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CIVILIAN COLLECTIVE AGREEMENT

Regional Municipality
of Peel
Police Services Board

and

Peel Regional Police
Association

January 1, 1993 - December 31, 1995

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

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

OF THE FIRST PART

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

OF THE SECOND PART

WHEREAS the parties have mutually agreed to enter into and execute this Agreement defining, determining, and providing for remuneration, benefits, pensions and working conditions of the members of the Peel Regional Police:

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

ARTICLE 1 - 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 civilian members of the Peel Regional Police, save and except Cadets and those civilian members designated by the Board as "Senior Officers" in accordance with the Police Services Act.
- 1.03** Except as herein provided, all Articles in this Collective Agreement **shall** be applicable to those persons employed by the Board as part-time or temporary members.

ARTICLE 2 - DEFINITIONS

- 2.01** Except where a contrary intention appears:
- a)** "Association" means the Peel Regional Police Association.
 - b)** "Board" means the Regional Municipality of Peel Police Services Board.
 - c)** "Chief" means the Chief of Police of the Peel Regional Police.
 - d)** "Corporation" means the Regional Municipality of Peel.
 - e)** "Service" means the Peel Regional Police Service.

- f) "Member" means all Civilian members of the Peel Regional Police, save and except Cadets, and those civilian members designated by the Board as "Senior Officers" in accordance with the Police Services Act. The Board agrees to provide the Association with a list of all civilian members and classifications presently designated as "Senior Officers", and to advise the Association prior to adding any new position to the list. In the event of a dispute concerning the designation of a position, the matter shall be resolved in accordance with the provisions of the Police Services Act.

In reference to part-time members the following definitions shall apply:

- g) "Part-time refers to members hired to work less than the annual hours of work **for** their classification but does not include a Temporary Member.
- h) "Temporary" refers to a member who is hired for the completion of a specific task of **5** weeks or less **or** as a replacement for a member absent due to vacation, illness, or leave of absence, with the period of employment not to exceed the member's absence or **35** weeks, whichever is less. Those hired as Summer Students (who may be employed during school vacation periods without regard to the **5** week limitation) shall be considered as Temporary Members. A Temporary (apart from a Summer Student) will not be employed on successive specific tasks without the concurrence of the Association.

For determining the status of part-time members for the purpose of the definitions set out in g) and h) above, the average weekly hours worked by a member in the preceding 6-month period shall **be** determined as soon as possible after January 1 and July 1 in each year. Thereafter, in the following 6-month period the part-time member will be considered to have worked those average weekly hours for purposes of entitlements under Clause 12.11 of Article 12 and Article 14.

2.02 For Part-time members defined in (g) above, benefit entitlement under Articles 9, 13 and 14 and **Clause 12.11** of Article 12 shall be determined as follows:

The average weekly hours worked by a Part-time member in the preceding six month period shall be determined as **soon** as possible after January 1 and July 1 each year. **Thereafter**, in the following six month period, the Part-time member will be considered to have worked those average weekly hours.

In the case of Article 9, Statutory Holidays, the average weekly hours so determined will be divided by **5** to determine a regular day's pay.

ARTICLE 3 - RECOGNITION

- 3.01** The Board recognizes the Association as the exclusive bargaining agent for all members as defined in Clause **2.01 (f)** of Article **2** above.
- 3.02** Nothing in this Agreement shall be construed as imposing any personal liability upon any individual who from time to time is a member of the Board.

ARTICLE 4 - MANAGEMENT FUNCTIONS

- 4.01** The Association acknowledges that, subject to the Police Service Act, 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 members subject to Bill **138**, Section **73-3 (e)**.
- 4.02** Without limiting the generality of the foregoing, generally to supervise and administer the affairs of the Service.
- 4.03** The Board agrees to exercise the above functions in a manner consistent with the express terms of this Collective Agreement and the Police Services Act.
- 4.04** A member may refer a concern about his classification to the Joint Job Evaluation Committee, and in the event the concern is not resolved to the Association or member's satisfaction, the matter may be the subject of a grievance pursuant to the grievance procedure outlined in this agreement.
- 4.05** In instances where warnings to a civilian member are confirmed in writing, such civilian shall receive a copy of the warning.
- NEW** Disciplinary notifications such as conduct sheets, written warnings or disciplinary statements of a derogatory nature entered on the member's record, which have not resulted in the member's suspension, demotion or discharge, shall not be considered after two years from the date the document was entered, provided that during that time no other incidents of misconduct have been documented or entered into the **record**. Where such notification is no longer to **be** considered, it shall be removed at the time of the entry of the member's next performance appraisal.
- 4.06** a) Every member shall, upon commencing employment, be subject to a probationary period of six months. For part-time members it shall be the equivalent hours for the classification, but in any event **no** more than **12** months.

- b) Notwithstanding Clause 4.03 and Schedule C, the Board may terminate a member's employment during the probationary period, but before doing so shall give the member reasonable written information with respect to the reasons for the termination and an opportunity to reply, orally or in writing as the Board may determine.
- c) This section will not apply to a member who has previously completed six months of service with this Service in the same position within the last 3 years.

**4.07
NEW**

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

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

- (f) Upon receipt of a confidential letter from a person designated by the parties to implement the policy against harassment in the workplace (The Complaints Counsellor, hereinafter "the Counsellor") complaining of any incident of harassment on the basis of sex or race involving a member of the service, the Board shall forthwith refer the letter to a Harassment Investigator (hereinafter "the Investigator"), that shall be appointed by the Board, who shall, within three weeks of receipt of the letter by the Board, make a non-binding recommendation to the Board and shall deliver copies of the report to the Board and the Association.

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

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

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

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

detriment shall only be the minimal amount necessary to remedy the harassment in the circumstances. The arbitrator may direct a transfer of the perpetrator without regard to his or her seniority or privilege outlined in the Collective Agreement, and may impose conditions upon the perpetrator transferred, as the arbitrator deems appropriate, which conditions are to be remedial in nature only.

ARTICLE 5 - ASSOCIATION MEMBERSHIP

- 5.01** All members shall pay to the Association such dues as may be assessed from time to time by the Association.
- 5.02** A member of the Peel Regional Police shall, as a condition of service, be required to notify the Board in writing, of his authorization to deduct Association membership dues from his pay.
- 5.03** The Board agrees to deduct by way of payroll deduction, the amount of dues that is assessed from time to time to all members of the Service by the Association. The sum of such deduction to be paid to the Association within one (1) month.
- 5.04** It is mutually agreed there will be no discrimination, interference, restraint or coercion exercised or practised by the Board or the Association, or any of their respective representatives with respect to any member because of his membership status, or connection with the Association.
- 5.05** 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.
- 5.06** Each party to this Agreement agrees to give to the other party to this Agreement a minimum of forty-eight (48) hours advance notice of any meeting or proposed meeting in connection with or relative to this Agreement or any other such matter in which the parties hereto have a common interest.

ARTICLE 6 - SALARIES

6.01 The annual salary for each classification for the term of this Agreement is set out in Schedule "B" to this Agreement, subject to the Letter of Understanding dealing with reopening negotiations on Page 60. For Part-time and Temporary members, salaries shall be calculated at the hourly rate consistent with the members' classification as indicated in Schedule 'B' of this Agreement.

The Board may add classifications and rates relating thereto, during the term of this Agreement. Any added classification shall become part of this Agreement and all provisions in this Agreement shall apply thereto.

Prior to the implementation of a rate for a new classification under this agreement, the Joint Job Evaluation Committee (JJEC) (Composed of equal representatives from the Board and the Association) will meet in order to advise the Board on the rate for the new classification. Should the Board establish a rate for the new classification which has not been agreed to by the JJEC, the Association shall have the right to lodge a grievance pursuant to Schedule "C".

ARTICLE 7 • HOURS OF WORK AND OVERTIME

7.01 A normal work week for clerical staff shall consist of five (5), seven (7) hour days for a total of thirty-five (35) hours per week. A normal work week for other civilian staff shall consist of five (5), eight (8) hour days for a total of forty (40) hours per week. There shall be an unpaid lunch period of one-half (1/2) hour for all garage and maintenance members and one (1) hour for all other members.

The Board shall attempt to minimize the incident of weekend work for clerical staff.

7.02 Each member who works a full calendar year on a three (3) shift rotation basis shall receive Two Hundred and Sixty Dollars (\$260.00) in the first pay of December. For members who work the full year on a two (2) shift basis, the payment shall be One Hundred and Sixty (\$160.00). Members who work less than the full year on a regularly scheduled basis as above, shall receive a pro-rata portion. Clause 7.02 does not apply to temporary members.

7.03

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

- c) Any periods of overtime for which the member has elected to receive time off, shall accumulate in his overtime bank. The balance of such bank shall increase with overtime hours **worked**, and decrease according to approved time off taken. All hours in excess of **80** hours in the member's overtime bank as of June **1** of each year will be paid to him no later than June **30**. All hours in excess of **60** hours in the member's overtime bank as of December **1** of each year will be paid to him no later than December **31**.
- d) A member may, on a quarterly basis, make application to have all, or a portion, of the hours credited in their overtime bank paid to them within thirty (**30**) days of such application.

- 7.04** When a member is to be paid for overtime, such payment shall be made within thirty (**30**) days of the end of the quarter in which such overtime is worked. Clause **7.04** does not apply to part-time or temporary members.
- 7.05** Members shall be allowed to carry forward up to sixty (**60**) hours of accumulation in 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. Clause **7.05** does not apply to part-time or temporary members.
- 7.06** 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.
- 7.07** For the purpose of this section "Callback" shall mean when a member is called back to work before his next scheduled tour of duty. For such callback duties, a member shall be paid at a rate of time and one-half (**1-1/2**) with a minimum guarantee of three (**3**) hours pay at time and one-half (**1-1/2**) for each callback. In the event that the callback continues into a regular tour of duty, the member shall be paid at overtime rate only until the start of the regular tour of duty and then revert to straight time rates.
- 7.08** A member who is required to work overtime as set out in Clause **7.03** above and who so works for a period of two (**2**) hours or more beyond the end of his normal shift, shall be paid up to Five Dollars (**\$5.00**) on presentation of a food receipt and thereafter a similar allowance or, an addition to the allowance of Five Dollars (**\$5.00**), shall be appropriate for every additional four (**4**) hour period worked, provided the time actually spent at meals will not be computed as overtime. A member shall also qualify for the allowance if, during his regular tour of duty, he is on assignment outside the Region for a period in excess of three (**3**) hours, provided the time actually spent at meals will not be computed.

