



# CIVILIAN COLLECTIVE AGREEMENT

Regional Municipality  
of Peel  
Police Services Board

and

Peel Regional Police  
Association

January 1, 2003 - December 31, 2003



## INDEX TO CIVILIAN COLLECTIVE AGREEMENT

<b>Article Number</b>	<b>Item</b>	<b>Page Number</b>
1	Purpose and Scope	1
2	Definitions and Terminology	1
3	Recognition	3
4	Management Functions	3
5	Association Membership	6
6	Hours of Work	7
7	Vacations	9
8	Statutory Holidays	12
9	Salaries	12
10	Court Time	13
11	Allowances and Uniforms	15
12	Training Allowances	15
13	Promotions, Classifications and Acting Rank	15
14	Special Leaves of Absence	16
15	Transitional Sick Leave Credit Payout	19
16	Income Replacement Plans	20
17	Welfare Benefits	23
18	Pensions and Retirements	26
19	Injured on Duty	27
20	Legal Indemnification	27
21	Job Sharing	29
22	Tri-partite Committee	32
23	Education	32
24	Layoff	33
25	Discipline and Grievance Procedure	34
26	Duration	36

.../continued

Article Number	Item	Page Number
	Schedule "A" - Pay Equity Plan	38
	Appendix "A" - Pay Equity Comparison Results	43
	Schedule "B" - Civilian Members Annual Salary Schedule	50
	Schedule "C" - Grievance Form	51
	Schedule "D" - Classification Exclusions	53
	Schedule "E" - Internal Equity Plan	54
	Letters of Intent:	
	· Change in Status	56
	· Status Change – Cleaner Classification	56
	· Referral of Wage Increase (Schedule “B”) to Mediation/Arbitration	56
	Letters of Understanding:	
	· Communication Centre Shift Schedule	57
	· Obsolescence of a Position	57
	· Designated Parking	57
	· Use of Part-time Prisoner Escort Officers	57
	Letters of Agreement:	
	· Article 4.04 and Related Grievances	59
	Appendix "B" - Positions to be Re-evaluated	60
	Aides Memoire: Article 4.07 (Anti-Sexual/Racial Harassment)	61

THIS AGREEMENT made the 1st day of January, 2003.

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 AND TERMINOLOGY**

- 2.01 Except where a contrary intention appears:
- a) "Association" means the Peel Regional Police Association.
  - b) "Board" means the Regional Municipality of Peel Police Services Board.
  - c) "Chief" means the Chief of Police of the Peel Regional Police.
  - d) "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 civilian members who are "Senior Officers" under the Police Services Act and Board employees employed in classifications contained in

Schedule "D" attached. The Board agrees to consult with 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 five (5) weeks or less or to fill a temporary vacancy created by a member absent due to vacation, illness, special leave or hired as a member who is to fill a temporary vacancy created as a result of another member being selected to fill a temporary vacancy. The duration of the assignment(s) shall not exceed the length of the initial vacancy, and such assignment(s) shall not be subject to the five (5) week maximum. The Board acknowledges that qualified full-time members who wish to fill a temporary vacancy which exceeds three (3) months shall have a priority entitlement to such positions. The Board will further consider the applications of part-time and temporary members prior to the hiring of external candidates.

Those hired as Summer Students (who may be employed during school vacation periods without regard to the five (5) week limitation) shall be considered as temporary members. A temporary member (apart from a Summer Student) will not be employed on successive specific tasks without the concurrence of the Association.

Temporary members will be eligible for dental and extended health care benefits in accordance with the following:

The average weekly hours worked by a temporary member in the preceding six (6) month period shall be determined as soon as possible after January 1 and July 1 in each year. Thereafter, in the following six (6) month period the temporary member will be considered to have worked those average weekly hours for purposes of entitlement to extended health care and dental benefits.

- (a) Temporary members who regularly work less than 15 hours per week shall be required to pay 100% of the premium cost for extended health care and dental benefits.
- (b) Temporary members who regularly work 15 or more, but less than 25 hours per week, shall be required to pay 50% of the premium cost for extended health and dental benefits.
- (c) For temporary members who regularly work 25 or more hours per week, the Board shall pay 100% of the premium cost for extended health care and dental benefits.

