM COLLECTIVE AGREEMENT

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THIS AGREEMENT made this 1st day of January, 2004.

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 AND TERMINOLOGY**

- 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 Staff of the Peel Regional Police who is entitled to be a member of the Civilian Bargaining Unit of the Peel Regional Police as afforded by the Police Services Act.
  - 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".

- i) "Seniority" means the total length of service a member has with the Service from their last date of hiring, including any period of absence due to extended sick leave, workplace injury or prolonged disability. In addition, the Board shall also include any other period(s) of authorized leaves of absence for up to a one (1) year period.
- j) "Exigencies of service" means emergent circumstances.
- k) "Operational requirements" means staffing and service levels normally required to effectively respond to demands of service.

2.02 When the singular is used in this Agreement, it shall be considered as if the plural has been used wherever the context so requires.

2.03 In all instances of reference to the Chief of Police, it is acknowledged that the Chief may delegate his/her authority as s/he sees fit, in conformance with statutory law and contractual agreement.

### **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.

3.03 The Board agrees that the use of volunteers will not result in the lay off or termination of any bargaining unit members of the Service.

3.04 The parties agree that personal employment contracts for bargaining unit members are not permissible.

### **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).

Without limiting the generality of the foregoing, generally to supervise and administer the affairs of the Service.

The Board agrees that no member will be dealt with adversely without reasonable cause and that it will exercise the functions outlined in Article 4 fairly, and in a manner consistent with the Agreement, the Police Services Act, and the Regulations made thereunder by the Lieutenant Governor in Council.

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

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

- 4.03 (a) The Parties agree to keep the work environment free from any prohibited grounds as outlined in the Ontario Human Rights Code. 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 reasonably 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.

4.04 The Parties agree to have discussion on the Directive concerning Accommodation of Disabled members.

## **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/her 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/her authorization to deduct Association Membership Dues from his/her 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.

5.06 The Board agrees that it, through the Regional Municipality of Peel, will provide payroll deduction for the members, for the payment of all benefits, credit union deductions, membership fees for the Peel Regional Police Amateur Athletic Association and the deduction of dues on behalf of the Association.

The Association agrees to indemnify and save the Board harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Board.

5.07 All members will be placed on a system of direct deposit for payroll.

## **ARTICLE 6 - HOURS OF WORK**

6.01 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/her tour of duty, such fifteen (15) minutes shall be paid for at regular (not overtime) rates.

Subject to the exigencies of the service, a member assigned to Uniform Patrol in accordance with Schedule B of this Agreement 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.



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.

- 6.02
- a) When a member is required to be on duty more than one-quarter (1/4) of an hour in excess of his/her 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/her Officer-in-Charge whether the member elects to be paid for such overtime or to have the time credited to his/her overtime bank.
  - c) Any periods of overtime for which the member has elected to receive time off, shall accumulate in his/her 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.

6.03 Periods of overtime which the member has elected to take as compensating 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.

6.04 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.

A member having been on duty in excess of twenty (20) straight hours shall not be required to incur a deduction of time from their next regularly scheduled shift if they are unable to complete part or all of the shift.

6.05 A member who is required to work overtime as set out in Clause 6.02 above and who so works for a period of two (2) hours or more beyond the end of his/her normal shift, shall be paid up to Seven dollars and Fifty cents (\$7.50) on presentation of food receipt and thereafter a similar allowance or, an addition to the allowance of Seven dollars and Fifty cents (\$7.50), 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/her regular tour of duty, the member 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.

6.06 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/her 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.

Where a Callback occurs on the member's regularly scheduled day off, the member shall be paid at the rate of time and one-half (1-1/2) with a minimum guarantee of four (4) hours pay at time and one-half (1-1/2) for each Callback.

6.07 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.

6.08 Prior to the implementation of any new schedule or change to a schedule (other than a change of a temporary nature to meet the exigencies of service) for members in a unit or bureau, the Association shall be informed, in writing, of the proposed schedule along with the reasons why the schedule change is being contemplated and shall be 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/her designate concerning such proposal.

6.09 Each member who works a full calendar year on a three (3) shift rotation basis shall receive Three Hundred dollars (\$300.00) in the first pay in December. For members who work the full year on a two (2) shift rotation basis, the payment shall be Two Hundred dollars (\$200.00). Members who work less than the full year as above shall receive a pro-rata portion.

Effective January 1, 2005 the three (3) shift rotation shall increase to Four Hundred dollars (\$400.00) and the two (2) shift rotation to Two Hundred and Fifty dollars (\$250.00).

## **ARTICLE 7 - VACATIONS**

7.01 Members are entitled to vacation on the following basis:

- a) After one (1) year of cumulative service - 80 hours.
- b) After four (4) years of cumulative service - 120 hours.
- c) After ten (10) years of cumulative service - 160 hours.
- d) After fifteen (15) years of cumulative service - 200 hours.
- e) After twenty-two (22) years of cumulative service - 240 hours.
- f) After twenty-eight (28) years of cumulative service - 280 hours.

"Cumulative service" for determining vacation entitlement shall include all full-time, pro-rated part-time and temporary continuous and/or broken service with any Police Service in Canada, consistent with Bill 138. Where a member can provide an employment history to the Service for time employed as a temporary, part-time, or full-time member the Board shall include that time as cumulative to determining vacation entitlement.

Members shall select vacation dates on the basis of seniority as defined in Article 2.01(i) within the ranks in the Unit or Division, consistent with the operational requirements of the Service.

Every member of the Service shall be entitled to annual vacation with pay according to the above schedule.

- (i) A member shall, annually have his/her vacation bank credited in accordance with the above schedule. If the member qualifies for additional vacation entitlement by virtue of service in a given year then the additional entitlement shall be given for the entire calendar year.
- (ii) When a member joins the Service, vacation entitlement shall be granted for the first year on a pro rata basis.

7.02 In cases where a member *is* off duty as a result of illness, or being injured on duty prior to the start of his/her annual vacation and is therefore unable to enjoy his/her annual leave, the member will be allowed to take such portion of annual leave upon his/her being able to return to active duty, subject to operational requirements being met and provided such period of leave time is agreeable to the member. Where, due to operational requirements, such annual leave cannot be accommodated within the same calendar year, the member shall be allowed to carry over his/her unused vacation to the next year.

In the event a member is hospitalized during his/her annual leave, upon furnishing satisfactory medical documentation acceptable to the Board, the leave period shall be classified as sick leave and the vacation leave bank will be replenished the appropriate hours.

7.03 Members who are not at work due to pregnancy or parental leave between December and January of any given year shall have the payout of their accrued vacation deferred until the first pay cheque following their return or as soon as possible after that date.

7.04 Subject to Article 7.02, vacation shall not be cumulative from one calendar year into the next.

7.05 Notwithstanding Article 7.04, a member may make application to carry over up to one-half (1/2) of his/her annual vacation entitlement for a specific reason from one year into the following year. Such request shall not be unreasonably withheld.

7.06 In the event a member is unable to utilize their Annual Leave entitlement in the year it is earned due to the exigencies of service, any portion remaining in his/her vacation bank as at December 31 shall be paid out in the first pay cheque of the following year or as soon as possible after that date at the rate applicable to the member's regular salary and rank in effect on December 31<sup>st</sup>.

For members assigned to act in a higher rank for an indefinite period during the course of the calendar year and who are to receive a payout in respect of unused vacation credits remaining in their vacation banks as of December 31<sup>st</sup> of that calendar year, the payout of all such hours shall be at the acting rate, pro-rated for the time spent in the acting capacity.

## **ARTICLE 8 - STATUTORY HOLIDAYS**

8.01 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	One (1) Floating Holiday*

\* To be taken at a time that is mutually agreed to between the member and member's Supervisor.

8.02 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 6.06 in Article 6. A credit under this Article shall be applied in the same manner as overtime under Clause 6.02 in Article 6.