- 7.09** Prior to the implementation of any new schedule or change to a schedule (other than a change of a temporary nature to meet requirements of operations) for members in a unit or bureau, the Association shall be informed of the proposed schedule and provided with the opportunity to consult on such. The parties may set up a committee with respect to any proposed schedule and the committee may informally solicit the views of members who would be working the proposed schedule and may make recommendations to the Chief or his designate concerning such proposal.
- NEW**
- 7.10** A member shall receive at least **14** days notice of a permanent transfer (as **NEW** 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.

ARTICLE 8 • VACATIONS

- 8.01** The Board will grant vacation on the following basis:
- a)** On completion of one (1) year of continuous service, shall receive ten (10) working days' vacation.
 - b)** On completion of four (4) years continuous service, shall receive fifteen (15) working days' vacation.
 - c)** On completion of ten (10) years continuous service, shall receive twenty (20) working days' vacation.
 - d)** On completion of sixteen (16) years of continuous service, shall receive twenty-five (25) working days' vacation.
 - e)** On completion of twenty-two (22) years continuous service, shall receive thirty (30) working days' vacation.
 - f)** On completion of thirty (30) years continuous service, shall receive thirty-five (35) working days' vacation.

In reference to part-time members, the Board will grant vacation on the following basis:

- a)** All members with less than four (4) years continuous service shall receive four percent (4%) vacation pay.
- b)** All members who have four (4) years of continuous service but less than ten (10) years continuous service shall receive six percent (6%) vacation pay.

- c) All members who have ten (10) years of continuous service but less than seventeen (17) years of continuous service shall receive eight percent (8%) vacation pay.
- d) All members who have seventeen (17) years of continuous service but less than twenty-two (22) years of continuous service shall receive ten percent (10%) vacation pay.
- e) All members who have twenty-two (22) years of continuous service or more shall receive twelve percent (12%) vacation pay.

Vacation pay for Temporary members shall be at the rate prescribed by the Employment Standards Act and shall be included with each bi-weekly pay.

- 8.02**
- a) For purposes of calculation of continuous service within this Article, service shall be computed in all cases in accordance with the practice in the Uniform Agreement.
 - b) Part-time members shall also be entitled to time-off for vacation without pay, on the basis of earned vacation. It is understood that part-time members shall receive on the first pay period of July, a percentage of salary earned that coincides with time employed and calculated in accordance with Clause 8.01.
 - c) Continuous service shall include for full-time members, service accrued as a part-time member of the Force on a pro rata basis, and for part-time members, service accrued as a full-time member, provided that in either case such service is not interrupted. For part-time members, service shall be computed in all cases as at June 30th.

(NOTE: With respect to members who have switched to full-time from part-time, or vice versa, to receive recognition for such service, a member must make written application to Human Resources and, on documentary confirmation of the service, the benefit shall apply for 1991 and future entitlement.)

- 8.03**
- Selection of vacation dates will be on the basis of seniority within the classification structure. Every member of the Force shall be entitled to annual vacation with pay according to the above Schedules, in accordance with Section 73-3 (c) of Bill 138. Clause 8.03 does not apply to Temporary members.

- 8.04**
- In cases where a member is off duty as a result of illness, or being injured on duty prior to the start of his annual vacation and is therefore unable to enjoy his annual leave, he will be allowed to take such portion of annual leave upon his being able to return to active duty for such unused time. If such period however, carries over from one year to another, the member shall be allowed to carry over his unused vacation to the next year. Clause 8.04 does not apply to part-time or temporary members.

- 8.05** A member may make application to carry over up to one-half (**1/2**) of his annual vacation entitlement for a specific reason from one year into the following year. Such request shall not be unreasonably withheld.
- 8.06** For the purpose of determining vacation entitlement under Clause **8.01**, for **2080** hour classifications a "working day" is eight (**8**) hours, and for **1820** hour classifications a "working day" is seven (7) hours and time taken on vacation will be charged the hours the member would normally work on that day (eg. **7, 8, 9.5** or **10.5** hour day).

ARTICLE 9 - STATUTORY HOLIDAYS

- 9.01** The following days for observing a public holiday shall be recognized as paid holidays and salaried members shall suffer no deduction from pay while hourly rated members shall receive a regular day's pay by virtue of not working on such days.

New Year's Day	Labour Day	
Good Friday	Thanksgiving Day	
Easter Monday	Remembrance Day	(unless it falls on a Saturday or Sunday)
Victoria Day	Civic Holiday	
Dominion Day	Boxing Day	
Christmas Day		

- 9.02** In addition to the foregoing, the one-half (**1/2**) working day preceding Christmas Day, and the one-half (**1/2**) working day preceding New Year's Day, shall constitute an additional paid half holiday on each day provided such times are observed by comparable Region of Peel staff.
- 9.03** When any of the holidays, except Remembrance Day, so mentioned in Clause **9.01** of the Agreement falls on a Saturday or Sunday, the Friday preceding or Monday succeeding such holiday, shall be designated by the Board as the day of observance of such holiday.

When a member is required to work on any holiday, he shall be paid for working at the rate of time and one-half (**1-1/2**), in addition to the other provisions of this Article.

- 9.04** Notwithstanding the above, Remembrance Day shall be recognized as a normal public holiday for all members regularly working on a seven (7) day shift operation.
- 9.05** Where Clause **9.01** refers to a "Regular Day's Pay", for **2080** hour classifications this represents an eight (8) hour day, and for **1820** hour classifications a seven (7) hour day, notwithstanding any compressed work schedule which may be in effect.

ARTICLE 10 - COURT TIME

- 10.01** Court time shall be deemed to be any time spent by a member in his off-duty hours in attendance at any Court, inquest or any time spent in litigation and is officially required as a result of his police duties and the following provisions shall apply.
- 10.02** When a member is required to attend Court in his off-duty hours not extending into his regular tour of duty, Court time will be paid at time and one half **(1-1/2)** for all hours spent attending morning, afternoon, and evening session (which session is on his day off or prior to ~~but~~ not contiguous with scheduled shift hours) with a minimum guarantee of four **(4)** hours at time and one-half **(1-1/2)** for the first session that an officer attends on a calendar day and a minimum guarantee of three **(3)** hours at time and one-half **(1-1/2)** for each subsequent attendance at a court session on that same calendar day with the following exception.

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.

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 tour of duty, may elect to remain on duty during such interim period and shall be entitled, in respect of ~~the~~ Court appearance and the interim period (if any) between the Court appearance and the tour of duty, to payment in accordance with the overtime provisions of Clause **7.03** of Article **7**. A member making such election must advise the officer in charge of his election prior to the commencement of his tour of duty.

When a member is required to attend Crown Attorney meetings in his off-duty hours he will be paid at time and one-half **(1-1/2)** for all hours spent attending such meetings with a minimum guarantee of three **(3)** hours at time and one-half except where such meeting is immediately prior to and contiguous with the start of his regular shift or Court appearance as referred to in this Article in which case he will be compensated at time and one-half **(1-1/2)** for actual hours at the meeting.

- 10.03** When a member on duty is required to attend court and is prevented from going off duty at his normal time by reason of such attendance at Court, overtime provisions as outlined in Article **7** shall apply.
- 10.04** When a member is required to attend court on any occasion during his annual vacation, he shall be granted two **(2)** days extra leave in compensation thereof for each day or portion thereof spent in court or on duty. This will only apply after the member has become aware that his attendance is required at court, at which time he must immediately notify an Inspector or rank above, and receive specific clearance.

For the purposes of this section, provided that a minimum of forty **(40)** regular working hours are taken as annual leave, the regular days off immediately preceding, in between, or immediately following such period of annual vacation, shall be

considered part of the member's annual vacation. This clause shall not apply where a member schedules or amends his vacation period after a member is aware that he will or may be required to attend court during such period.

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

- 10.05** Payment of Court and Crown Attorney meeting time as outlined in Clauses 10.01 to 10.03 inclusive, may be received by a member, at his discretion, either in credited equivalent time off or payment at his current rate of pay for all such Court time. Any payment for such Court 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 lieutime 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 7.03 of Article 7.

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

All reasonable expenses incurred while the member is attending Court, Inquests, etc. will be reimbursed to the member.

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

- 10.07** A member who has retired and is in immediate receipt of his OMERS pension shall, when required to attend Court in accordance with Clause 10.01 of Article 10, in connection with his duties as a member of the Peel Regional Police, be paid for such attendance in accordance with the provisions of Article 10 at the current rate of pay for the classification held by the member at the time of such retirement.

ARTICLE 11 - TRANSITIONAL SICK LEAVE BENEFIT PAYOUT

Article 11 does not apply to part-time or temporary members.

- 11.01 Every member covered by Article 11 of the 1985/86 Collective Agreement shall have his existing sick time credits adjusted on the day the new Short Term/Long Term Disability plan (Article 12 of this Agreement) becomes effective to reflect fifty percent (50%) of his credits at that time, and in any case this credit would not exceed 910 or 1040 hours whichever is applicable to their regular annual hours.
- 11.02 Upon termination of service, a member will be entitled to payment for such adjusted sick time credit at the current salary of his classification at the date of his termination.
- 11.03 If a member dies during his employment with the Board, his estate will receive payment for such adjusted sick time credit at the current salary of his classification at the date of his death.
- 11.04 At the member's option, to be exercised in writing and delivered to the Secretary of the Board no later than December 15th, 1987, he shall elect to:
- a) be provided with payout of such adjusted sick time credit, annually in three equal instalments of such credit hours commencing March 31st, 1988, through December 31st, 1990, at the member's current salary of his classification effective at the time of each payment; or
 - b) upon termination (as set out in Clauses 11.02 and 11.03 of this Article), be provided with payout in cash as provided under 11.02 and 11.03 hereof; or
 - c) Subject to compliance with the O.M.E.R.S. Act and Regulations, use his adjusted sick time credit as credited time for pension purposes prior to his retirement. (For example, a member who has 1040 hours and effectively ceases work and goes on leave of absence on February 1st, with 33-1/2 years service, would be retained on the payroll for approximately six (6) months and his service for O.M.E.R.S. purposes would be 34 years.)