Where a vacancy exceeds 5 weeks and/or where the vacancy is not a direct replacement of a member, the Board shall confirm in writing to the Association prior to the hiring of the temporary member.

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

2.02 For Part-time members defined in (g) above, benefit entitlement under Articles 14, Clauses 16.02(b) and 16.11 of Article 16 and Article 17 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 8, Statutory Holidays, the member's average weekly hours will be divided by 5 to determine a regular day's pay.

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

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

### **ARTICLE 3 - RECOGNITION**

3.01 The Board recognizes the Association as the exclusive bargaining agent for all members as defined in Clause 2.01 (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.

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

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

### **ARTICLE 4 - MANAGEMENT FUNCTIONS**

4.01 The Association acknowledges that, subject to the Police 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 that no member will be dealt with adversely without reasonable cause and that it will exercise the functions outlined in Article 4.01 fairly, and in a manner consistent with this Agreement, the Police Services Act and the Regulations made thereunder by the Lieutenant Governor in Council.
- 4.04 A member and/or a party to this Agreement may refer a concern about a classification to the Joint Job Evaluation Committee, and in the event the concern is not resolved to the parties' satisfaction, the matter may be the subject of a grievance pursuant to the grievance procedure set out in this Agreement. Notwithstanding the foregoing, the parties agree that a consensus recommendation of the Joint Job Evaluation Committee which is subsequently approved by the Board shall not be the subject of a grievance.
- 4.05 a) Every member shall, upon commencing employment, be subject to a probationary period. For members in the Communicator classification, the probationary period shall be twelve (12) months and for members in all other classifications the probationary period shall be six (6) months. For part-time members it shall be the equivalent hours for the classification, but in any event no more than 12 months. A temporary member's service, if the member is in the same job while temporary, will be credited towards the calculation of their probationary period should they become Part-Time or Full-Time members.
- In accordance with past practice, a member who is transferred from within the Service to fill a Communicator position and who is unsuccessful in the position, shall be returned to his/her previous classification.
- 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.
- 4.06 The Board agrees that a member who has ceased employment with the Board will be given a certificate of service, outlining his/her classification, length of service and any training or courses he/she has undertaken.
- This certificate is to be provided to the member on, or before his/her termination, and shall state that it is not a recommendation or otherwise.
- 4.07 (a) The Parties agree to keep the work environment free from any prohibited grounds as outlined in the Ontario Human Rights Code. In the event a complaint cannot



be resolved in accordance with Board policy, the provisions of this article shall apply.

- (b) For the purposes of this Clause, harassment based on sex includes:
- (i) Unwanted sexual attention of a persistent or abusive nature, by a person who knows or ought reasonably to know that such attention is unwanted; or
  - (ii) Implied or expressed promise of reward for complying with a sexually oriented request; or
  - (iii) 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
  - (iv) 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:
  - (i) 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
  - (ii) 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
  - (iii) 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.
  - (iv) Such other non-monetary remedy that is consistent with this Article and which is designed to be remedial in nature, consistent with the rights and duties of the parties and any person under the Human Rights Code.
- (j) In any arbitration case arising out of or related to sexually or racially harassing conduct, where an arbitrator finds that the harassment has occurred, the arbitrator is hereby expressly empowered to direct that the perpetrator or the person harassed be transferred away from the place and/or time of work, and the arbitrator may impose a remedy which may detrimentally affect the perpetrator's job classification, seniority, wages or other benefits, but such detriment shall only be the minimal amount necessary to remedy the harassment in the circumstances. The arbitrator may direct a transfer of the perpetrator without regard to his or her seniority or privilege outlined in the Collective Agreement, and may impose conditions upon the perpetrator transferred, as the arbitrator deems appropriate, which conditions are to be remedial in nature only.

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

## **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/her authorization to deduct Association membership dues from his/her 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/her 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.

- 5.07 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, membership for the Peel Regional Amateur Athletic Association and the deduction of dues on behalf of the Association.