8.03 A member not covered by Clause 8.02, shall be compensated for the statutory holidays on the following basis:

a) Fifty-six (56) 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 operational requirements 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) Thirty-two (32) 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/her 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.

8.04 A member who receives payment under Clause 8.03 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 6.02 and 10.06 overtime credits, debited at the rate of time and one-half for time taken on the holiday.

8.05 A member who receives payment under Clause 8.03 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 8.03 that occurred during the portion of the calendar year the member worked up to a maximum of eighty-eight (88) hours.

### **ARTICLE 9 - SALARY**

- 9.01 The annual salary for each classification is set out in Schedule "A" of this Agreement.
- 9.02 A First Class Constable who has completed eight (8) years' cumulative service with Peel Regional Police shall receive 2% of the salary calculated only on the base rate as outlined in Schedule 'A' for his/her rank. A First Class Constable who has completed seventeen (17) years' cumulative service with Peel Regional Police shall receive 3% of the salary calculated only on the base rate as outlined in Schedule 'A' for his/her rank.

No other rank shall receive this allowance including officers in receipt of acting rank pay.

This premium shall be paid biweekly as part of regular hourly earnings.

This provision is deleted effective July 1<sup>st</sup>, 2004.

### **ARTICLE 10 - COURT TIME**

- 10.01 Court time shall be deemed to be any time spent by a member in his/her off-duty hours in attendance at any Court, Inquest, or any time spent in litigation that is officially required as a result of his/her 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.
- 10.02 (a) When a member is required to attend Court in his/her off-duty hours not extending into his/her 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/her 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/her off-duty hours the member 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/her regular shift or Court appearance as referred to in this Article in which case the member will be compensated at time and one-half (1-1/2) for actual hours at the meeting.

**10.03** In lieu of the provisions of Clause 10.02 a member with a scheduled morning Court appearance within four (4) hours of the completion of his/her tour of duty, may elect to remain on duty during such interim period and shall be entitled, in respect of the Court appearance and the interim period (if any) between the Court appearance and the tour of duty, to payment in accordance with the overtime provisions of Clause 6.02 of Article 6. A member making such election must advise the officer in charge of his/her election prior to the commencement of his/her tour of duty.

**10.04** When a member on duty is required to attend Court or a Crown Attorney meeting and is prevented from going off duty at his/her normal time by reason of such attendance at Court or Crown Attorney meeting, overtime provisions as outlined in Article 6 shall apply.

**10.05** When a member is required to attend Court or return to duty on any occasion during his/her annual vacation, the member 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/her attendance is required at Court or on duty, at which time the member must immediately notify an Inspector or rank above, and receive specific clearance.

For the purposes of this Clause, provided that a minimum of thirty (30) regular working hours are taken as annual leave, the regular days off and/or statutory holiday time taken 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/her vacation period after a member is aware that s/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/her normal place of residence, on a day other than the day of Court attendance, the member shall be granted one hour off for each hour spent travelling, to a maximum of eight hours for each day spent travelling.

**10.06** Payment of Court and Crown Attorney meeting time as outlined in Clauses 10.01 to 10.04 inclusive, may be received by a member, at his/her discretion, either in credited equivalent time off or payment at his/her 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 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 10 shall be selected by the member in the same manner as under Clause 6.02 of Article 6.

- 10.07 Any member who attends Court, Inquests, etc. shall return to the Board, through the Chief of Police, all fees and payments that the member 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/her Divisional Area, the member shall be entitled to travelling costs from his/her normal Divisional Detachment if not paid by Courts requiring his/her attendance to the place of the Court, Inquest, etc. Such payments to be equated at the going rate set by the Regional Municipality of Peel in effect at the time.

- 10.08 A member who has retired and is in immediate receipt of his/her O.M.E.R.S. pension shall, when required to attend Court in accordance with Clause 10.01, in connection with his/her duties as a member of the Peel Regional Police, be paid for such attendance in accordance with the provisions of Article 10 at the current rate of pay for the rank held by the member at the time of such retirement.

#### **ARTICLE 11 - ALLOWANCES AND UNIFORMS**

- 11.01 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) Effective January 1, 2002 except for officers covered by Clause 11.01(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 Eleven Hundred and Fifty Dollars (~~\$1150.00~~) if the member performs such duties for a full twelve (12) month period and if the member submits appropriate receipts for clothing required for the performance of his/her duties. If the member performs such duties for less than twelve (12) months, the member will be reimbursed proportionately for such expenditure on submission of the appropriate receipts on a pro-rata basis, provided the member 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 the member performs such duties for a full twelve (12) month period and if the member submits appropriate receipts for the purchase of such clothing. If the member performs such duties for less than twelve (12) months, the member will be reimbursed proportionately for such expenditure on submission of the appropriate receipts on a pro-rata basis, provided the member performs such duties for at least thirty (30) days within the twelve (12) month period.

All claims must be submitted no later than the 10<sup>th</sup> working day of the calendar year following the year in which the expenses were incurred to be eligible for reimbursement.

- 11.02 The Board shall provide Dry-cleaning Vouchers to each member, at an annual per-member cost to the Board of Two-hundred and Fifty dollars (\$250.00) 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.

- 11.03 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 following Bureaux 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:

Criminal Investigation (Divisional)	Commercial Auto Crime
Fraud Bureau	Homicide & Missing Persons
Forensic Identification	Intelligence (excl. Mobile Support)
Explosives Disposal	Major Collision
Polygraph	Child Abuse & Sexual Assault
Internal Affairs/Public Complaints	Morality (excluding Drug Education and Property)
Central Robbery	

In the event that a constable leaves one of the above-noted bureaux for a time, but returns to one of the above-noted bureaux within twelve (12) months of leaving, the member shall be credited with past consecutive service in that bureau for purposes of this Article.

Where one or more members who are in receipt of the premium are temporarily transferred to a unit to which the premium does not apply, payment of the premium shall be continued for a period not exceeding three (3) calendar months.

As a clarification, it is noted that constables in the above-noted bureaux shall have their previous consecutive service or service with a gap of up to twelve (12) months as above, included for purposes of this Article. As further clarification, the percentage paid on "salary" shall mean "base rate as outlined in Schedule "A".

The Parties agree to form a joint Committee to develop recommendations to the Parties on the criteria to be applied for determining those bureaux to which the investigative premium and/or the clothing allowance should apply for implementation on January 1, 2005. Failure of the parties to achieve consensus on the recommendations for implementation shall result in the status quo application of the articles for the term of the Agreement, or until replaced by a new Agreement, decision or award.

- 11.04 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. For determining eligibility for Service Pay, service with the Board must be continuous, consistent with Bill 138.

This provision is deleted effective July 1, 2004.



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

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

Members wishing to perform paid duty shall be assigned paid duty on a rotational basis. Should members decline their opportunity as it comes up on a rotational basis, such member shall be placed at the bottom of the rotational list.

11.07 The Board agrees to pay an Urban Policing Allowance (UPA) as set out in Schedule " A to this Agreement. The allowance shall be paid out in equal instalments on a bi-weekly basis and is pensionable earnings. Those members employed by the Board on the date of ratification of this Agreement (August 5<sup>th</sup>, 2004) shall have their prior service as a Sworn Officer with any other Canadian Police Service recognized for the purpose of calculating years of service required under this Article.

## **ARTICLE 12 - TRAINING ALLOWANCES**

12.01 A constable who is assigned as a Coach Officer shall receive four percent (4%) of the salary rate of his/her rank for such period of time during which the member 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 11.01 of Article 11.

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.

Entitlement to the above-noted allowance shall be based upon the member's assignment to act as a Coach Officer, and is not conditional upon the member having fulfilled the training requirements of the position.