 During that period of approximately six (6) months he would not be covered by the provisions of the Workers' Compensation Act and would not receive vacation, statutory holiday entitlement, or any other benefits hereunder save and except such insured benefits available to members hereunder. In any case service could not be extended under this option beyond a maximum of thirty-five (35) years by such use of adjusted sick time credits.
 - d) At the time of his retirement, a member who has previously elected option (c) under this Article may change his election, if desired, to option (b).

- 11.05** Failure to exercise his option within the time period specified by Clause **11.04** shall mean that the member elects the option under Clause **11.04 (b)**. If a member who elects the option under Clause **11.04 (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 Clause **11.04 (c)**, he shall be entitled to benefits available under Clause **11.04 (b)**.

ARTICLE 12 - INCOME REPLACEMENT PLANS

- 12.01** Article **12** does not apply to Temporary members.

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

- 12.02** a) The Short-Term Disability Plan provides for the continuation of salary in whole and/or in part, for a period of seven hundred (700) 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	700 hours
1 year but less than 2 years	35 hours	665 hours
2 years but less than 3 years	70 hours	630 hours
3 years but less than 4 years	105 hours	595 hours
4 years but less than 5 years	140 hours	560 hours
5 years but less than 6 years	175 hours	525 hours
6 years but less than 7 years	210 hours	490 hours
7 years but less than 8 years	245 hours	455 hours
8 years but less than 9 years	315 hours	385 hours
9 years but less than 10 years	385 hours	315 hours

10 years but less than 11 years	455 hours	245 hours
11 years but less than 12 years	525 hours	175 hours
12 years but less than 13 years	595 hours	105 hours
13 years but less than 14 years	630 hours	70 hours
14 years but less than 15 years	665 hours	35 hours
15 years or more	700 hours	Nil

- b) For part-time members, the short-term disability plan shall be amended to reflect the actual hours worked over the last twelve (12) weeks of employment and pro-rated accordingly. All other references in Article 12 shall be amended accordingly.
- c) "Length of service" shall include for full-time members service accrued as part-time members converted on a pro rata basis to full-time service, and for part-time members service accrued as full-time members, provided that in either case such service is not interrupted.

(NOTE: With respect to members who have prior to ratification switched to full-time from part-time, or vice versa, to receive recognition for such service, a member must make written application to Human Resources and, on documentary confirmation of the service, the benefit shall apply for 1991 and future entitlement.

12.03 Short-Term benefits will be applicable for up to five hundred and ninety-five (595) 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 12.02.

12.04 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.

If a member incurs an illness, injury, disease or medical condition which causes a member to be absent from work for more than 5 working days and the member after returning to work suffers a recurrence, the member may make application through the chain of command to his/her Command Officer/Manager to have only the first of such recurrent absences charged against the member for purposes of invoking the waiting period under the Income Replacement Plan (Clause 12.04). Such application shall be submitted as soon as practicable with each recurrent absence.

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

- 12.05** In the event of a member, after reporting for duty, having to report sick after he has completed ~~in~~ excess of one-half **(1/2)** of his regular tour of duty, no sick time will be deducted. In the event of a member after reporting for duty, having to report sick before he has completed one-half **(1/2)** of his regular tour of duty, he shall forfeit one-half **(1/2)** of ~~the~~ tour of duty as sick benefit.
- 12.06** Members who have completed three **(3)** months continuous service will be allowed up to forty-two **(42)** paid, non-cumulative, hours per anniversary year to provide income for illness or disability of three **(3)** regular shifts or less.
- 12.07** A certificate from a qualified medical practitioner may be required for any absence.
- 12.08** The Association acknowledges that the Unemployment Insurance premium reductions allowed to the Board by virtue of the existence of the sick leave plan shall be retained by the Board for the provision of the benefits described in this Article.
- 12.09** 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.
- 12.10** When a member has been identified as working in a classification that performs their duties over two thousand and eighty **(2080)** hours per annum, Clause **12.02** shall read eight hundred (800) hours and adjusted accordingly; Clause **12.03** shall read six hundred and eighty (680) hours; and Clause **12.06** shall read forty-eight **(48)** hours.
- 12.11** The Board agrees to contribute the full cost of the billed premiums towards a Long-Term Disability Plan which provides sixty-six and two-thirds percent **(66-2/3%)** of salary up to a maximum of three thousand five hundred dollars per month **(\$3500)** after a waiting period of seventeen **(17)** weeks, consistent with the rules and regulations of the plans. In respect of part-time members this article shall only apply to those members who regularly work more than **25** hours per week.
- 12.12** In the event ~~a~~ member's application for Long-Term Disability (LTD) benefits has been approved by the LTD benefit carrier, and LTD benefits are paid to a member, or to the Board on his behalf, the status of the member's other benefit entitlements shall be amended as follows:

1. Credit towards vacation and statutory holiday benefits will be earned on a pro-rata basis for a further period limited to **35** weeks beyond the date the member becomes eligible for **LTD** benefits. At the end of **35** weeks, if the member continues to receive **LTD** benefits, credit towards vacation and statutory holidays will cease, AND
2. Benefits provided in Clause **14.01** of Article **14** shall continue without restriction as long as the member is entitled to **LTD** benefits, AND
3. The Group Term Life Insurance benefit will be based upon the member's **pre-disability** salary.

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

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

Benefits provided in Clause **14.01** of Article **14** shall cease once a written decision has been rendered by the insurance carrier denying the claim for **LTD** benefits.

If the member wishes continued coverage for the benefits outlined in Clause **14.01** of Article **14** he shall reimburse the Board for the premium cost, AND

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

ARTICLE 13 - SPECIAL LEAVES OF ABSENCE

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

NEW If a member wishes Clause **13.01** 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.

- 13.02** (a) Pregnancy Leave without pay shall be in accordance with Part XI of the Employment Standards Act of Ontario as amended, except that a member commencing such leave who is in receipt of **U.I.** pregnancy benefits pursuant to **s.30** of the Unemployment Insurance Act shall be paid a supplementary unemployment benefit in an amount which with her **U.I.** pregnancy benefit brings her compensation to **75%** of her regular weekly earnings. Such payment shall commence following completion of the **2** week unemployment insurance waiting period and shall continue while the member is absent on Pregnancy Leave and is in receipt of such **U.I.** benefit for a maximum period of **15** weeks. "Regular weekly earnings" shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.
- (b) Parental Leave without pay shall be in accordance with the Employment Standards Act of Ontario, as amended, up to **18** weeks. Any Pregnancy or Parental Leave granted must be ended by the member giving to the Chief of Police or his designate not less than two weeks notice prior to his/her scheduled return to work.
- (c) For a member who commences a Pregnancy or Parental leave on or after January **1, 1991**, during the **17** weeks Pregnancy ~~or~~ **18** week Parental Leave the Board shall continue its premium payments for the member's benefits under Article 14.
- (d) A member returning from a Pregnancy or Parental leave of absence shall be assigned to their former classification or if no such position is available provide them with alternative work of a comparable nature at not less than the rate of pay prevailing for that classification at the time of their return from Pregnancy or Parental leave of absence. Seniority shall continue to accrue during the period of a Pregnancy or Parental Leave.
- (e) The Board shall grant leave of absence to a member who adopts an infant under the age of one year provided the adoption is recognized by the laws of Ontario.

Clause **13.02** does not apply to Temporary members.

The terms and conditions applicable to a member's unpaid leave of absence or series of unpaid leaves of absence which exceed **4** weeks in any calendar year are included in this Agreement as a Letter of Intent (see page **57**).

- 13.03 Each member who is called to serve as a juror or is subpoenaed as a witness in a legal proceeding in which he has no personal involvement shall be granted leave of absence without loss of pay for the period of such service provided any pay is turned over to the Region exclusive of expenses.
- 13.04 The Board shall grant, for the duration of this Agreement only, a leave of absence from duties to a member selected by the Association. The said leave of absence shall be without pay and the member so selected shall be considered a full time member of the Peel Regional Police and shall be entitled to the accumulation and debit of his sick leave. As such, he shall receive his normal remuneration and the Board shall invoice the Association on a monthly basis for all costs, exclusive of sick leave credits.
- 13.05 The Board will grant a civilian voting delegate leave of absence with pay to attend the Annual General Meeting of the Ontario Police Association.
- 13.06 A member who becomes a member of the Association's Board of Directors shall be allowed a total of five (5) days off with pay each year to attend Police Association of Ontario meetings.

ARTICLE 14 - WELFARE BENEFITS

Article 14 does not apply to Temporary members.

For part-time members Article 14 shall apply as follows:

- (i) Part-time members who regularly work less than 15 hours per week shall be required to pay 100% of the premium cost.
- (ii) Part-time members who regularly work 15 or more, but less than 25 hours per week, shall be required to pay 50% of the premium cost.
- (iii) For Part-time members who regularly work 25 or more hours per week, the Board shall pay 100% of the premium cost.

The Board shall notify the member within 30 days if the average weekly hours worked, as calculated in Clause 2.02 of Article 2, warrant a change in the premium cost to the member. The member shall have the opportunity to re-elect their benefit option, and the change would then apply for six months following the election.

Those members eligible for benefits under Article 14 shall sign the prescribed forms declaring their request or denial for benefits. Members may opt into the plans on January 1st or July 1st of any year. For a Member to opt out of the plan, proof of alternative coverage acceptable to the Board is required at the time of request and is not limited to any particular dates.

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

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

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

Any rebate from these plans shall accrue to the Board.

The Board shall pay one hundred percent (100%) of the premium cost of a basic dental plan providing major restorative services at eighty percent (80%) co-insurance with a \$5,000.00 annual maximum per person, and orthodontic services at fifty percent (50%) co-insurance with a \$2,000.00 lifetime maximum per person, consistent with the rules and regulations of the plans, based on the 1992 Ontario Dental Association (O.D.A.) Schedule of Fees.

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).

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

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

whichever occurs first:

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

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

- (i) \$12,000.00 Group Term Life Insurance
- (ii) Health Benefits (~~semi-private~~ and health care);
- (iii) Dental Benefits covered under this Agreement.