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

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

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

- 6.01 a) A normal work week for 1820 hour classifications shall consist of five (5), seven (7) hour day shifts for a total of thirty-five (35) hours per week, or for members assigned to rotating shifts, an average of 35 hours per week. A normal work week for 2080 hour classifications shall consist of five (5), eight (8) hour day shifts for a total of forty (40) hours per week. The Board shall attempt to minimize the incident of weekend work for full-time members whose regularly scheduled hours of work occur Monday through Friday.
- b) The Board shall attempt to minimize the incident of weekend work for clerical staff.
- c) The parties acknowledge the current practice of providing two rest periods in addition to an unpaid lunch period of one-half (1/2) hour for all garage and maintenance members and one (1) hour for all other members shall continue.
- 6.02 Each member who works a full calendar year on a three (3) shift rotation basis shall receive Three Hundred Dollars (\$300.00) in the first pay in December. For members who work the full year on a two (2) shift rotation basis, the payment shall be Two Hundred Dollars (\$200.00). Members who work less than the full year as above shall receive a pro-rata portion. Clause 6.02 does not apply to temporary members.

- 6.03 a) When a member is required to be on duty more than one-quarter (1/4) of an hour in excess of his/her regular tour of duty, the member shall receive, at the member's discretion, either credited time or payment, at the rate of time and one-half (1-1/2) for all such overtime worked. Overtime here shall mean time worked prior to and up to the start of a regular tour of duty and/or time worked as a continuation of a regular tour of duty.
- b) Upon completion of such overtime worked by a member, the member shall indicate to his/her Officer-in-Charge whether the member elects to be paid for such overtime or to have the time credited to his/her overtime bank.
- c) Any periods of overtime for which the member has elected to receive time off, shall accumulate in his/her overtime bank. The balance of such bank shall increase with overtime hours worked, and decrease according to approved time off taken. All hours in excess of 80 hours in the member's overtime bank as of June 1 of each year will be paid to him no later than June 30. All hours in excess of 60 hours in the member's overtime bank as of December 1 of each year will be paid to him no later than December 31.
- d) A member may, on a quarterly basis, make application to have all, or a portion, of the hours credited in their overtime bank paid to them within thirty (30) days of such application.

6.04 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 6.04 does not apply to part-time or temporary members.

6.05 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 6.05 does not apply to part-time or temporary members.

6.06 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.

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

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

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

6.08 A member who is required to work overtime as set out in Clause 6.03 above and who so works for a period of two (2) hours or more beyond the end of his/her normal shift,

shall be paid up to Seven Dollars and Fifty cents (\$7.50) on presentation of a food receipt and thereafter a similar allowance or, an addition to the allowance of Seven Dollars and Fifty cents (\$7.50), shall be appropriate for every additional four (4) hour period worked, provided the time actually spent at meals will not be computed as overtime. A member shall also qualify for the allowance if, during his/her regular tour of duty, the member is on assignment outside the Region for a period in excess of three (3) hours, provided the time actually spent at meals will not be computed.

- 6.09 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, in writing, of the proposed schedule along with the reasons why the schedule change is being contemplated and shall be provided with the opportunity to consult on such. The parties may set up a committee with respect to any proposed schedule and the committee may informally solicit the views of members who would be working the proposed schedule and may make recommendations to the Chief or his/her designate concerning such proposal.
- 6.10 A member shall receive at least 14 days notice of a permanent transfer (as distinguished from a temporary transfer or a transfer arising from a conflict or pending discipline) to another bureau, unit, division or shift. A member may consent to waive such notice.
- 6.11 The Board shall not reschedule members' regular days off for the purpose of avoiding the incident or payment of overtime.
- 6.12 Members working dayshift assignments may make written request for flexible working schedules which shall not be unreasonably withheld if the operational requirements of service are met. In the event of the denial of any such request, a copy of the notification shall be provided to the Association.
- 6.13 "On call" shall refer to a period outside the member's regularly scheduled shift/tour of duty in which she/he is readily available to return to duty as required. Members will normally be advised well in advance of any period in which they are expected to be 'on call'. For each four (4) hour period or major part thereof that a member is placed on call, she/he shall be compensated one (1) hour at his/her regular hourly rate. In the event of an incident requiring the member's attendance during the on call period, the member shall be compensated at the rate of one and one-half (1-1/2) times his/her regular hourly rate for each such hour worked, subject to a three (3) hour minimum guarantee.