## **ARTICLE 13 – PROMOTIONS, CLASSIFICATIONS AND ACTING RANK**

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

13.02 The parties agree that the promotional process shall be conducted in a fair manner and adhere to the Board's Policy and Procedures. The Association shall be given an opportunity as directed by the Board to make recommendations to the promotional process.

13.03 When a promotional process has been conducted and qualified candidates have been identified, the name(s) of such candidate(s) shall be presented to the Board for approval.

13.04 If an officer is not reclassified at the normal time, the member shall be given the reasons for such non-reclassification in writing. A member may lodge a grievance relative to his/her non-classification at a normal time, from 4th to 3rd, 3rd to 2nd, and 2nd to 1st Class Constable.

- 13.05 A member, except a Cadet, who is assigned to a higher rated rank/classification for a temporary period of not less than one (1) full tour of duty in each assignment, shall receive salary at the rate of the higher rank/classification corresponding to the step on the salary schedule which represents an increase of at least five percent (5%) over the member's current salary, up to maximum.
- 13.06 Any Constable attaining an overall percentage at the Ontario Police College Recruit course in excess of ninety percent (90%) shall be eligible to be reclassified six (6) months earlier than would normally occur.
- 13.07 All members shall receive their Performance Evaluation within thirty-five (35) days of when it is due, except where the Supervisor is unable to review the evaluation with the member due to the member's authorized absence on leave. In such event, the Evaluation shall be reviewed with the member subsequent to the member's return to work.

#### **ARTICLE 14 - SPECIAL LEAVES OF ABSENCE**

- 14.01 A member shall be allowed up to five (5) days leave of absence with pay in the event of the death of his/her 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, brother-in-law, sister-in-law, grandchild or grandparents of the member or persons standing in loco parentis. 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.

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.

- 14.02 (a) Pregnancy Leave without pay shall be in accordance with the Employment Standards Act of Ontario as amended, except that a member commencing such leave who is in receipt of E.I. pregnancy benefits pursuant to s.30 of the Employment Insurance Act shall be paid a supplementary unemployment benefit in an amount which with her E.I. pregnancy benefit brings her compensation to 80% 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 E.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 E.I. waiting period, the member shall be paid 80% 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 35 weeks. Any Pregnancy or Parental Leave granted must be ended by the member giving to the Chief of Police or his/her 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 35 week Parental Leave the Board shall continue its premium payments for the member's benefits under Article 17.
- (d) A member returning from pregnancy and/or parental leave of absence shall be assigned 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 Pregnancy and/or Parental Leave periods.
- (e) The Board shall grant Parental Leave for a period of up to 37 weeks to a member who adopts a child, in accordance with the provisions of the Employment Standards Act, as amended.

## 14.03

- (a) Upon request by a member, the Board shall grant Leaves of Absence without pay and without loss of seniority subject to the following conditions:
    - (i) such leaves shall not interfere with the operational requirements or exigencies of the Service;
    - (ii) such leaves shall not be unreasonably withheld or requested.
  - (b) All requests for Leaves of Absence without pay shall be submitted using Peel Regional Police Form No. 329.
  - (c) All requests for Leaves of Absence shall be submitted to the Officer/Manager in Charge of the area and forwarded to Human Resources.
  - (d) If a member's written request for unpaid leave is to be denied, written reasons will be provided to the member. The member may then refer the matter to the Chief of Police and/or the Police Services Board for reconsideration.
- 1) *Leave of Absence which is less than four (4) weeks in duration*

The Application for Leave of Absence without pay shall be completed by the member, approved/denied by the Officer/Manager in Charge and forwarded to Human Resources. Human Resources will ensure the Member's Pay cheque is adjusted accordingly if required.

2) *Leave of Absence which is in excess of four (4) weeks in duration*

If a member's leave of absence or series of leaves exceeds four (4) weeks in any calendar year, the member's leave of absence will be governed by the following terms and conditions:

- (i) The member's rank, service and seniority will be frozen only if the leave extends beyond one (1) year. In any event, the member's rank, service and seniority earned prior to the date of leave will be recognized upon return to work.
- (ii) Annual allowances such as clothing, tools, footwear will be pro-rated for the period actually worked and paid as provided in Article 11.
- (iii) A member shall have the option to receive a payout of vacation time earned on a pro-rata basis to the commencement of the leave of absence.

- (iv) Vacation entitlement will be frozen at the commencement of the leave and resume when the member returns to work.
- (v) Statutory holidays shall be credited and paid to members in the same manner as they are for members who are terminated or resign.
- (vi) Court time shall be paid in accordance with the corresponding Articles of the Uniform Collective Agreement.
- (vii) The time on leave will not accumulate for the purpose of service pay except for court time actually worked and paid during the leave of absence.
- (viii) Any shift differential otherwise payable will be pro-rated for the period the member actually works.
- (ix) Provided there is no cost to the Board, the member may make arrangements with Human Resources to pay all benefits normally paid by the Board in order to maintain welfare benefits for the duration of the leave of absence. All such arrangements and payments must be made prior to the commencement of the leave by way of post-dated cheques. If the member defaults on payment, Human Resources shall notify the member and the Association immediately and continue the benefits for a twenty (20) day period until the member has an opportunity to correct the default. If prepayment of benefits is not elected by the member, coverage shall resume on the first day of return to work by the member following the leave.
- (x) The member will not be eligible for consideration for promotions while' on leave of absence.
- (xi) Accumulation of service for sick pay benefits will be frozen at the commencement of the leave of absence and resume when the member returns to work.
- (xii) Although pension contributions will be suspended during the period of leave while the member is not earning eligible earnings, and subject to O.M.E.R.S. regulations, members of O.M.E.R.S. shall have the option of purchasing in whole or in part, leave of absence service and such service will be included as credited service. The member's cost to purchase same shall include both the employer's and member's contributions based on the salary prior to the commencement of leave for the period of such leave.
- (xiii) Members shall turn in their handgun, baton, and pepper spray for storage during their leave at their division.

14.04 The Board will grant five (5) 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 Professional Police Association.

14.05 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 Professional Police Association meetings than provided for under this

Clause, and Clause 14.04, 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.

- 14.06 The Board shall grant, for the duration of this Agreement only, a leave of absence from Police duties to three (3) 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 fourth 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.

#### **ARTICLE 15 - TRANSITIONAL SICK LEAVE CREDIT PAYOUT**

- 15.01 Every member covered by Article 17 of the 1985/86 Collective Agreement shall have his/her existing sick time credits adjusted on the day the new Short Term/Long Term Disability plan (Article 16 of this Agreement) becomes effective to reflect fifty percent (50%) of his/her credits at that time, and in any case this credit would not exceed 1040 hours.
- 15.02 Upon termination of service, a member will be entitled to payment for such adjusted sick time credit at the current salary of his/her rank at the date of his/her termination.
- 15.03 If a member dies during his/her employment with the Board, his/her estate will receive payment for such adjusted sick time credit at the current salary of his/her rank at the date of his/her death.
- 15.04 At the member's option, to be exercised in writing and delivered to the Secretary of the Board no later than November 30th, 1987, the member 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/her rank effective at the time of each payment; or
  - b) upon termination (as set out in clauses 15.02 and 15.03 of this Article), be provided with payout in cash as provided under 15.02 and 15.03 hereof; or
  - c) Subject to compliance with the O.M.E.R.S. Act and Regulations, use his/her adjusted sick time credit as credited time for pension purposes prior to his/her 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/her service for O.M.E.R.S. purposes would be 34 years.)

During that period of approximately six (6) months the member would not be covered by the provisions of the Workplace Safety and Insurance 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/her retirement, a member who has previously elected option (c) under this Article may change his/her election, if desired, to option (b).

- 15.05 Failure to exercise his/her option within the time period specified by Clause 15.04 shall mean that the member elects the option under Clause 15.04 (b). If a member who elects the option under Clause 15.04 (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 15.04 (c), the member shall be entitled to benefits available under Clause 15.04 (b).