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

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

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

14.03 Effective September 20, 1991, in the event of death of a member, the benefits provided under Clause 14.01 of Article 14 shall be maintained and paid for in whole by the Board for the spouse and eligible dependents for a period of twelve (12) months.

ARTICLE 15 - PROMOTIONS AND CLASSIFICATIONS AND ACTING RANK

Article 15 does not apply to part-time or temporary members.

15.01 Whenever a vacancy occurs in any classification at or above Grade II, the Board shall cause notice of such vacancy to be posted for the information of members for five (5) working days. Effective September 20, 1991, vacancies of less than three (3) months duration shall not be subject to posting.

15.02 All qualified members who apply to such posting shall be given fair and reasonable consideration prior to the hiring of outside persons. Effective September 20, 1991, where more than one member applies to a posting, the Board is not required to consider the application of a member who has less than six (6) months service in their present classification.

- 15.03** Should a member apply for and be accepted to a temporary position not in excess of six (6) months other than one in a labour grade and classification presently worked, he shall be entitled to be returned to the same labour grade and classification that was previously held. No member shall be required to fill a temporary position in excess of six (6) months, nor shall there be any extension beyond six (6) months without the agreement in writing of the parties in advance.
- 15.04** The Board shall forward to the Secretary of the Association, notice of all appointments, reclassification, adjustments and promotions affecting all members.
- 15.05** In the event that a member is appointed as a replacement to perform all of the normal duties of a higher classification, the Board will pay the rate of the higher classification next highest in dollar value to the member's regular rate.
- 15.06** Should the Board convert a part-time complement position to a full-time complement position, a member occupying the part-time position shall receive advance notice of the conversion, of not less than sixty (60) days.

ARTICLE 16 - PAYROLL DEDUCTIONS

- 16.01** The Board agrees that it, through the Regional Municipality of Peel, will provide payroll deductions for the members for the payment of all benefits, Credit Union deductions, and the deduction of dues on behalf of the Association.

ARTICLE 17 - TERMINOLOGY

- 17.01** When the singular or masculine is used in this Agreement, it shall be considered as if the plural or the feminine has been used wherever the context so requires.

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

ARTICLE 18 - PENSIONS

Article **18** does not apply to Temporary members.

For part-time members this article shall be applicable in accordance with the OMERS Act and its Regulations.

- 18.01** All members shall participate in the final average earnings basic pension plan under the Ontario Municipal Employees Retirement System (**OMERS**). The Board and each member shall contribute the amount required under the **OMERS** legislation and regulations.
- 18.02** The parties agree that no member shall retire later than age sixty-five (**65**).
- 18.03** The **O.M.E.R.S.** Basic and Type 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 Force may establish credited service in the existing pension provisions for all or part of **his/her** active military service in his or her Majesty's military, naval or air forces in World War II or the Korean War, in accordance with the provisions of the Ontario Municipal Employees Retirement System Act and Regulations; and application for such credited military service will be in accordance with the provisions of the Ontario Municipal Employees Retirement System 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.

ARTICLE 19 - TOOL ALLOWANCE, FOOTWEAR AND CERTIFICATES

- 19.01** For the purpose of tool replacement caused by normal use, Mechanics Class "A" shall receive up to **\$280.00** per annum, on the authorization of the appropriate supervisor and based on valid receipts. Clause **19.01** does not apply to Temporary members.
- 19.02** The Board agrees to provide safety boots to Mechanics and Servicepersons in the Garage and Maintenance and Quartermaster Stores members. The make and kind to be of high quality and at the discretion of the Board.

- 19.03** The Board shall provide cleaning vouchers to each Prisoner Escort Officer, Courier, Court Liaison Officer, and, effective July 1, 1994, Process Server and Records Supervisor, in accordance with the provisions for Uniform members under the Uniform Collective Agreement.
- 19.04** When a member is required to have a Mechanics "A" or Propane handling licence certificate as issued by the Province of Ontario, the cost of the certificate will be paid by the Board.

ARTICLE 20 - INJURED ON DUTY

Article **20** does not apply to Temporary members.

- 20.01** When a member of the Force is absent by reason of an illness or injury occasioned by, or as a result of his duties with in the meaning of the Workers' Compensation Act, he will be entitled to his full pay and benefits while he is thereby incapacitated, and there shall be no loss of accumulated sick credits. "Full Pay" shall be interpreted so as to preclude the possibility of members receiving a greater net pay while on compensation than while working.
- 20.02** A member covered by the previous article, and involving a third party, shall notify the Director, Human Resources in writing of his decision to take the benefit package of the Workers' Compensation Board or not within sixty (60) days of the accident. No benefits will be paid to the member beyond the sixty (60) days unless such notice is received. If a member decides to take action against a third party, such action shall include the recovery of his full salary paid to him during a period of incapacity. This recovery shall be payable to the Board when received.

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- 21.01** Should a member be required by the Board to attend lectures or training courses, he shall be entitled to travelling costs, from the place of training to Police Headquarters and return. Such payment to be equated to the lesser of economy class air fare, or the current rate paid by the Regional Municipality of Peel per kilometre between the two points concerned and conditional upon such member reporting to a Superior Officer at Police Headquarters. In addition, a per diem allowance of Five Dollars (\$5.00) will be provided. Such payment to be made in advance.
- 21.02** The Board agrees to pay all tuition fees, cost of textbooks, and materials for job related courses on successful completion of the course. Clause **21.02** shall not apply to part-time or temporary members.

ARTICLE 22 - PERSONNEL FILE

- 22.01** A member is entitled to view his 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.

ARTICLE 23 - DURATION

- 23.01** The terms and conditions of this Agreement shall remain in effect and full force from January 1, 1993 to December 31, 1995-inclusive and thereafter, during the term of this Agreement, until replaced by a new Agreement, decision or award, or amended in accordance with the Letter of ***Understanding*** dealing with reopening negotiations on Page 60.

- 23.02** Either party may give notice to the other party in writing not more than ninety (90) days previous to the expiry date of this Agreement of their desire to bargain for the purpose of making a new Agreement or amendments to the existing Agreement. Within fifteen (15) days of the service of such notice, and in any case no less than thirty (30) days prior to the expiry date of this Collective Agreement, each party shall provide to the other party, a list of the changes it requires to the Agreement.

ARTICLE 24 - HEPATITIS 'B' IMMUNIZATION PROGRAM

- 24.01** The Board will arrange that members who, because of their regular duties may be at risk to the 'Hepatitis B' virus, will, at their option, be inoculated. Any member declining the inoculation will be required to sign a waiver of any Board liability if the member thereafter contracts the disease.

ARTICLE 25 - TRAINING ALLOWANCE - COMMUNICATORS

- 25.01** A Communicator assigned to train a Communicator Trainee and required to complete a performance evaluation and to recommend **retention/termination** of such Trainee shall, while so assigned, receive an additional allowance of **2%** of her regular hourly rate.

ARTICLE 26 - LEGAL INDEMNIFICATION

- 26.01** 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 member of the service shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges.
- 26.02** Notwithstanding Clause **26.01**, the Board may refuse payment otherwise authorized under Clause **26.01** where the actions of the member from which the charges arose amounted to a dereliction of duty or abuse of his/her powers as a member of the service.
- 26.03** 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 member of the service, 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.
- 26.04** 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.
- 26.05** a) Where during an inquest under the Coroners Act a member's conduct is called into question because of acts done in the attempted performance of his duties as a member of the Service, 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.
- b) This section applies only to inquests concerning acts done in the performance in good faith of the member's duties as a member of the Service.

- 26.06** 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 Act;
 - b) the actions or omissions of members acting in their capacity as private citizens;
 - c) proceedings and discipline charges under the Police Act and regulations;
- 26.07** 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.
- 26.08** 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.
- 26.09** This Article becomes effective sixty (**60**) days following the ratification of the **1992** Agreement (Ratified November **27, 1992**) in respect of incidents arising after the Effective Date.

ARTICLE 27 - LAYOFF

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:

- 27.01** The Board will first lay off summer students and temporary members prior to the lay-off of part-time or full-time staff. Subject to the Board having qualified personnel on staff to perform the required work, lay-off of probationary, part-time and full-time members shall be based on seniority. Non-probationary full-time and part-time members shall receive sixty calendar days' notice prior to the effective date of lay-off or payment in lieu thereof. Probationary members, temporary members and summer students shall receive thirty days' notice prior to the effective date of lay-off or payment in lieu thereof.
- 27.02** In selecting members for lay-off, the positions to be eliminated will be identified and a member in one of those positions will be given the opportunity to exercise **his/her** seniority provided the member has, or attains within the notice period, the qualifications to perform the duties of the new position.

27.03 Members shall be recalled in reverse order of lay-off except where the senior laid off member does not have the qualifications to perform the available work.

No new employees shall be hired while any member with recall rights has not been provided with recall opportunity, unless the available members do not have the qualifications to perform the available work.

27.04(a) A member 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 Service. It shall be the responsibility of each member on lay-off to keep the Service advised of his/her current address. Within ten calendar days after a member receives notice he/she must advise the Service 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.

27.04(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 Jay-off, provided the member has not been found guilty of an act of misconduct resulting in the member's dismissal from the Service.

27.04(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.

27.05 For the purposes of the above lay-off and recall provision,

- (I) "Seniority" means continuous service in the Service as a member covered by this agreement. Part-time service shall be based on the full time equivalent of the part-time hours worked.
- (II) 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 civilian member with the Peel Regional Police Service,
 - (ii) Length of prior service as a Police Officer and/or cadet with the Peel Regional Police Service,
 - (iii) in the absence of the above, by random draw in the presence of the members concerned.

- 27.06 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 Article 14.01, to be maintained and paid for in whole by the Board.
- 27.07 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 27.04(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 (27.04(b)) or because of failure to respond to recall or to return to work as provided in Clause 27.04(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.
- 27.08 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.

SIGNED AT Brampton THIS 12th DAY OF June, 1995.

REGIONAL MUNICIPALITY OF
PEEL POLICE SERVICES BOARD

[Signature]
CHAIR

[Signature]
VICE-CHAIR

[Signature]
MEMBER

[Signature]
MEMBER

[Signature]
MEMBER

MEMBER

MEMBER

THE PEEL REGIONAL POLICE
ASSOCIATION

[Signature]
PRESIDENT

[Signature]
ADMINISTRATOR

[Signature]
MEMBER

[Signature]
MEMBER

[Signature]
MEMBER

[Signature]
MEMBER

MEMBER

SCHEDULE 'A'

PAY EQUITY PLAN

- CIVILIAN MEMBERS -

- a)** The parties agree to the Pay Equity Plan attached as Schedule 'A'.