## **ARTICLE 7 - VACATIONS**

- 7.01 Members are entitled to vacation with pay on the following basis:
- a) After one (1) years' cumulative service - ten (10) working days' vacation
  - b) After four (4) years' cumulative service - fifteen (15) working days' vacation
  - c) After ten (10) years' cumulative service - twenty (20) working days' vacation
  - d) After fifteen (15) years' cumulative service - twenty-five (25) working days' vacation
  - e) After twenty-two (22) years' cumulative service - thirty (30) working days' vacation
  - f) After twenty-eight (28) years' cumulative service - thirty-five (35) working days' vacation.

- (i) A member shall, in the year of entitlement and annually thereafter, have his/her vacation bank credited in accordance with the above schedule. If the member qualifies for additional vacation entitlement by virtue of service in a given year then the additional entitlement shall be given for the entire calendar year.
  - (ii) When a member joins the Service, vacation entitlement shall be granted for the first year on a pro-rata basis.
- 7.02
- a) 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 each bi-weekly pay, a percentage of salary earned that coincides with time employed and calculated in accordance with Clause 7.11, as calculated on a full-time equivalency basis, and subject to reconciliation in July and December of each year.
  - b) 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.)
- 7.03
- 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. Effective January 1, 2000 the following shall apply:
- a) "Seniority" for the purposes of selecting vacation shall mean length of service as defined in Article 2.01(i). For greater clarity members in each classification will compete with members in the same classification within the work unit and/or bureau for the selection of vacation.
  - b) "Cumulative service" for determining vacation entitlement shall include all full-time, pro-rated part-time and temporary continuous and/or broken service with any Police Service in Canada. Where a member can provide an employment history to the Service for time employed as a temporary, part-time, or full-time member the Board shall include that time as cumulative to determining vacation entitlement.
  - c) Where a part-time member wishes to take their vacation time, the selection of such time shall be subject to availability after the selection by full-time members.
  - d) Article 7.03 does not apply to Temporary members.
- 7.04
- In cases where a member is off duty as a result of illness, or being injured on duty prior to the start of his/her annual vacation and is therefore unable to enjoy his/her annual leave, the member will be allowed to take such portion of annual leave upon his/her being able to return to active duty, subject to operational requirements being met and provided such period of leave time is agreeable to the member. Where, due to

operational requirements, such annual leave cannot be accommodated within the same calendar year, the member shall be allowed to carry over his/her unused vacation to the next year.

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

Clause 7.04 does not apply to part-time or temporary members.

- 7.05 Subject to Article 7.04, vacation shall not be cumulative from one calendar year into the next. Vacation which can not be utilized shall be paid out annually at the rate in effect as of December 31st of that year.
- 7.06 A member may make application to carry over up to one half (1/2) of his/her annual vacation entitlement for a specific reason from one year into the following year. Such request shall not be unreasonably withheld.
- 7.07 For the purpose of determining vacation entitlement under Clause 7.01, 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).
- 7.08 Members who are not at work due to pregnancy or parental leave between December or January of any given year shall have the payout of their accrued vacation deferred until the first pay cheque following their return as soon as possible after that date.
- 7.09 Subject to Article 7.04 in the event a member is unable to utilize their Annual Leave entitlement in the year it is earned due to the exigencies of service, any portion remaining in their time banks as at December 31st shall be paid out in the first pay cheque of the following year or as soon as possible after that date.
- 7.10 In reference to part-time members, the Board will grant vacation on the following basis:
- a) All members with less than four (4) years of cumulative service shall receive four percent (4%) vacation pay.
  - b) All members who have four (4) years of cumulative service but less than ten (10) years cumulative service shall receive six percent (6%) vacation pay.
  - c) All members who have ten (10) years of cumulative service but less than fifteen (15) years of cumulative service shall receive eight percent (8%) vacation pay.
  - d) All members who have fifteen (15) years of cumulative service but less than twenty-two (22) years of cumulative service shall receive ten percent (10%) vacation pay.
  - e) All members who have twenty-two (22) years of cumulative 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.