#### **ARTICLE 16 - INCOME REPLACEMENT PLANS**

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

- 16.02 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

- 16.03 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 16.02.

- 16.04 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 the Director, Human Resources 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 16.04). Such application shall be submitted as soon as practicable with each recurrent absence.

If the Director, Human Resources recognizes the member's recurrent absence to be the result of one disabling injury, illness, disease, or medical condition, he/she shall approve the member's application. Such recognition may be conditional upon the member furnishing, to Human Resources only, documentation from his/her medical advisor to support his/her application.

- 16.05 In the event of a member, after reporting for duty, having to report sick after the member has completed in excess of one-half (1/2) of his/her 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 the member has completed one-half (1/2) of his/her regular tour of duty, the member shall forfeit one-half (1/2) of the tour of duty as sick benefit.

- 16.06 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.

Such same forty-eight (48) paid, non-cumulative hours may also be utilized to provide temporary family care. The provisions of Article 16.07 shall not apply to hours so utilized.

- 16.07 A certificate from a qualified medical practitioner may be required for any absence. The Board shall reimburse members for reasonable costs incurred to provide such medical certificates or reports when required of a member by the Board.

- 16.08 The Association acknowledges that the Employment 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.

- 16.09 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.

- 16.10 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 five thousand five hundred dollars (\$5,500.00) per month, after a waiting period of seventeen (17) weeks, consistent with the rules and regulations of the plans.

- 16.11 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/her 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 17.01 of Article 17 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 current salary of the position the member held immediately prior to commencing disability.

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/her 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/her STD bank, but is not yet eligible for LTD, benefits provided in Clause 17.01 of Article 17 shall continue until such time as a determination is made on a claim for LTD benefits.

Benefits provided in Clause 17.01 of Article 17 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 17.01 of Article 17, the member shall reimburse the Board for the premium cost, AND

3. The Group Term Life Insurance benefit will be based upon the current salary of the position the member held immediately prior to commencing disability.

## **ARTICLE 17 - WELFARE BENEFITS**

17.01 The Board shall pay One Hundred Percent (100%) of the premium for Ontario Health Insurance Plan and an Extended Health Care Plan providing the following benefits for every member and his/her dependants consistent with the rules and regulations of these Plans:

- i) Semi-private hospital accommodation; 100% reimbursement of usual and customary charges made by a hospital in Ontario;
- ii) Out of Province – emergency medical and travel expense coverage to a combined lifetime maximum of \$1 million payable “up front” from first dollar;
- iii) Pay direct drug card providing payment of 100% of eligible charges with no deductible for prescription drugs which legally require a prescription to the generic level, unless the Dentist or Physician has indicated no substitution on the prescription form. All prescriptions will be subject to a \$6.50 dispensing fee cap;
- iv) Vision care benefit to \$300.00 every 24 months, including coverage in respect of the cost of laser eye surgery;
- v) Hearing aid benefit to \$300.00 every 36 months;



- vi) Each Paramedical Service to \$70.00 per visit to a maximum of \$500.00 annually;
- vii) Orthotics upon written authorization of a physician in amount of 50% reimbursement for up to 2 pairs per year;
- viii) Eligibility contingent upon residence within Canada;
- ix) Board agrees that upon receipt of the express written request of the Association the Board shall update the current dental benefits for retired members to the current O.D.A. rates at the retired member's expense.

The Board shall pay One Hundred Percent (100%) of the premium cost for Group Life and Accidental Death & Dismemberment 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.

- i) Members shall have the option of purchasing additional life insurance coverage for the member and/or his/her spouse, and each dependent child through the carrier at the prevailing group rates in accordance with the limitations and conditions specified by the carrier.
- ii) A.D. & D. benefits shall include rehabilitation benefits of up to \$10,000.00, spousal training benefits of up to \$10,000.00, and repatriation benefits of up to \$10,000.00.

All plans, except 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 \$3,000.00 lifetime maximum per person, consistent with the rules and regulations of the plans, based on the current Ontario Dental Association (O.D.A.) Schedule of Fees as amended from time to time. Reimbursement for recalls under the plan shall be subject to nine (9) months in the case of adults and six (6) months in the case of dependent children.

As a clarification, Cadets shall be regarded as qualifying under all provisions of 17.01 in the same way as Uniform staff.

The Board will provide a complete copy of all benefit plans to the Association, which includes contracts with the carrier(s). The Board will provide complete dialogue prior to making any change of carrier(s). The Board shall provide the Association, at least thirty (30) days notice when a tender document is being issued on welfare benefits.

Members, whose spouses are also members, may coordinate the benefits to which each is entitled under the Extended Health and Dental Plans effective with claims incurred on or after July 1, 2005.

- 17.02 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 Employment Insurance Commission for having a sick leave plan; the full premium rebate allowed by the Employment Insurance Commission will therefore continue to be retained by the Board.

17.03 The Board shall provide the following benefits to those members retiring after September 28, 2000 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 the member lived, would have attained 65 years of age; or
- (c) until the member and/or his/her spouse has (have) been in receipt of these benefits for 15 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 the member 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 dependants other than the designated spouse and will only be provided:

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

17.04 For members retiring on an unreduced pension on or after January 1, 2005 the Board shall, effective July 1, 2005 and consistent with the rules and regulations of the plan, provide for a non-cumulative health spending account in the amount of \$2,750.00 annually commencing at age 65 and ending at age 70.

This amount shall be provided on a "per member" basis regardless of single/family coverage and be available exclusively for reimbursement of medical or dental expenses as approved by CCRA up to the annual maximum. In the event of the death of the member during the member's eligibility period, survivor benefits shall continue to the earlier of the date the member would have reached the age of 70, or the member's spouse remarries.

Members utilizing the health spending account from the date of ratification until December 31, 2005 shall only be entitled to a reduced health spending account of \$1,500.00. Thereafter the health spending account shall revert back to \$2,750.00.

17.05 There shall be no alterations, amendments, additions or deletions to any of the benefits referred to in Article 17 without the written consent of the Association.

- 17.06 In the event of death of a member, the benefits provided under Clause 17.01 shall be maintained and paid for in whole by the Board for the spouse and eligible dependants for a period of ten (10) years.
- 17.07 All members, at their request, will have the Hepatitis B Immunization Program made available at no cost to the member.

## **ARTICLE 18 - PENSIONS AND RETIREMENTS**

- 18.01 All members shall participate in the final average earnings basic pension plan under the Ontario Municipal Employees Retirement System (O.M.E.R.S.). The Board and each member shall contribute the amount required under the O.M.E.R.S. legislation and regulations.
- 18.02 The parties agree that the "Normal Retirement Age" for O.M.E.R.S. purposes is age sixty (60).
- 18.03 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.
- 18.04 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 O.M.E.R.S. Act and Regulations; the application for such credited military service will be in accordance with the provisions of the O.M.E.R.S. Act and Regulations.
- 18.05 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.
- 18.06 A member wishing to file an Advance Election Option form with OMERS, in order to receive any OMERS pension to which he/she may be entitled as soon as possible following his/her retirement date, shall arrange through Human Resources for the necessary forms to be completed and forwarded to OMERS for processing no less than thirty (30) calendar days prior to the member's intended date of retirement.
- 18.07 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.

## **ARTICLE 19 - INJURED ON DUTY**

- 19.01 When a member of the Service is absent by reason of illness or injury occasioned by, or as a result of his/her duties within the meaning of the Workplace Safety and Insurance Act, the member will be entitled to his/her full pay and benefits while the member 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.
- 19.02 A member covered by the previous article, and involving a third party, shall notify the Director, Human Resources in writing of his/her decision to take the benefit package of the Workplace Safety and Insurance 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/her full salary paid to him during a period of incapacity. This recovery shall be payable to the Board when received.
- 19.03 The Board shall abide by the appropriate laws governing income tax deductions for members receiving Workplace Safety and Insurance benefits.