The parties Joint Job Evaluation Committee shall also review Pay Equity on an on-going basis and endeavour to provide recommendations to both parties to assist them in **1991** negotiations.

- b)** While both parties are of the view that the proper employer party to the Pay Equity is the Board, it is understood that claims are now being made to the Pay Equity Commission that the proper employer party is the Regional Municipality of Peel. To the extent that it may be necessary in order to validate the Plan to comply with legal requirements, it is agreed that the Municipality may be permitted to adopt or endorse the Plan as the employer party provided that no alteration is made to the pay adjustments to members or any other material aspect of the attached Plan.

PEEL REGIONAL BOARD OF COMMISSIONERS OF POLICE
 PEEL REGIONAL **POLICE** ASSOCIATION (CIVILIAN MEMBERS)
PAY EQUITY PLAN

1. **INTRODUCTION**

This plan is being posted in accordance With the provisions of Ontario's Pay Equity Act. The plan covers all civilian members represented by the Peel Regional Police Association. Positions represented by the same or other bargaining agents and **non** Association positions are covered by separate pay equity plans.

2. **B CLASSES**

Under the terms of the Pay Equity Act, the Peel Regional Board of Commissioners of Police and the Peel Regional Police Association are required to identify and compare, using a gender-neutral job evaluation system, those jobs predominantly held by women with those jobs predominantly held by men. Based **on** the job evaluation results, the Board and the bargaining agent must ensure that the female dominant jobs are paid equally with jobs predominantly held by men, when the jobs are of equal or comparable value, taking into account the **skill**, effort, responsibility and working conditions involved.

The Peel Regional Board of Commissioners of Police and the Peel Regional Police Association have determined the following job classes to be female job classes:

Alarm Coordinator
 Auditor - Trainer
 Automation/Systems Analyst
 Chief Switchboard Operator
 Clerk II
 Clerk II Accident Records
 Clerk Typist II
 Communicator
 Court Clerk
Court Liaison Officer
Court Records Clerk
 Darkroom Technician
 Data Entry Clerk
 Disclosure Clerk II
 Financial Analyst III
 Financial Officer

Firearms Clerk
 Headquarters Receptionist
 Identification Technician
 Insurance Clerk
 Library Technician
~~Mail~~ Clerk
 Microfilm Clerk
 Public Relations Officer
 Records Supervisor
 Records Systems Operator
 Records Systems Operator (CPIC)
 Records Systems Operator (Warrants)
 Research Analyst
 Secretary I
 Secretary II
 Security Console Operator
 Special Projects Assistant
 Statistician
 Stenographer I
 Stenographer II
 Summon & Warrants Clerk
 Switchboard Operator
 Timekeeper I
 Timekeeper II
 Training Coordinator
 Warrants Clerk II
 Word Processing Operator
 Young Offender Coordinator

The Peel Regional Board of Commissioners of Police and the Peel Regional Police Association have determined the following job classes to be male job classes:

Audio/Visual Technician I
 Audio/Visual Technician II
 Building Maintenance Mechanic I
 Building Maintenance Mechanic II
 Building Manager I
 Cleaner
 Communications Technician
 Computer Operations Supervisor
 Courier
~~Court~~ Security Officer
~~Court~~ Security Supervisor
 Driver Trainer

Finance Services Supervisor
 Garage Service Coordinator
 Housekeeping Supervisor
 Maintenance Supervisor
 Maintenance Worker
 Mechanic "A"
 Programmer Analyst II
 Programmer Analyst III
 9-1-1 Project Manager
 Quartermaster
 Serviceperson
 Stores Clerk

3. METHOD OF JOB EVALUATION

The Peel Regional Board of Commissioners of Police and the Peel Regional Police Association used a quantitative point-factor method of job evaluation to implement pay equity. The factors included in this plan incorporate the four generic factors required by the Pay Equity Act: skill, effort, responsibility and working conditions. Each of these generic factors was represented by one or more specific factors, as follows:

SKILL

Reading Skills
 writing Skills
 Numeric Skills
 Oral Communication Skills
 Education
 Experience
 Dexterity Skills
 Planning Skills
 Coordination Skills
 Analytical Reasoning Skills
 Financial Skills
 Equipment Operation

WORKING CONDITIONS

Working Conditions

RESPONSIBILITY

Innovation
 Problem Solving/Complexity
 Financial Responsibility
 Supervision of Others
 Supervision Received
 Safety of Others
 Internal Contacts
 Outside Contacts
 Impact of Errors

EFFORT

Mental/Visual Effort
 Physical Effort
 Exposure to Stress

Questionnaires for each job class affected by pay equity were completed by incumbents and in most cases by supervisors as well. The responses were reviewed by members of a Joint Job Evaluation Committee representing the Peel Regional Board of Commissioners of Police and the Peel Regional Police Association. This resulted in a total number of points for each job class evaluated. The points were grouped into ranges for salary grade purposes, so that jobs with similar points were allocated to the same salary grade.

Based on the evaluation results, the Peel Regional Board of Commissioners of Police and the Peel Regional Police Association identified the male predominant job classes that are of equal or comparable value, in terms of job evaluation results to female predominant job classes.

4. **COMPARISON RESULTS**

Appendix A displays the female predominant job classes grouped into levels according to job evaluation results. The chart **also** shows the male predominant job classes that have been evaluated **as** being of equal or comparable value (called "male comparators") and which have been used **to** determine the pay equity gaps. The difference in compensation for each female predominant job where a pay equity gap was identified, was **calculated** using the 1989 job rates.

5. **PAY EQUITY ADJUSTMENTS**

All adjustments required to achieve pay equity shall be made effective January 1, 1990 and are described in Appendix A of **this** plan.

6. **FOR FURTHER INFORMATION, QUESTIONS, OR COMMENTS**

If you have any comments or would like to have further information on where your particular job is reflected under the plan, please contact: the Manager, Personnel Services or the Peel Regional Police Association.

7. **APPROVAL OF PLAN**

The Peel Regional Board of Commissioners of Police and the Peel Regional Police Association agree to this Pay Equity Plan and the gender neutral comparison system described herein.

Peel Regional Board of Commissioners of Police

Title

Peel Regional Police Association

Title

Date of Signing

Pay Equity Plan Posting Date

January 1, 1990

Effective Date of Pay Equity Plan

APPENDIX A
COMPARISON RESULTS

GRADE	CLASS JOB #	FEMALE JOB CLASS	COMPARATOR MALE JOB CLASS	PEGAP JOB RATE
1	1049	Microfilm Clerk	Cleaner	
2	1042	Mail Clerk	Maintenance	\$0
2	1081	Young Offender Coordinator	Maintenance	\$0
2	1012	Clerk II Accident Records	Maintenance	\$0
2	1078	Warrants Clerk II	Maintenance	\$0
2	1011	Clerk II	Maintenance	\$0
2	1037	Headquarters Receptionist	Maintenance	\$0
3	1018	Court Clerk	Stores Clerk	\$0
3	1020	Court Records Clerk	Stores Clerk	\$0
3	1040	Insurance Clerk	Stores Clerk	\$0
3	1080	Word Processing Operator	Stores Clerk	\$0
3	1013	Clerk Typist II	Stores Clerk	\$0
3	1067	Stenographer II	Stores Clerk	\$0
3	1056	Records Systems Operator	Stores Clerk	\$0
3	1070	Switchboard Operator	Stores Clerk	\$0
3	1024	Data Entry Clerk	Stores Clerk	\$0
3	1026	Disclosure Clerk II	Stores Clerk	\$0
3	1066	Stenographer I	Stores Clerk	\$0
3	1077	Summons & Warrants Clerk	Stores Clerk	\$0
3	1035	Firearms Clerk	Stores Clerk	\$0
4	1060	Secretary II	Serviceperson	\$0
4	1062	Security Console Operator	Serviceperson	\$351
4	1057	Records Systems Operator-CPIC	Serviceperson	\$351
4	1059	Secretary I	Serviceperson	\$0
4	1079	Records Systems Operator- Warrants	Serviceperson	\$351
4	1053	Public Relations Officer	Serviceperson	\$0
4	1039	Identification Technician	Serviceperson	\$690
5	1065	Statistician	Court Security Officer	\$2855
5	1003	Alarm Coordinator	Court Security Officer	\$0

5	1041	Library Technician	Court Security Officer	\$3108
6	1023	Darkroom Technician	Audio/Visual Technician II	\$1664
6	1073	Auditor-Trainer	Audio/Visual Technician II	\$0
<hr/>				
7	1074	Training Coordinator	Maintenance Supervisor	\$0
7	1072	Timekeeper II	Maintenance Supervisor	\$1935
7	1064	Special Projects Assistant	Maintenance Supervisor	- \$0
<hr/>				
8	1019	Court Liaison Officer	Building Maintenance Mechanic I	\$0
8	1034	Financial Officer	Building Maintenance Mechanic I	\$0
8	1055	Records Supervisor	Building Maintenance Mechanic I	\$1106
<hr/>				
9	1009	Chief Switchboard Operator	Audio/Visual Technician I	\$2981
9	1005	Automation/Systems Analyst	Audio/Visual Technician I	\$0
9	1058	Research Analyst	Audio/Visual Technician I	\$0
<hr/>				
10	1014	Communicator	Garage Service Coordinator	\$3612
10	1071	Timekeeper I	Garage Service Coordinator	\$8170
10	1033	Financial Analyst III	Garage Service Coordinator	\$0