## **ARTICLE 8 - STATUTORY HOLIDAYS**

8.01 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	

8.02 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.

8.03 When any of the holidays, except Remembrance Day, so mentioned in Clause 8.01 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, the member 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.

8.04 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.

8.05 Where Clause 8.01 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 9 - SALARIES**

9.01 The annual salary for each classification for the term of this Agreement is set out in Schedule "B" to this Agreement. 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 new classifications and rates relating thereto, during the term of this Agreement, upon notice to the Association. Such notice shall include a profile of the proposed duties to be performed, the proposed factor-scoring, classification grade, and rate of pay, the rating to be completed by Human Resources and the area Supervisor. Within twenty-one (21) calendar days of receipt of such notice the Association may require the matter be referred for consideration by the Joint Job



Evaluation Committee (J.J.E.C.). The Committee shall be composed of two (2) representatives of both the Board and the Association. The Board's representatives shall be appointed by the Board, the current representatives being the Supervisor-Compensation & Benefits and the Director of Human Resources who shall act as Chair. The recommendation of the Committee respecting a new classification which is approved by the Board shall be effective the date of the incumbent's commencement in the new position. Should the Board, following the matter's consideration by the J.J.E.C., establish a rate for a new classification which has not been recommended by the Committee, the Association may refer the matter to arbitration pursuant to the Grievance Procedure. The arbitrator's decision will be based on the current job evaluation system; however, if the final evaluation does not place the job in an existing wage grade, the arbitrator shall determine a wage grade for the job which bears an appropriate relationship to the existing wage grades.

Any added classification shall become part of this Agreement and all provisions in this Agreement shall apply thereto.

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

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

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/her tour of duty, may elect to remain on duty during such interim period and shall be entitled, in respect of the Court appearance and the interim period (if any) between the Court appearance and the tour of duty, to payment in accordance with the overtime provisions of Clause 6.03 of Article 6. A member making such election must advise the officer in charge of his/her election prior to the commencement of his/her tour of duty.

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

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

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

For the purposes of this section, provided that a minimum of thirty (30) regular working hours are taken as annual leave, the regular days off and/or statutory holiday time taken off immediately preceding, in between, or immediately following such period of annual vacation, shall be considered part of the member's annual vacation. This clause shall not apply where a member schedules or amends his/her vacation period after a member is aware that s/he will or may be required to attend court during such period.

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

10.05 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/her discretion, either in credited equivalent time off or payment at his/her 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 time off shall be allowed to accumulate and for every eight (8) hours or portion thereof so accumulated, the member shall be entitled to take that portion thereof off at the discretion of the Chief of Police.

The method of payment of entitlements under Article 10 shall be selected by the member in the same manner as under Clause 6.03 of Article 6.

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

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

Should a member be required to attend any Court, Inquest, or litigation, etc. outside his/her Divisional Area, the member shall be entitled to travelling cost from his/her normal Divisional Detachment if not paid by Courts requiring his/her 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.

10.07 A member who has retired and is in immediate receipt of his/her O.M.E.R.S. pension shall, when required to attend Court in accordance with Clause 10.01 of Article 10, in

connection with his/her duties as a member of the Peel Regional Police, be paid for such attendance in accordance with the provisions of Article 10 at the current rate of pay for the classification held by the member at the time of such retirement.

#### **ARTICLE 11 – ALLOWANCES AND UNIFORMS**

11.01 For the purpose of tool replacement caused by normal use, Fleet Licensed Technicians shall receive up to \$315.00 per annum, on the authorization of the appropriate supervisor and based on valid receipts. Fleet Service Technicians shall be eligible for reimbursement of up to fifty percent (50%) of this amount per annum, upon appropriate authorization and submission of valid receipts.

Clause 11.01 does not apply to Temporary members.

11.02 The Board agrees to make available any uniform or safety footwear it requires for its members.

11.03 The Board shall provide cleaning vouchers to each Prisoner Escort Officer, Courier, Court Liaison Officer, and Process Server in accordance with the provisions for Uniform members under the Uniform Collective Agreement. Where, upon the Board's approval, each HQ Receptionist is required to wear a uniform as provided by the Employer, the Board shall provide cleaning vouchers to each HQ Receptionist to a maximum of \$75.00 per year.