## **ARTICLE 20 - LEGAL INDEMNIFICATION**

- 20.01 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.
- 20.02 Notwithstanding Clause 20.01, the Board may refuse payment otherwise authorized under Clause 20.01 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.
- 20.03 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.
- 20.04 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/her 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.

20.05 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.

20.06 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 20.04(a) of this Agreement.

20.07 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.

20.08 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 21 - JOB SHARING**

The Board and the Association agree to provide a "Job Sharing Arrangement", subject to the following provisions. "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 members in job sharing will be governed by the following terms and conditions:

21.01 The Board and the Association agree that Job Share provisions apply to full-time members.

## 21.02 Job Sharing Committee

The Job Sharing Committee shall be comprised of: the Superintendent, Information & Technology; one (1) Human Resources representative; one (1) Association representative; and a Senior Officer/Manager of the area where interest has been identified.

Requests to job share may be made by members at any time and will be considered on an individual basis by the Job Sharing Committee. Job Share applicants will be asked to specify a term for the job share arrangement. The Job Share Committee shall not unreasonably or arbitrarily refuse to implement job sharing, however no more than two (2) positions may be allocated in each platoon (per division) for the purpose of job sharing at any given time.

## 21.03 Conflicting Provisions

The provisions of this Article take precedence over the provisions of the Uniform Collective Agreements where the two conflict.

## 21.04 Service

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

## 21.05 Work Schedules

- a) Each member shall work a full tour of duty daily (7,8,5,9,10 or 12 hour shift as applicable). Article 6.02 (a) of the Uniform 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 members must be approved in advance by the Divisional Inspector (or designate) or Civilian Manager. The members shall provide a minimum of ten (10) days notice of such change. The supervisor or unit commander may agree to accept less notice from the job share members on a schedule change.

## 21.06 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.

## 21.07 Reconciliation of Hours

At the conclusion of each year, a reconciliation of actual versus required hours worked will be conducted for all members participating in the job sharing arrangement. The member will be advised in writing of the required adjustment and will make an election as to which bank, compensation or vacation time, any deficit will be deducted. Any required adjustment of hours will be made from 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. Members will be compensated for any surplus hours in accordance with the Collective Agreement.

#### 21.08 Vacation

Each member 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.

#### 21.09 Pension

Pension contributions and credits shall be adjusted in accordance with O.M.E.R.S. Regulations.

#### 21.10 Court Time

Payment for court time will be made as it applies to each member's schedule. Members 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. In the event that a Job Share member is required to attend Court or return to duty on any occasion during their annual vacation, then the provision of Article 10.05 shall apply.

#### 21.11 Call-back

If call-back situations arise, the on-duty supervisor will call in the next job share member scheduled to work. Provisions of the respective Collective Agreement will apply.

#### 21.12 Injured on Duty

"Net Pay" for the purposes of Article 19.01 shall mean 50% of the net pay of the member's full time position.

#### 21.13 Income Replacement Plan

All entitlements under the Income Replacement Plans including Long Term Disability, shall be 50% of those received by the member in their full time position.

#### 21.14 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) If a job share member elects to participate in the Extended Health Care and Dental Plans, then 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.

21.15 Other Benefits

The members 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 job sharing.

21.16 Association Dues

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

21.17 Statutory Holidays

Uniform members 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.

21.18 Provisions for Termination of an Established Job Sharing Arrangement

Members 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 party making an application for termination shall provide their notice of intent to terminate to all parties. 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 operational requirements 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 not less than 14 days' notice that the position is reverting back to a full-time position.

21.19 Performance Appraisals

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

21.20 Education

The members shall receive 50% of their entitlement as detailed in Article 23.01.

**ARTICLE 22 – TRI-PARTITE COMMITTEE**

22.01 When the Board intends a notable alteration to the organizational structure, the Board will provide to the Association reasonable information when possible, before the alteration is implemented.

The Parties agree that for the term of this Collective Agreement, a Tripartite Committee consisting of two (2) representatives (or alternatives) of each of the Board, the Peel Regional Police Association, and the Peel Regional Police Senior Officers' Association should it elect to participate, shall make recommendations to the Police Services Board



with respect to organizational restructuring issues submitted for its review, or tabled by one of the participant groups in the Committee.

The Board shall consider the recommendations received but reserves the exclusive right to make the final determination respecting any restructuring.

### **ARTICLE 23 - EDUCATION**

23.01 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.

Notwithstanding the foregoing, it is understood that tuition fees and expenses related to the initial period of recruit training conducted through the Ontario Police College shall be ineligible for reimbursement under this provision. This amendment will not affect persons who have received written offers of employment dated prior to September 28, 2000.

23.02 The Board agrees to reimburse Constables who have five (5) or more years of service with Peel Regional Police their O.P.C. tuition to a maximum of one thousand dollars (\$1,000) per year until such time that the Constable has been fully refunded their paid tuition, provided that the Constable continues to be employed by the Peel Regional Police.

23.03 Should a member be required by the Board to attend lectures or training courses, the member 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 Senior Officer at Police Headquarters. In addition, a per diem allowance of Seven dollars and Fifty cents (\$7.50) will be provided. Such payments shall be made in advance.

23.04 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 Thirty-seven dollars and Fifty cents (\$37.50) per week will be provided. Such payment shall be made in advance.

23.05 Travelling expenses included in the initial or overall cost of any such lectures or courses as noted in Clause 23.01, will not come under the provisions of that Section.

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

### **ARTICLE 24 - 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:

24.01 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.

Copies of all notices of lay-off and recall shall be provided by the Board to the Association at the same time as notices are provided to the affected member(s).

- 24.02 Officers will be recalled in reverse order of lay-off.
- 24.03 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.
- 24.04 (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.
- 24.05 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.
- 24.06 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 17.01 of Article 17, to be maintained and paid for in whole by the Board.

- 24.07 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 24.04(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 (24.04(b)) or because of failure to respond to recall or to return to work as provided in Clause 24.04(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.
- 24.08 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 25 – DISCIPLINE AND GRIEVANCE PROCEDURE**

- 25.01 In the event a member is the subject of an allegation which may result in a warning, discipline, suspension or dismissal, the following procedure shall apply:
1. No member shall be disciplined, demoted, suspended or discharged in a manner that is inconsistent with this Collective Agreement and the Police Services Act. Refusal to comply with an order, directive or assignment that is improper or unlawful shall not result in discipline or discharge.
  2. A member, at his/her option, may be accompanied and represented by an Association representative at any stage of the grievance procedure, or at a meeting which may be arranged following an investigation, the purpose of which is to impose disciplinary action.
  3. The reasons for any disciplinary action taken shall be reduced to writing and given to the member. A copy of such notification shall be forwarded to the Association and the Director of Human Resources.
- 25.02 Disciplinary notifications 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 expunged two years after being entered, provided that during that time no other incidents of misconduct have been documented or entered into his/her record. Where such notification is no longer to be considered, it shall be expunged from the file on the second anniversary of the date of last entry.
- All members shall be provided with a copy of his/her conduct sheet when it has been completed by a Senior Officer.
- 25.03 A member is entitled to view his/her Personnel File upon twenty-four (24) hours notice of request. Such opportunity to view the file will not be unreasonably withheld. Such request shall be made through the member's supervisor to the Director - Human Resources.
- 25.04 A member may reside anywhere the member so pleases so long as it does not impede the performance of his/her duties.
- 25.05 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/her 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/her 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 Senior 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 26 - DURATION**

26.01 The terms and conditions of this Agreement shall remain in full force and effect from January 1, 2004 to December 31, 2006, and thereafter until replaced by a new Agreement, decision or award. Either party may give notice to the other party in writing not more than ninety (90) days previous to the expiry date of their desire to bargain for the purpose of making a new Agreement or amendments to the existing Agreement.