CIVILIAN WAGE SCHEDULE – Effective January 1, 1993

	MINIMUM		LEVEL 2		LEVEL 3		LEVEL 4		LEVEL 5		LEVEL 6	
	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
GRADE 0 0-100 pts												
Cleaner **	11.7835	\$24,510	12.3205	\$25,627	12.8711	\$26,772						
Newspaper Archivist	11.7835	\$21,446	12.3205	\$22,423	12.8711	\$23,425						
GRADE 1 101-150 pts												
	12.7133	\$23,138	13.2815	\$24,172	13.8417	\$25,192						
GRADE 2 151-200 pts												
Maintenance **	13.0598	\$27,164	13.6705	\$28,435	14.2792	\$29,701	14.8910	\$30,973				
Clerk II – Mail	13.0598	\$23,769	13.6705	\$24,880	14.2792	\$25,988	14.8910	\$27,102				
Microfilm Clerk	13.0598	\$23,769	13.6705	\$24,880	14.2792	\$25,988	14.8910	\$27,102				
Clerk II Accident Recs	13.0598	\$23,769	13.6705	\$24,880	14.2792	\$25,988	14.8910	\$27,102				
Clerk II Warrants	13.0598	\$23,769	13.6705	\$24,880	14.2792	\$25,988	14.8910	\$27,102				
Clerk II	13.0598	\$23,769	13.6705	\$24,880	14.2792	\$25,988	14.8910	\$27,102				
Headquarters Receipt	13.0598	\$23,769	13.6705	\$24,880	14.2792	\$25,988	14.8910	\$27,102				
Courier	13.0598	\$23,769	13.6705	\$24,880	14.2792	\$25,988	14.8910	\$27,102				
Clerk/Courier	13.0598	\$23,769	13.6705	\$24,880	14.2792	\$25,988	14.8910	\$27,102				
GRADE 3 201-250 pts												
Insurance Clerk	13.3883	\$24,367	14.0144	\$25,506	14.6340	\$26,634	15.2700	\$27,791				
Court Clerk	13.3883	\$24,367	14.0144	\$25,506	14.6340	\$26,634	15.2700	\$27,791				
Court Records Clerk	13.3883	\$24,367	14.0144	\$25,506	14.6340	\$26,634	15.2700	\$27,791				
Stenographer II	13.3883	\$24,367	14.0144	\$25,506	14.6340	\$26,634	15.2700	\$27,791				
Clerk Typist II	13.3883	\$24,367	14.0144	\$25,506	14.6340	\$26,634	15.2700	\$27,791				
Stores Clerk	13.3883	\$24,367	14.0144	\$25,506	14.6340	\$26,634	15.2700	\$27,791				
Switchboard Operator	13.3883	\$24,367	14.0144	\$25,506	14.6340	\$26,634	15.2700	\$27,791				
Disclosure Clerk	13.3883	\$24,367	14.0144	\$25,506	14.6340	\$26,634	15.2700	\$27,791				
Firearms Clerk	13.3883	\$24,367	14.0144	\$25,506	14.6340	\$26,634	15.2700	\$27,791				
Data Entry Clerk	13.6946	\$24,924	14.3426	\$26,104	15.0165	\$27,330	15.7100	\$28,592				
Stenographer I / Clerk I	14.0369	\$25,547	14.6965	\$26,748	15.3484	\$27,934	16.0086	\$29,136				
Summons/Warrants Clk	14.0369	\$25,547	14.6965	\$26,748	15.3484	\$27,934	16.0086	\$29,136				
RSO	13.3803	\$24,352	14.0369	\$25,547	14.6965	\$26,748	15.3484	\$27,934	16.0086	\$29,136		
Process Server	14.0369	\$25,547	14.6965	\$26,748	15.3484	\$27,934	16.0086	\$29,136				
Alarm Clerk	13.3883	\$24,367	14.0144	\$25,506	14.6341	\$26,634	15.2700	\$27,791				
Parts Control Clerk **	13.1348	\$27,695	13.9440	\$29,003	14.6694	\$30,304	15.2013	\$31,619				
Young Offender Clerk	13.3883	\$24,367	14.0144	\$25,506	14.6340	\$26,634	15.2700	\$27,791				
Corrections Records Clerk	13.3883	\$24,367	14.0144	\$25,506	14.6340	\$26,634	15.2700	\$27,791				
GRADE 4 251-300 pts												
Serviceperson **	13.8976	\$28,907	14.5634	\$30,292	15.0783	\$31,363	16.6438	\$34,619				
Security Console Opr	14.6223	\$26,613	15.2992	\$27,845	15.9667	\$29,059	16.6436	\$30,291				
Ident Tech **	14.6290	\$30,428	15.3011	\$31,826	15.9688	\$33,215	16.6438	\$34,619				
RSO – Warrants	13.9497	\$25,388	14.6223	\$26,613	15.2992	\$27,845	15.9667	\$29,059	16.6485	\$30,300		
RSO – CPIC	14.0865	\$25,641	14.7676	\$26,877	15.4510	\$28,121	16.1257	\$29,349	16.8105	\$30,595		
Secretary II	14.7285	\$26,806	15.4226	\$28,069	16.1093	\$29,319	16.8105	\$30,595				
Housekeeping Supv **	15.9767	\$33,232	16.8105	\$34,966								
Secretary I	15.2169	\$27,695	15.9360	\$29,003	16.6507	\$30,304	17.3729	\$31,619				
Report Taker	14.6223	\$26,613	15.2992	\$27,845	15.9667	\$29,059	16.6436	\$30,291				
GRADE 5 301-350 pts												
Prisoner Esc Ofcr **	14.5524	\$30,269	15.2907	\$31,805	16.7981	\$34,940	18.3050	\$38,074				
Statistician	16.2828	\$29,635	16.9597	\$30,867	17.6274	\$32,082	18.3047	\$33,315				
Library Tech P/T	16.2896	\$29,647	16.9616	\$30,870	17.6298	\$32,086	18.3049	\$33,315				
Bldg Mctce Mech II **	15.9805	\$33,239	16.8944	\$34,724	17.4371	\$36,269	18.3046	\$38,073				
F O I. Assistant	16.2828	\$29,635	16.9597	\$30,867	17.6273	\$32,082	18.3048	\$33,315				
Mugshot Ret Sys Op **	14.5524	\$30,269	15.2907	\$31,805	16.7981	\$34,940	18.3050	\$38,074				
GRADE 6 351-400 pts												
Darkroom Tech **	14.3695	\$29,889	15.1941	\$31,604	15.8662	\$33,002	16.5339	\$34,391	17.2090	\$35,795		
A-V Production Asst **	14.3698	\$29,889	15.2929	\$31,809	15.9297	\$33,134	16.5877	\$34,461	17.2094	\$35,796		
Wordpro/Graphics Opr	14.8713	\$27,066	15.5997	\$28,391	16.3368	\$29,733	17.0696	\$31,067	17.8099	\$32,414		
Auditor-Trainer	14.8713	\$27,066	15.5997	\$28,391	16.3368	\$29,733	17.0696	\$31,067	17.8099	\$32,414		
Community Svcs Ofcr	15.0403	\$27,373	15.9202	\$28,975	16.1828	\$29,453	16.9665	\$30,879	18.0123	\$32,782		
Mechanic A **	15.9416	\$33,159	16.7053	\$34,747	17.4689	\$36,335	18.2326	\$37,924	19.0917	\$39,711		
Fraud Bureau Intake	17.2644	\$31,421	18.1731	\$33,075	19.0818	\$34,729	19.9904	\$36,383	20.8990	\$38,036		
Systems Tech (Office Sys)	14.8713	\$27,066	15.5997	\$28,391	16.3368	\$29,733	17.0696	\$31,067	17.8099	\$32,414		