11.04 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 12 - TRAINING ALLOWANCES**

12.01 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 his/her regular hourly rate.

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

13.01 Whenever a vacancy occurs in any classification at or above Grade 2, the Board shall cause notice of such vacancy to be posted for the information of members for seven (7) working days. Vacancies of less than three (3) months duration shall not be subject to posting.

13.02 If the skills, ability and qualifications are equal amongst all internal qualified applicants the Board will give first consideration, by seniority to qualified internal full-time candidates prior to the consideration of part-time and temporary members. All qualified internal applicants shall be interviewed prior to any interviewing of outside persons.

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.

- 13.03 A full-time or part-time member who is accepted to a temporary position, upon completion of the temporary assignment shall be entitled to return to the same labour grade and classification that was previously held. Each member who assumes a new position at a higher classification shall be eligible for incremental grade increases. No member shall be required to fill a temporary position in excess of one (1) year, nor shall there be any extension beyond one (1) year without the agreement in writing of the parties in advance.

This clause shall not apply to temporary members.

- 13.04 The Board shall forward to the Secretary of the Association, notice of all appointments, reclassification, adjustments and promotions affecting all members.

- 13.05 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 corresponding to the step on the salary schedule which represents an increase of at least five (5%) per cent over the member's current step placement, up to the maximum.

This clause shall not apply to temporary members.

- 13.06 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.

- 13.07 All members shall receive their Performance Evaluation within thirty-five (35) days of when it is due, except where the Supervisor is unable to review the evaluation with the member due to the member's authorized absence on leave. In such event, the evaluation shall be reviewed with the member subsequent to the member's return to work.

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

- 13.08 Any member of the Fleet Licensed Technician classification who is assigned to perform the regular duties of a Lead Hand in the absence of a Supervisor for a temporary period of not less than one (1) full tour of duty in each assignment shall be paid a premium equivalent to the difference between the member's regular hourly rate of pay and the 24 month rate applicable to Grade 6 classifications for each hour so assigned. The lead hand shall be required to undertake and perform various and miscellaneous duties as assigned by the Supervisor in addition to the member's regular duties. A Lead Hand is not vested with authority to impose disciplinary sanctions, or to hire or recommend the termination of a member's employment.

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

- 14.01 A member shall be allowed up to five (5) days leave of absence with pay in the event of the death of his/her father, mother, spouse, child, brother or sister, and up to three (3)

days in the event of the death of mother-in-law, father-in-law, grandchild or grandparents of the member or persons standing in loco parentis. One (1) day shall be allowed in the case of grandparents of spouse. Only that portion of the five (5), three (3), or one (1) day which would otherwise have been working time shall be paid.

If a member wishes Clause 14.01 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.

- 14.02 (a) Pregnancy Leave without pay shall be in accordance with Employment Standards Act of Ontario as amended, except that a member commencing such leave who is in receipt of E.I. pregnancy benefits pursuant to s.30 of the Employment Insurance Act shall be paid a supplementary unemployment benefit in an amount which with her E.I. pregnancy benefit brings her compensation to 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 E.I. benefit for a maximum period of 15 weeks. "Regular weekly earnings" shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

- (b) Parental Leave without pay shall be in accordance with the Employment Standards Act of Ontario, as amended, up to 35 weeks. Any Pregnancy or Parental Leave granted must be ended by the member giving to the Chief of Police or his/her designate not less than two weeks notice prior to his/her scheduled return to work.
- (c) For a member who commences a Pregnancy or Parental leave, during the 17 weeks Pregnancy or 35 week Parental Leave the Board shall continue its premium payments for the member's benefits under Article 17.
- (d) A member returning from 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 Pregnancy and/or Parental Leave periods.
- (e) The Board shall grant Parental Leave for a period of up to 37 weeks to a member who adopts a child, in accordance with the provisions of the Employment Standards Act, as amended.

Clause 14.02 does not apply to Temporary members.