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

SIGNED AT Brampton THIS 20 DAY OF OCTOBER, 2004.

THE REGIONAL MUNICIPALITY OF PEEL  
POLICE SERVICES BOARD

THE PEEL REGIONAL POLICE  
ASSOCIATION

CHAIR

PRESIDENT

Paul Mills  
VICE-CHAIR

[Signature]  
MEMBER

[Signature]  
MEMBER

[Signature]  
MEMBER

[Signature]  
MEMBER

[Signature]  
MEMBER

[Signature]  
MEMBER

[Signature]  
MEMBER

[Signature]

**SCHEDULE "A"**Effective January 1<sup>st</sup>, 2004:

<b>Rank</b>	<b>Service</b>	<b>Base Salary</b>	<b>Sr. Cst. Pay</b>	<b>UPA</b>	<b>Annual Salary</b>
Staff Sergeant	0 - 7 yrs	\$83,899		\$0	\$83,899
Detective Sergeant	8 - 16 yrs	\$83,899		\$1,866	\$85,765
	17 - 22 yrs	\$83,899		\$2,512	\$86,411
	23 yrs or more	\$83,899		\$3,158	\$87,057
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Sergeant	0 - 7 yrs	\$75,878		\$0	\$75,878
Detective	8 - 16 yrs	\$75,878		\$1,866	\$77,744
	17 - 22 yrs	\$75,878		\$2,512	\$78,390
	23 yrs or more	\$75,878		\$3,158	\$79,036
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Constable, 1st Class	0 - 7 yrs	\$66,853			\$66,853
	8 - 16 yrs	\$66,853	\$1,337	\$574	\$68,764
	17 - 22 yrs	\$66,853	\$2,006	\$574	\$69,432
	23 yrs or more	\$66,853	\$2,006	\$1,220	\$70,078
Constable, 1st Class (2% Investigative Premium)	0 - 7 yrs	\$68,190			\$68,190
	8 - 16 yrs	\$68,190	\$1,337	\$574	\$70,101
	17 - 22 yrs	\$68,190	\$2,006	\$574	\$70,769
	23 yrs or more	\$68,190	\$2,006	\$1,220	\$71,415
Constable, 1st Class (4% Investigative Premium)	0 - 7 yrs	\$69,527			\$69,527
	8 - 16 yrs	\$69,527	\$1,337	\$574	\$71,438
	17 - 22 yrs	\$69,527	\$2,006	\$574	\$72,106
	23 yrs or more	\$69,527	\$2,006	\$1,220	\$72,752
Constable, 1st Class (8% Investigative Premium)	0 - 7 yrs	\$72,201			\$72,201
	8 - 16 yrs	\$72,201	\$1,337	\$574	\$74,112
	17 - 22 yrs	\$72,201	\$2,006	\$574	\$74,781
	23 yrs or more	\$72,201	\$2,006	\$1,220	\$75,427
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Constable, 2nd Class	90% of 1st Class Rate	\$60,168			\$60,168
Constable, 3rd Class	80% of 1st Class Rate	\$53,483			\$53,483
Constable, 4th Class	70% of 1st Class Rate	\$46,796			\$46,796
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Cadet, 1st Class	60% of 1st Class Rate	\$40,111			\$40,111

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 "A"**Effective July 1<sup>st</sup>, 2004:

<b>Rank</b>	<b>Service</b>	<b>Base Salary</b>	<b>UPA</b>	<b>Annual Salary</b>
Staff Sergeant	0 - 7 yrs	\$83,899	\$0	\$83,899
Detective Sergeant	8 - 16 yrs	\$83,899	\$2,006	\$85,905
	17 - 22 yrs	\$83,899	\$4,011	\$87,910
	23 yrs or more	\$83,899	\$6,017	\$89,916
Sergeant	0 - 7 yrs	\$75,878	\$0	\$75,878
Detective	8 - 16 yrs	\$75,878	\$2,006	\$77,884
	17 - 22 yrs	\$75,878	\$4,011	\$79,889
	23 yrs or more	\$75,878	\$6,017	\$81,895
Constable, 1st Class	0 - 7 yrs	\$66,853	\$0	\$66,853
	8 - 16 yrs	\$66,853	\$2,006	\$68,858
	17 - 22 yrs	\$66,853	\$4,011	\$70,864
	23 yrs or more	\$66,853	\$6,017	\$72,869
Constable, 1st Class (2% Investigative Premium)	0 - 7 yrs	\$68,190	\$0	\$68,190
	8 - 16 yrs	\$68,190	\$2,006	\$70,195
	17 - 22 yrs	\$68,190	\$4,011	\$72,201
	23 yrs or more	\$68,190	\$6,017	\$74,207
Constable, 1st Class (4% Investigative Premium)	0 - 7 yrs	\$69,527	\$0	\$69,527
	8 - 16 yrs	\$69,527	\$2,006	\$71,532
	17 - 22 yrs	\$69,527	\$4,011	\$73,538
	23 yrs or more	\$69,527	\$6,017	\$75,544
Constable, 1st Class (8% Investigative Premium)	0 - 7 yrs	\$72,201	\$0	\$72,201
	8 - 16 yrs	\$72,201	\$2,006	\$74,207
	17 - 22 yrs	\$72,201	\$4,011	\$76,212
	23 yrs or more	\$72,201	\$6,017	\$78,218
Constable, 2nd Class	90% of 1st Class Rate	\$60,168		\$60,168
Constable, 3rd Class	80% of 1st Class Rate	\$53,483		\$53,483
Constable, 4th Class	70% of 1st Class Rate	\$46,796		\$46,796
Cadet, 1st Class	60% of 1st Class Rate	\$40,111		\$40,111

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 "A"**Effective January 1<sup>st</sup>, 2005:

<b>Rank</b>	<b>Service</b>	<b>Base Salary</b>	<b>UPA</b>	<b>Annual Salary</b>
Staff Sergeant	0 - 7 yrs	\$86,961	\$0	\$86,961
Detective Sergeant	8 - 16 yrs	\$86,961	\$2,079	\$89,040
	17 - 22 yrs	\$86,961	\$4,158	\$91,119
	23 yrs or more	\$86,961	\$6,236	\$93,198
Sergeant	0 - 7 yrs	\$78,648	\$0	\$78,648
Detective	8 - 16 yrs	\$78,648	\$2,079	\$80,726
	17 - 22 yrs	\$78,648	\$4,158	\$82,805
	23 yrs or more	\$78,648	\$6,236	\$84,884
Constable, 1st Class	0 - 7 yrs	\$69,293	\$0	\$69,293
	8 - 16 yrs	\$69,293	\$2,079	\$71,372
	17 - 22 yrs	\$69,293	\$4,158	\$73,451
	23 yrs or more	\$69,293	\$6,236	\$75,530
Constable, 1st Class (2% Investigative Premium)	0 - 7 yrs	\$70,679	\$0	\$70,679
	8 - 16 yrs	\$70,679	\$2,079	\$72,758
	17 - 22 yrs	\$70,679	\$4,158	\$74,837
	23 yrs or more	\$70,679	\$6,236	\$76,915
Constable, 1st Class (4% Investigative Premium)	0 - 7 yrs	\$72,065	\$0	\$72,065
	8 - 16 yrs	\$72,065	\$2,079	\$74,144
	17 - 22 yrs	\$72,065	\$4,158	\$76,222
	23 yrs or more	\$72,065	\$6,236	\$78,301
Constable, 1st Class (8% Investigative Premium)	0 - 7 yrs	\$74,837	\$0	\$74,837
	8 - 16 yrs	\$74,837	\$2,079	\$76,915
	17 - 22 yrs	\$74,837	\$4,158	\$78,994
	23 yrs or more	\$74,837	\$6,236	\$81,073
Constable, 2nd Class	90% of 1st Class Rate	\$62,364		\$62,364
Constable, 3rd Class	80% of 1st Class Rate	\$55,435		\$55,435
Constable, 4th Class	70% of 1st Class Rate	\$48,504		\$48,504
Cadet, 1st Class	60% of 1st Class Rate	\$41,575		\$41,575

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

To arrive at the hourly rate of pay, 2,080 hours are divided into the determined annual salary.