CIVILIAN WAGE SCHEDULE - Effective January 1, 1993

	MINIMUM		LEVEL 2		LEVEL 3		LEVEL 4		LEVEL 5		LEVEL 6	
	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
GRADE 7 401-450 pts												
Maintenance Supvr **	16.3769	\$34,064	17.1488	\$35,669								
Timekeeper II	14.3185	\$28,080	15.1148	\$27,509	15.7693	\$28,700	16.4499	\$29,939	17.1479	\$31,209		
Computer Operator	15.4935	\$28,198	16.2686	\$29,609	17.0808	\$31,087	17.9360	\$32,643	18.8321	\$34,274		
Comm Tech I **	17.7838	\$36,990	18.7420	\$38,983	19.9515	\$41,499	21.1607	\$44,014	22.3698	\$46,529		
Training Coordinator	20.1856	\$38,738	21.1526	\$38,498	22.1195	\$40,258	23.0865	\$42,017	24.1744	\$43,997		
special Projects Asst	20.5508	\$37,403	21.2596	\$38,692	22.3214	\$40,625	23.4378	\$42,657	24.6118	\$44,793		
A.F.I.S. Operator **	18.7419	\$38,983	19.9515	\$41,499	21.1606	\$44,014	22.3696	\$46,529				
GRADE 8 451-500 pts												
Records Supvr	18.0018	\$32,763	18.8135	\$34,240	19.6151	\$35,699	20.4274	\$37,178				
Bldg Mtce Mech I **	17.0573	\$35,479	17.7631	\$36,947	18.6527	\$38,798	19.5347	\$40,632	20.4279	\$42,490		
Court Liaison Officer	18.0283	\$32,811	18.9121	\$34,420	19.8056	\$36,046	20.7124	\$37,697	21.6423	\$39,389		
Financial Officer	17.6509	\$32,125	18.5516	\$33,784	19.4810	\$35,455	20.6658	\$37,612	21.3522	\$38,881	22.2819	\$40,553
Jr. Programmer/Analyst	19.3464	\$35,211	20.4519	\$37,222	21.5576	\$39,235	22.6630	\$41,247	23.7686	\$43,259	24.8741	\$45,271
Alarm Coordinator	18.9032	\$34,404	19.7673	\$35,977	20.6315	\$37,549	21.6036	\$39,319				
GRADE 9 501-550 pts												
Chief Switchboard Op	16.5223	\$30,071	17.7651	\$32,333	18.4421	\$33,565	19.1097	\$34,780	19.7872	\$36,013		
Video Producer **	16.5218	\$34,365	17.5855	\$36,578	18.3141	\$38,093	19.0477	\$39,619	19.7866	\$41,156		
Prisoner Eac Supv **	19.2295	\$39,997	20.1356	\$41,882								
Automation Analyst	18.4189	\$33,522	19.6046	\$35,680	20.4168	\$37,159	21.2346	\$38,647	22.0585	\$40,146		
Resh/Crm/Trfc Anlyst	20.5508	\$37,403	21.2596	\$38,692	22.3214	\$40,625	23.4378	\$42,657	24.6118	\$44,793		
Int. Programmer/Analyst	22.3965	\$40,762	23.5850	\$42,925	24.7681	\$45,078	25.9566	\$47,241	27.1403	\$49,395	28.3248	\$51,551
Service Supv - Telecom **	20.4245	\$42,483	21.2596	\$44,220	22.3216	\$46,429	23.4380	\$48,751	24.6120	\$51,193		
GRADE 10 551-600 pts												
Garage Svce Coord **	21.5159	\$44,753	22.5298	\$46,862								
Communicator	18.6800	\$33,998	19.4201	\$35,345	20.1976	\$36,760	20.9566	\$38,141	21.7328	\$39,554	22.5296	\$41,004
Quartermaster	18.1047	\$32,951	19.0157	\$34,608	19.8032	\$36,042	20.7943	\$37,846	21.7773	\$39,635	22.7732	\$41,447
Timekeeping Supvr	19.9135	\$36,242	20.6022	\$37,496	21.2849	\$38,738	21.9767	\$39,998	22.6909	\$41,297	23.4275	\$42,638
Financial Analyst III	22.3965	\$40,762	23.5850	\$42,925	24.7681	\$45,078	25.9566	\$47,241	27.1403	\$49,395	28.3248	\$51,551
Sr Programmer/Analyst	26.2032	\$47,690	27.5910	\$50,216	28.9782	\$52,740	30.3654	\$55,265	31.7525	\$57,790	33.1398	\$60,314
Supv. Comp & Benefits	19.9135	\$36,242	20.6022	\$37,496	21.2849	\$38,738	21.9767	\$39,998	22.6909	\$41,297	23.4275	\$42,638
Supv. Employment	19.9135	\$36,242	20.6022	\$37,496	21.2849	\$38,738	21.9767	\$39,998	22.6909	\$41,297	23.4275	\$42,638
Network Co-ordinator	26.2033	\$47,690	27.5912	\$50,216	28.9780	\$52,740	30.3654	\$55,265				
Building Mgr II **	20.7180	\$43,093	21.7538	\$45,248	22.8393	\$47,506	23.9778	\$49,874	25.1782	\$52,367		
GRADE 11 601-650 pts												
Finance Svcs Supv	24.4665	\$44,529	25.7034	\$46,780	27.0403	\$49,213	28.4834	\$51,840	29.6221	\$53,912	30.5968	\$55,686
Computer Ops Supv	22.3965	\$40,762	23.5850	\$42,925	24.7681	\$45,078	25.9566	\$47,241	27.1403	\$49,395	28.3246	\$51,551
GRADE 12 651-700 pts												
Driver Trainer **	18.6920	\$38,879	19.7997	\$41,183	20.3745	\$42,379	23.1225	\$48,095	25.5728	\$53,191	27.6919	\$57,599
Bldg Manager I **	22.9278	\$47,690	24.1421	\$50,216	25.3559	\$52,740	26.5707	\$55,267	27.7835	\$57,790	28.9973	\$60,314
fleet Manager	22.9278	\$47,690	24.1421	\$50,216	25.3559	\$52,740	26.5707	\$55,267	27.7835	\$57,790	28.9973	\$60,314
Operations Analyst Coord	24.4665	\$44,529	25.7033	\$46,780	27.0401	\$49,213	28.4835	\$51,840	29.6220	\$53,912	30.5967	\$55,686
Asst Records Mgr	18.6918	\$34,019	20.4918	\$37,295	22.2918	\$40,571	24.0918	\$43,847	25.8918	\$47,123	27.6918	\$50,399
GRADE 13 701-750 pts												
Systems Project Leader	29.9857	\$54,574	31.4031	\$57,154	32.8203	\$59,733	34.2379	\$62,313	35.6555	\$64,893	37.0731	\$67,473
OTHER POSITIONS:												
Asst Driver Trainer **	16.2995	\$33,903	18.4976	\$38,475	20.4583	\$42,553	22.1534	\$46,079				
Comm Tech II **	14.9934	\$31,186	16.9613	\$33,200	18.9287	\$35,212	17.8954	\$37,223				
Communications Supv	24.7826	\$45,104										
Financial Analyst II	26.2031	\$47,690	27.5909	\$50,216	28.9782	\$52,740	30.3654	\$55,265	31.7526	\$57,790	33.1398	\$60,314
Clerk III	12.1530	\$22,118	12.7133	\$23,138	13.2815	\$24,172	13.8418	\$25,192				
Civilian Monitor	13.6946	\$24,924	14.3426	\$26,104	15.0165	\$27,330	15.7100	\$28,592				
Asst Fleet Manager **	23.9533	\$49,823	24.5280	\$51,018	25.1031	\$52,214	26.2522	\$54,605				
Cleaner (Student) **	8.8400	\$18,387	(Negotiated on a 'Without Prejudice' basis)									
Computer Op (Student)	11.0000	\$20,020	(Negotiated on a 'Without Prejudice' basis)									

** 2080 hrs per year

LEVELS WITHIN GRADES

GRADE	MIN	03MO	06MO	12MO	18MO	24MO	30MO	36MO	42MO	48MO	NOTES
0	MIN		LVL2	LVL3							ALL
1	MIN		LVL2	LVL3							ALL
2	MIN		LVL2	LVL3		LVL4					ALL
3	MIN MIN		LVL2 LVL2	LVL3 LVL3		LVL4 LVL4		LVL5			ALL EXCEPT RSO
4	MIN MIN MIN MIN		LVL2 LVL2 LVL2 LVL2	LVL3 LVL3 LVL3 LVL2		LVL4 LVL4 LVL4		LVL5 LVL5			ALL EXCEPT RSO-CPIC RSO-WARRANTS HOUSEKEEPING SPVSR
5	MIN		LVL2	LVL3		LVL4					ALL
6	MIN		LVL2	LVL3		LVL4		LVL5			ALL
7	MIN MIN MIN		LVL2 LVL2 LVL2	LVL3 LVL2 LVL3		LVL4 LVL4		LVL5			ALL EXCEPT MAINTENANCE SPVSR AFIS OPERATOR
8	MIN MIN MIN MIN MIN		LVL2 LVL2 LVL2 LVL2 LVL2	LVL3 LVL3 LVL3 LVL3 LVL3		LVL4 LVL4 LVL4 LVL4		LVL5 LVL5 LVL5		LVL6 LVL6	ALL EXCEPT FINANCIAL OFFICER JR PROG. ANALYST RECORDS SUPERVISOR ALARM CO-ORDINATOR
9	MIN MIN MIN		LVL2 LVL2 LVL2	LVL3 LVL2 LVL3		LVL4 LVL4		LVL5 LVL5		LVL6	ALL EXCEPT PRISONER ESORT SPVSR INT-PROGRAMMR/ANALYST
10	MIN MIN MIN MIN MIN MIN	LVL2	LVL2 LVL3 LVL2 LVL2 LVL2	LVL3 LVL4 LVL2 LVL3 LVL3	LVL5	LVL4 LVL6 LVL4 LVL4 LVL4		LVL5 LVL5		LVL6	ALL EXCEPT COMMUNICATOR GARAGE SERVICE COORD NETWORK COORDINATOR BUILDING MANAGER II NETWORK CO-ORDINATOR
11	MIN		LVL2	LVL3		LVL4		LVL5		LVL6	ALL
12	MIN		LVL2	LVL3		LVL4		LVL5		LVL6	ALL
13	MIN		LVL2	LVL3		LVL4		LVL5		LVL6	ALL

NOTES

Classification names are used for the purpose of describing the general nature of the members' duties. The Board has the right to assign other duties than those specifically mentioned in the classification name due to the nature and size of the operation.

The Board has discretion to hire new **members** at any point on the scale for that classification, or in special cases, to advance members faster than the scale requires or withhold scheduled increases by reason of unsatisfactory performance.

In the event that an increase is withheld, the member or Association shall have the right to grieve against Management's decision to its fullest extent.

All annual salary rates are rounded except for hourly rated members whose hourly rate is rounded.

Classifications identified with an (*) asterisk are paid at an hourly rate.

JOB E CHANGES:

Program Analyst III to Intermediate Program/Analyst (effective September 20, 1991)

Program Analyst II to Senior Program/Analyst (effective September 20, 1991)

Microcomputer Support Programmer to Junior Program/Analyst (effective September 20, 1992)

A-V Tech II to A-V Production Assistant (effective June 19, 1992)

A-V Tech I to Video Producer (effective June 19, 1992)

SCHEDULE C**GRIEVANCE PROCEDURE**

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, which may include the challenge of a dismissal or suspension, shall be reduced to writing using the grievance form and submitted to the Senior Officer or Civilian Manager in charge of the Division or Unit. A Senior Officer or Civilian Manager shall meet with the aggrieved member, who may be accompanied by a representative of the Association at this step. The Senior Officer/Civilian Manager shall render his written decision within six (6) working days following such meeting.

STEP 2 Failing satisfactory settlement under Step 1, the Grievance shall be submitted to the Chief of Police within a period of six (6) working days after the decision rendered under Step 2. The member may be accompanied by two representatives of the Association at this step. The Chief of Police shall render his written decision within six (6) working days following such meeting.

STEP 3 a) Failing satisfactory settlement under Step 2, the Association's Committee shall arrange to bring the matter in dispute before the Board at the earliest possible date. The Board shall render its written decision within three (3) weeks following such meeting with the Grievance Committee.

b) Despite the foregoing the Board may refuse to consider any complaint, the circumstances of which arose more than twenty-five (25) days before the said complaint was submitted to the Senior Officer/Civilian Manager as outlined in Step 1 above. This applies only if the aggrieved member has been made aware of the relevant fact 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, 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 on the interpretation, application or administration of this Agreement, including any question as to whether a question 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.

SCHEDULE D

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

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

The following options shall be made available:

- **OMERS** Option "A" : Unreduced Early Retirement Pension at Age **60** (regardless of service)
- **OMERS** Option "B" : **80** Factor - Within **10** Years of **NRA** (**NRA 65**)

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

Conditions re: Entitlement to Early Retirement Incentive

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

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

and provided that such member

- (iii) must provide by February 28, 1995, written notice of irrevocable intention to retire by December 31, 1995, to the Board and must retire from the Service no later than August 31, 1995, or December 31, 1995, as more specifically set out in paragraph 3 below; and
- (iv) does not reach normal retirement age prior to January 1, 1996; and
- (v) monies are available in the Fund to pay such Early Retirement Incentive.