- 14.03 (a) Upon request by a member, the Board shall grant Leaves of Absence without pay and without loss of seniority subject to the following conditions:
- (i) such leaves shall not interfere with the operational requirements or exigencies of the Service;
  - (ii) such leaves shall not be unreasonably withheld or requested.

- (b) All requests for Leaves of Absence without pay shall be submitted using Peel Regional Police Form No. 329.
- (c) All requests for Leaves of Absence shall be submitted to the Officer/Manager in Charge of the area and forwarded to Human Resources.
- (d) If a member's written request for unpaid leave is to be denied, written reasons will be provided to the member. The member may then refer the matter to the Chief of Police and/or the Police Services Board for reconsideration.

1) *Leave of Absence which is less than four (4) weeks in duration*

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

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

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

- (i) The member's classification, service and seniority will be frozen only if the leave extends beyond one (1) year. In any event, the member's classification, service and seniority earned prior to the date of leave will be recognized upon return to work.
- (ii) Annual allowances such as clothing, tools, footwear will be pro-rated for the period actually worked and paid as provided in Article 11.
- (iii) A member shall have the option to receive a payout of vacation time earned on a pro-rata basis to the commencement of the leave of absence.
- (iv) Vacation entitlement will be frozen at the commencement of the leave and resume when the member returns to work.
- (v) Statutory holidays shall be credited and paid to members in the same manner as they are for members who are terminated or resign.
- (vi) Court time shall be paid in accordance with the corresponding Articles of the Civilian Collective Agreement.
- (vii) Any shift differential otherwise payable will be pro-rated for the period the member actually works.
- (viii) Provided there is no cost to the Board, the member may make arrangements with Human Resources to pay all benefits normally paid by the Board in order to maintain welfare benefits for the duration of the leave of absence. All such arrangements and payments must be made prior to the commencement of the leave by way of post-dated cheques. If the member defaults on payment, Human Resources shall notify the member and the

Association immediately and continue the benefits for a twenty (20) day period until the member has an opportunity to correct the default. If prepayment of benefits is not elected by the member, coverage shall resume on the first day of return to work by the member following the leave.

- (ix) Accumulation of service for sick pay benefits will be frozen at the commencement of the leave of absence and resume when the member returns to work.
- (x) Although pension contributions will be suspended during the period of leave while the member is not earning eligible earnings, and subject to O.M.E.R.S. Regulations, members of O.M.E.R.S. shall have the option of purchasing in whole or in part, leave of absence service and such service will be included as credited service. The member's cost to purchase same shall include both the employer's and member's contributions based on the salary prior to the commencement of leave for the period of such leave.
- (xi) Members shall turn in their baton and pepper spray for storage during their leave at their division.

- 14.04 Each member who is called to serve as a juror or is subpoenaed as a witness in a legal proceeding in which the member 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. Employees shall not be required to alter their scheduled hours of work to attend for selection or on jury duty.
- 14.05 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/her sick leave. As such, the member shall receive his/her normal remuneration and the Board shall invoice the Association on a monthly basis for all costs, exclusive of sick leave credits.
- 14.06 The Board will grant two (2) civilian voting delegates leave of absence with pay to attend the Annual General Meeting of the Police Association of Ontario.
- 14.07 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 15 - TRANSITIONAL SICK LEAVE CREDIT PAYOUT**

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

- 15.01 Every member covered by Article 11 of the 1985/86 Collective Agreement shall have his/her existing sick time credits adjusted on the day the new Short Term/Long Term Disability plan (Article 16 of this Agreement) becomes effective to reflect fifty percent (50%) of his/her credits at that time, and in any case this credit would not exceed 910 or 1040 hours whichever is applicable to their regular annual hours.

- 15.02 Upon termination of service, a member will be entitled to payment for such adjusted sick time credit at the current salary of his/her classification at the date of his/her termination.
- 15.03 If a member dies during his/her employment with the Board, his/her estate will receive payment for such adjusted sick time credit at the current salary of his/her classification at the date of his/her death.
- 15.04 At the member's option, to be exercised in writing and delivered to the Secretary of the Board no later than December 15th, 1987, the member 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/her classification effective at the time of each payment; or
  - b) upon termination (as set out in Clauses 15.02 and 15.03 of this Article), be provided with payout in cash as provided under 15.02 and 15.03 hereof; or
  - c) Subject to compliance with the O.M.E.R.S. Act and Regulations, use his/her adjusted sick time credit as credited time for pension purposes prior to his/her retirement. (For example, a member who has 1040 hours and effectively ceases work and goes on leave of absence on February 1st, with 33-1/2 years service, would be retained on the payroll for approximately six (6) months and his/her service for O.M.E.R.S. purposes would be 34 years.)  
  