**SCHEDULE "A"**Effective January 1<sup>st</sup>, 2006:

<b>Rank</b>	<b>Service</b>	<b>Base Salary</b>	<b>UPA</b>	<b>Annual Salary</b>
Staff Sergeant	0 - 7 yrs	\$89,657	\$0	\$89,657
Detective Sergeant	8 - 16 yrs	\$89,657	\$2,143	\$91,800
	17 - 22 yrs	\$89,657	\$4,286	\$93,943
	23 yrs or more	\$89,657	\$6,430	\$96,086
Sergeant	0 - 7 yrs	\$81,086	\$0	\$81,086
Detective	8 - 16 yrs	\$81,086	\$2,143	\$83,229
	17 - 22 yrs	\$81,086	\$4,286	\$85,373
	23 yrs or more	\$81,086	\$6,430	\$87,516
Constable, 1st Class	0 - 7 yrs	\$71,441	\$0	\$71,441
	8 - 16 yrs	\$71,441	\$2,143	\$73,584
	17 - 22 yrs	\$71,441	\$4,286	\$75,728
	23 yrs or more	\$71,441	\$6,430	\$77,871
Constable, 1st Class (2% Investigative Premium)	0 - 7 yrs	\$72,870	\$0	\$72,870
	8 - 16 yrs	\$72,870	\$2,143	\$75,013
	17 - 22 yrs	\$72,870	\$4,286	\$77,156
	23 yrs or more	\$72,870	\$6,430	\$79,300
Constable, 1st Class (4% Investigative Premium)	0 - 7 yrs	\$74,299	\$0	\$74,299
	8 - 16 yrs	\$74,299	\$2,143	\$76,442
	17 - 22 yrs	\$74,299	\$4,286	\$78,585
	23 yrs or more	\$74,299	\$6,430	\$80,728
Constable, 1st Class (8% Investigative Premium)	0 - 7 yrs	\$77,156	\$0	\$77,156
	8 - 16 yrs	\$77,156	\$2,143	\$79,300
	17 - 22 yrs	\$77,156	\$4,286	\$81,443
	23 yrs or more	\$77,156	\$6,430	\$83,586
Constable, 2nd Class	90% of 1st Class Rate	\$64,297		\$64,297
Constable, 3rd Class	80% of 1st Class Rate	\$57,153		\$57,153
Constable, 4th Class	70% of 1st Class Rate	\$50,008		\$50,008
Cadet, 1st Class	60% of 1st Class Rate	\$42,864		\$42,864

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 6.01 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 10) 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/her 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 6.02 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 exigencies of service) are introduced to platoon or shift starting times, but nothing herein affects a member's right to call back under 6.06.
- .06 An officer's regularly scheduled day off (but not a lieu day off) shall not be altered except due to exigencies of service of a temporary nature. The officer shall be provided with reasonable notice, taking into account the amount of notice the Employer has of the service exigencies 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/her 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/her 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 the member received no less than 14 days notice of such change, the officer may consent to waive such notice.

**SCHEDULE "B-1"**

**Compressed Work Week Schedule**

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
-A-						A	A	A	A	A	A																		
-B-		A	A	A			D	D	D	D																			
-C-	A			D	D	D			A	A	A																		
-D-	D	D	D				N	N	N	N	N		A	A	A														
-E-	N	N	N	N	N	A	A	A	A	A	D	D	D	D	D	A	A	A	A										



# Grievance Form

Association \_\_\_\_\_ Grievance No. \_\_\_\_\_  
 Member \_\_\_\_\_  
 Unit/Bureau \_\_\_\_\_  
 Supervisor \_\_\_\_\_  
 Badge No. \_\_\_\_\_  
 Classification \_\_\_\_\_

Statement of Alleged Violation

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Article(s) Allegedly Violated \_\_\_\_\_ and any other relevant Article of the Collective Agreement

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Statement of Facts to Support Grievance

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Statement of Redress Sought

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\_\_\_\_\_ Yr. Mo. Day

SCHEDULE "C"

**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** \_\_\_\_\_       A.M.       P.M.  
Yr.    Mo.    Day      Time

## 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. LEGAL INDEMNIFICATION

- a) A member who may be eligible for legal indemnification under Article 20 of the Collective Agreement and who wishes to apply for funds to provide his/her 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 the member 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 20.03 of the Collective Agreement does not apply;
  - (iii) the amount requested does not exceed \$2,000.00 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 20 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/her action and his/her 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 20 of the Uniform Collective Agreement is intended to govern such matters.

## LETTERS OF UNDERST

### 1. DESIGNATED PARKING

Members whose regular place of employment is the Grenville and William B. Davis Court House shall be provided with designated parking during their work day at no expense to the member.

### 2. CALCULATION OF VACATION ENTITLEMENT

The Parties agree for the interpretation of Article 7.01 of the Uniform Collective Agreement and article 7.03(b) of the Civilian Collective Agreement, "Police Service in Canada" means the equivalent of a municipal police force or the O.P.P. as referred to in the Police Services Act.

Notwithstanding the above, the Parties agree to the following specific exceptions where service with the agency will be eligible under Article 7.01 (Uniform) and 7.03(b) (Civilian):

CN (Conrail) Police Service  
 CP Police Service  
 First Nations Police Services  
 Canadian Forces Military Police

### 3. RESPECTING THE SELECTION AND APPROVAL OF VACATION

The Parties agree that for the term of this Collective Agreement, the following provisions shall supplement those provisions contained in Article 7 of the Uniform and Civilian Agreements respecting the selection and approval of members' annual vacation:

- (a) The approval of the vacation selection preferences of members shall be on the basis of seniority as defined in Article 2.01(i), consistent with the operational requirements of the Service:
  - (i) for Uniform members, within the ranks in the Unit or Division; and,
  - (ii) for Civilian members, members in each classification will compete with members in the same classification within the work unit and/or bureau for the selection of vacation.
- (b) Each member shall, by April 1st, record his/her preferences with respect to the selection of the dates upon which the member's vacation is to be observed, provided:
  - (i) that a member may elect to defer the selection of up to one (1) weeks' vacation; and/or,
  - (ii) that a member may request vacation hours be carried over to the following calendar year pursuant to Article 7.05.

In all cases the number of hours selected for observance, together with the number of hours deferred and/or requested for carry-over, must be equivalent to the member's total vacation entitlement for that year.



- (c) (i) Each member may, by August 1st, record his/her preferences with respect to the selection of those dates, if any, upon which the member's vacation is to be observed during the period January 1st to March 31st of the following calendar year.
- (ii) Each member shall, by August 1st, record his/her preferences with respect to the selection of those dates upon which the member's previously deferred vacation is to be observed during the same calendar year.

For the purposes of the selection process identified in clause (c)(ii) only, the exercising of seniority in the selection of available vacation dates shall apply only amongst those members with competing deferred selection requests for the same vacation period(s), and shall not be applied so as to result in the displacement, cancellation, or deferral of any vacation periods previously approved for observance as part of the initial selection process identified in clause (b) above.

- (d) The observance of approved vacation by one member shall receive priority consideration over the granting of stat time and compensating time off by another member(s) for the same period.
- (e) Notwithstanding the provisions of Article 7.06 (Civilian 7.09), a member whose approved vacation period has been cancelled due to the exigencies of service may:
  - (i) at any time, select and receive approval for, alternate period(s) for the observance of such time prior to the end of the calendar year; and/or,
  - (ii) no later than December 1st, request a carry-over of all or any part of such cancelled vacation for use in the following calendar year. Such request shall be submitted by memorandum to the Supervisor specifying the date(s) and hours cancelled due to exigencies of service and the total number of hours requested for carry-over to the following calendar year.