3. The eligible member shall indicate in writing on such written notice of intention whether the member prefers to retire (i) by August 31, 1995, or (ii) in December, 1995. Of the total eligible retirees, 50% shall retire by August 31, 1995, and the balance in December, 1995. If insufficient (less than 50%) or excessive (more than 50%) members indicate an intention to retire during each of such time periods, the Board may alter a member's preference so that the 50% objectives are achieved provided that the eligible members with the least seniority with the Service will have their preferred retirement date altered so long as the member's eligibility for pension as specified in paragraph 2 is maintained.
4. The total Early Retirement Incentive benefits payable hereunder shall not exceed the monies in the Fund, which shall not exceed \$600,000 as set out in paragraph 1 above. If the entitlement of otherwise eligible members exceeds \$600,000, the Board shall reduce the number of eligible members on the basis of those with the greatest seniority with the Peel Regional Police being preferred for eligibility. It is understood and agreed that all members of the Service will be eligible to apply for the Early Retirement Incentive without regard to bargaining unit, and the Early Retirement Incentive benefits provided hereunder through the Fund will be based upon Peel Regional Police seniority without regard to bargaining unit.
5. An applicant member will, despite paragraph 2 hereof, be entitled to revoke his/her notice of resignation or retirement (provided he/she has not already resigned or retired), if the member is not eligible for one of the OMERS pension described in subparagraphs 2 (i) or (ii) hereof, or if the Fund is exhausted so that the member, because of his/her lesser seniority is not able to receive the Early Retirement Incentive provided hereunder.

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

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



Grievance Form

Association _____

Grievance No. _____

Member _____

Badge No. _____

Unit/Bureau _____

Classification _____

Supervisor _____

Statement of Alleged Violation

Article(s) Allegedly Violated

_____ and any other relevant Article of the Collective Agreement

Statement of Facts to Support Grievance

Statement of Redress Sought

Signature of Member/Association Representative

Yr. Mo. Day

SCX# ULE "F"

Step 1 Senior **Officer/Manager** in Charge Name _____ Badge No. _____

Date and Time Grievance Received _____

Response _____

Step 2 Chief of Police

Date and Time Grievance Received _____

Response _____

Step 3 Board Grievance Committee

Response _____

Step 4 Written Request for Arbitration received by Board on _____
Yr. Mo. Day Time A.M. P.M.

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:

(a) Performance Appraisals

All part-time members shall receive a Performance Appraisal at intervals applicable to full-time members in their classification.

(b) Resignation of Employment

A member, within **48** hours (excluding Saturday, Sunday and 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.

LETTERS OF INTENT

1. CHANGE IN STATUS (effective post-ratification **1991)**

With respect to part-time and full-time service, the practice of severing employment to effect a change from full-time to part-time or vice versa shall cease and all persons who have changed in this fashion are considered to have service which has not been interrupted. (Note: With respect to members who have prior to ratification switched to full-time from part-time, or vice versa, to receive recognition for such service, a member must make written application to Human Resources and, on documentary confirmation of the service, the benefit shall apply for **1991** (post ratification) and future entitlement.

2. INTERNAL EQUITY (effective January 1, **1993)**

A Joint Committee of equal Board and Association representatives will, during the term of the 2-year Agreement, endeavour to determine a means to resolve the outstanding issues of internal equity. In order to encourage a frank and free exchange of ideas, the deliberations and any recommendations of the Committee will be entirely without prejudice and will not be disclosed to any arbitrator who may hereafter be appointed to resolve any negotiating difference or other dispute between the parties. The parties agree that some classifications have wage rates in excess of that which would result from an internal equity plan. The Committee will address this issue and endeavour to recommend what those rates should be.

NEW The parties agree that the Committee formed to make submissions regarding Internal Equity shall continue to develop recommendations during the term of this agreement.

3. EMPLOYMENT SYSTEMS REVIEW etc. (NEW • December 29, 1994**)**

- (i) The Board shall, within thirty days of ratification, meet with representatives for the Association and provide a status report and overview of its intentions with respect to,
 - (a) Employment Systems Review, including interview and testing procedures;
 - (b) Job Postings; and
 - (c) Job Descriptions.

Thereafter the Board shall keep the Association apprised of any developments and proposed action with respect to these issues, and provide a reasonable opportunity for meaningful consultation prior to finalizing any decisions, bearing in mind the Employment Equity deadlines the Board is operating under.

- (ii) With respect to civilian vacancies in Senior Officer Positions, the Board will canvass for qualified internal applicants prior to offering employment to external candidates.
- (iii) Notwithstanding the preface to Article 15, the Board will consider the applications of Part-time and Temporary members prior to the hiring of external candidates.

4. JOB SHARING (NEW - December 29 1994)

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

.01 Agreement

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

.02 Service

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

.03 Work Schedules

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

.04 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.

.05 Reconciliation of Hours

At the conclusion of the one year period, a reconciliation of actual versus required hours worked will be conducted for all members participating in the job sharing arrangement. Any required adjustment of hours will be made from or to the members' compensation or vacation time banks on a straight time basis. If there are

insufficient hours in these banks any overpayment will be recovered by deduction from the member's bi-weekly salary.

.06 Vacation

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

.07 Pension

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

.08 Court Time

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

.09 Callback

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

.10 Injured on Duty

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

.11 Income Replacement Plan

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

.12 Welfare Benefits

- a) For Group Life and Accidental Death and Dismemberment Insurance, the "Principal Sum" shall be **100%** of the member's full time salary (i.e. two times 50%); and

- b) For the Extended Health Care and Dental Plans, the member and the Board shall each pay **50%** of the cost of the applicable monthly premiums; and
- c) Benefit eligibility and entitlement is subject to the rules and regulations of the benefit plans and the benefit contract between the Police Services Board and the Carrier.

.13 Other Benefits

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

.14 Association Dues

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

.15 Statutory Holidays

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

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

.16 Provisions for Termination of an Established Job Sharing Arrangement

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

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

.17 Performance Appraisals

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

Unpaid Leaves of Absence

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

- member's name, classification, badge number, unit, hire date
- commencement and termination dates of the Leave
- duration of the Leave
- member's vacation schedule coincident with the requested Leave period
- the purpose of the Leave

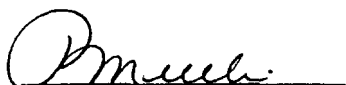
IT IS AGREED BY THE PARTIES that if the Member's Leave or series of Leaves exceeds four **(4)** weeks in any calendar **year**, the Member's Leave will be governed by the following terms and **conditions**:

- (1) Throughout the Leave period the Member shall not receive any wages, allowances, fringe benefits or other remuneration from the Board. The Member agrees to waive the rights **and** privileges **of** the Collective Agreement in force at the commencement of the Leave except **as** specified hereunder. No matter arising **from** the operation of this Agreement may be the subject of **a** grievance.
- (2) The Member's classification and the accumulation of service and seniority will be frozen effective the date the Leave commences, and the Member's classification, seniority and service **earned** prior to that date will be recognized upon return to **work**.
- (3) The Board **has** no obligation to provide, and no restriction on providing employment to the Member during the Leave.
- (4) Clothing/Tool/Footwear allowance for the year, if the Member is entitled on the date the Leave commences, will be prorated up to that date and paid **as** provided in Article 19 of the Civilian Collective Agreement.
- (5) The Member shall have the option of being paid by the Board prior to the commencement of the Leave of Absence in accordance with this agreement, for all outstanding vacation time which accrues prior to the Leave of Absence, or of maintaining such vacation entitlement for use during the next calendar year following the return from the Leave of Absence. The Member shall notify the Board of the choice between these alternatives at least 14 days prior to the commencement of the Leave of Absence. The Member shall not accrue vacation entitlement during the Leave of Absence.

- (6) If eligible, credit shall be given for **Statutory** Holidays which occurred during the period worked before the commencement of the Leave of Absence **as** they are for terminated Members.
- (7) Court time during the Leave period, arising from police duties performed prior **to** the commencement of the Leave of Absence, will be paid in accordance with Article 10 and Article 20 of the Civilian Collective Agreement, and the Social Contract **Local** Agreement. The time portion of overtime **earned** must be used within 3 months of the Member's **return** from the Leave of Absence, or by March **31"** **of** the following calendar year, whichever occurs later.
- (8) Time on Leave of Absence **will** not accumulate for purposes of Service Pay but upon **returning to** active duty, service accumulated prior to the date the Leave of Absence commenced will count.
- (9) If eligible for Shift Differential during the year the Leave commences, the Member shall receive a pro-rata portion.
- (10) Welfare Benefits: Provided the Member remains a resident of Ontario, and provided there is **no** cost to the Board, the Member may make arrangements with Human Resources to pay the full **cost** of benefits or any portion normally paid by the Board in order to maintain **agreed** upon benefits for the duration of the Leave. All payments must be received in full prior to the commencement of the Leave by way of postdated cheques. Where arrangements are not made to prepay benefits, or where such pre-payments have been made but **are** in default, the Member's benefit coverage shall be **terminated**. If pre-payment is not elected, coverage shall commence the first day of the next month following the date of **return** to work (if applicable).
- (11) The Member will not be given prior consideration for promotions while on the Leave of Absence.
- (12) STD Plan: The accumulation of service for sick pay benefits will be Frozen at the date the Leave **starts** and continue from that point when the Member returns to work. The Member will not be allowed to claim under the STD plan if the Member should become ill or injured during the Leave period.
- LTD Plan: The Member is not covered for LTD during the Leave of Absence. The Member will not be able to activate a claim for any Long Term Disability payments if the Member should become disabled **after** having commenced the Leave of Absence.
- (13) Special Leaves of Absence: The Member **is** not entitled to claim any leaves **with** pay and/or benefits or allowances during the Leave of Absence.
- (14) Education: This benefit will not be available and the approval of the Leave in question will **not** be construed **as** activating the education/courses article of the Collective Agreement.

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

Peel Regional
Police Services Board


Chair

Peel Regional Police Association

By: 

March 11, 1994

Date

LETTERS OF UNDERSTANDING**1. CONTRACT REOPENER**

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

2. 1994 CLEANING VOUCHER SURPLUS

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

AIDE MEMOIRE

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

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

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