Any hours remaining in the member's vacation bank on December 31st arising from the cancellation of approved vacation period(s) which have not been approved for carry over shall be paid out.

- (f) In the event of any conflict between the provisions of this Letter of Understanding and the provisions of Article 7 – Vacations, the provisions of this Letter shall take precedence.
- (g) The terms of this Letter of Understanding shall become effective with the commencement of the 2005 vacation year and shall remain in effect for the term of the Collective Agreement.

#### 4. RESPECTING U.P.A. CONTINUANCE PENDING NEW AGREEMENT

In recognition of the desirability not to decrease the pay of members in 2004 pending negotiations of a new collective agreement, the Parties agree the amount paid bi-weekly as U.P.A. shall continue to be paid until a new agreement or award for 2004 is achieved between the Board and the P.R.P.A., and shall be treated as a credit to be applied by the Board against any future general economic increase and/or adjustment for active employees in receipt of the U.P.A. payment.

This provision does not prejudice either Party with regards to future economic positions, nor does it represent the position of either Party with respect to the consideration of additional economic benefits, if any.

This provision is deleted effective July 1<sup>st</sup>, 2004.

## LETTERS OF AGREEMENT

### 1. RESPECTING AN AMENDMENT TO THE UNIFORM AGREEMENT SCHEDULE "B-1" FOR MEMBERS OF 22 DIVISION

Whereas the Association has approached the Board with a view to have the shift(s) for the members at 22 Division modified;

And whereas the Board after consultation with the Chief of Police agrees to implement, on a trial basis, a change in shift for the members of 22 Division;

Now therefore the Parties agree as follows:

1. That this Letter of Agreement shall be appended to the Uniform Collective Agreement and shall be enforceable under its terms and conditions;
2. To implement, on a trial basis, a change in the rotation of day tours, afternoon tours, and night tours set out in Schedule "B-1" of the Uniform Agreement for members of 22 Division assigned to the Uniform Patrol "Compressed Work Week Schedule";
3. That for the duration of the trial period, the rotation of tours shall be amended to provide for the commencement of the consecutive night tours on Friday rather than Saturday, for each of the five operational platoons;
4. That the trial period shall commence on September 6<sup>th</sup>, 2001 and continue for a period of six (6) complete shift cycle rotations to conclude on April 4<sup>th</sup>, 2002;
5. That for the duration of the trial period, Operational Payback Time shall continue to be worked on the same days of the schedule rotation as is presently the case, (i.e., 1<sup>st</sup> night shift, ½ hour; 2<sup>nd</sup> night shift, 1 hour; etc.);
6. That Management shall apply its best efforts to ensure that all previously approved requests for authorized time off are honored and that no member is adversely affected as a result of the tour rotation change, subject to the exigencies of service being met. However, in the event it becomes necessary to do so, priority will first be given to honoring all previously approved requests for vacation, and thereafter to honoring all remaining requests for authorized time off;
7. That an evaluation of the trial shall be conducted by a Committee comprised of one (1) Uniform member from each 22 Division platoon, and representation from both the Association and Management. The Committee's Evaluation Report, which shall be reflective of all parties' views, may contain a consensus recommendation with respect to the continuation of the schedule with or without modification, or to its cessation and reversion to the original tour rotation schedule. The Report shall be forwarded to the Chief of Police for determination and consultation with the Board, at least two (2) weeks prior to the conclusion of the trial period.
8. That the Board in consultation with the Chief of Police may elect to terminate the trial period prior to April 4<sup>th</sup>, 2002 or any other time if extended, upon written notice to the Association. Such notice shall be provided at least one (1) full shift cycle rotation prior to its effective date, which shall in any case correspond to some multiple of the full shift cycle rotation. In the event of early termination of the trial

the rotation of day, afternoon, and night tours shall revert to that specified in Schedule "B-1". Such termination of the trial shall be subject to compelling operational requirements;

9. The Board further agrees to have consultation with the Association prior to the extension or cessation of this pilot project;
10. That any and all matters of concern arising as a result of, or in respect of, the implementation of this trial shall not be the subject of a grievance and/or arbitration;
11. That this Letter of Agreement shall become effective on the date of ratification and shall remain in effect for the term of the Collective Agreement expiring December 31<sup>st</sup>, 2006 or until notice is given as per item 8.

## 2. RESPECTING A JOINT BENEFIT PLAN COMMITTEE

Whereas the parties have negotiated a health and welfare benefits plan during the collective bargaining process, which plan has been in effect for many years;

And whereas the parties agree to establish a Joint Benefit Committee to find ways of managing the current benefit plan more efficiently and to share any reduction of costs such efficiencies produce;

And whereas the parties have also agreed that the objectives of the Joint Benefit Committee will be to keep the members of the Plan (both active and retired), healthy, productive and on the job and/or able to enjoy quality of life in good health;

And whereas the parties are committed to cooperate to achieve the objectives set out herein and to ensure success in the effective management of the benefit plan,

Therefore the parties agree as follows:

- (a) The Association and the Police Services Board will work together both directly and through the new Joint Benefit Committee to accomplish efficiency, savings, and cost containment initiatives, which may include but are not limited to the following:
  - (i) Reduction of dispensing fees;
  - (ii) Physiotherapy;
  - (iii) Examination of various coverage levels within the program subject to data analysis;
  - (iv) Other initiatives as agreed to by the parties;
  - (v) Rationalization of the administration and processing fees.
- (b) The parties shall disclose to one another all financial and contractual information that is provided to the Board by the *insurer/carrier* or auditor, at all and any times in order that each may continually monitor the performance of the plan, any alternatives that may be available or may become available and the efficiency of the plan's operation.
- (c) Equally, the parties will fully disclose to one another any information requested in connection with past, current and/or future health care and/or benefit plan initiatives. Past reports shall be limited to the 2003 Annual Utilization Report.

- (d) Upon agreement of the parties, they shall share equally the costs for consulting services contracted by the Joint Benefit Committee.
- (e) The Committee shall work on an ongoing basis to consider efficiency, savings and cost containment initiatives as well as any program enrichment initiatives that may become available.
- (f) The parties will share on a 50-50 basis all savings generated as a result of changes to the existing benefit plan initiated through the Joint Benefit Committee initiatives and/or proposals.
- (g) The management share of all savings realized through all initiatives undertaken by the parties pursuant to this agreement shall be utilized by reducing the overall costs of the welfare benefit plan from time to time.
- (h) The Association share of all savings realized through all initiatives undertaken by the parties pursuant to this agreement shall be directed for use by the Association to enhance member benefits at its sole discretion subject only to the following:

The Association will not initiate or direct benefit improvements or enhancements without providing the Board with prior notice of the changes it proposes and without obtaining Board approval. The Board's final approval over any proposed Association changes to the benefit plan may be withheld only if the Association's share of the achieved savings will not be sufficient to finance the proposed changes.

- (i) The parties acknowledge that the normal annual cost of the benefit plan has been increasing from year to year. Such annual cost increases and any cost increases to the benefit plan which occur as a result of the collective bargaining process shall not be used to diminish or be set off against the savings accomplished through the cost and efficiency initiatives developed by the Joint Benefit Committee.
- (j) Dispute Resolution

If the parties are unable to agree to any issue under this agreement, the issue or issues may be submitted to binding arbitration using the grievance and arbitration provisions of the relevant collective agreement (Uniform or Civilian) and the *Police Services Act*. The parties agree the arbitrator shall have jurisdiction to determine all such matters and any issue arising under this agreement and his/her decision shall be final and binding on the parties.

AIDE MEMO

- 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 4.03/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 4.03 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 PRP Directive 1-A-205(F).
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.

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