During that period of approximately six (6) months the member would not be covered by the provisions of the Workplace Safety and Insurance Act and would not receive vacation, statutory holiday entitlement, or any other benefits hereunder save and except such insured benefits available to members hereunder. In any case service could not be extended under this option beyond a maximum of thirty-five (35) years by such use of adjusted sick time credits.
  - d) At the time of his/her retirement, a member who has previously elected option (c) under this Article may change his/her election, if desired, to option (b).
- 15.05 Failure to exercise his/her option within the time period specified by Clause 15.04 shall mean that the member elects the option under Clause 15.04 (b). If a member who elects the option under Clause 15.04 (c) is subsequently prevented from utilizing such option by the O.M.E.R.S. Act and Regulations which may then be in effect, or if the member dies prior to utilization of such sick credit Clause 15.04 (c), the member shall be entitled to benefits available under Clause 15.04 (b).

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

- 16.01 Article 16 does not apply to Temporary members.
- Each member shall be eligible to receive Short-Term Disability benefits following three (3) months of continuous service.
- 16.02 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 average weekly hours worked as calculated in accordance with Article 2.02 and pro-rated 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.)

16.03 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 16.02.

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

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 the Director, Human Resources 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 16.02). Such application shall be submitted as soon as practicable with each recurrent absence.

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

- 16.05 In the event of a member, after reporting for duty, having to report sick after the member has completed in excess of one-half (1/2) of his/her regular tour of duty, no sick time will be deducted. In the event of a member after reporting for duty, having to report sick before the member has completed one-half (1/2) of his/her regular tour of duty, the member shall forfeit one-half (1/2) of the tour of duty as sick benefit.
- 16.06 Members who have completed three (3) months continuous service will be allowed up to forty-two (42) paid, non-cumulative, hours per anniversary year to provide income for illness or disability of three (3) regular shifts or less.
- 16.07 A certificate from a qualified medical practitioner may be required for any absence. The Board shall reimburse members for reasonable costs incurred to provide such medical certificates or reports when required of a member by the Board.
- 16.08 The Association acknowledges that the Employment Insurance premium reductions allowed to the Board by virtue of the existence of the sick leave plan shall be retained by the Board for the provision of the benefits described in this Article.
- 16.09 Short-Term benefits may not be used where an accident or injury results in lost time which was caused by a third party unless the member agrees in writing to permit the Board to subrogate their claim.
- 16.10 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 16.02 shall read eight hundred (800) hours and adjusted accordingly; Clauses 16.03 and 16.12 shall read six hundred and eighty (680) hours; and Clause 16.06 shall read forty-eight (48) hours.
- 16.11 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 five thousand five hundred dollars (\$5,500.00) per month after a waiting period of seventeen (17) weeks, consistent with the rules and regulations of the plans. In respect of part-time members this article shall only apply to those members who regularly work more than 25 hours per week.
- 16.12 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/her behalf, the status of the member's other benefit entitlements shall be amended as follows:
1. Credit towards vacation and statutory holiday benefits will be earned on a pro-rata basis for a further period limited to 35 weeks beyond the date the member becomes eligible for LTD benefits. At the end of 35 weeks, if the member

continues to receive LTD benefits, credit towards vacation and statutory holidays will cease, AND

2. Benefits provided in Clause 17.01 of Article 17 shall continue without restriction as long as the member is entitled to LTD benefits, AND
3. The Group Term Life Insurance benefit will be based upon the 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/her Short-Term Disability bank, or upon receipt of 595 hours of Short-Term Disability benefits, whichever occurs first, AND
2. If a member has depleted his/her STD bank, but is not yet eligible for LTD, benefits provided in Article 17.01 shall continue until such time as a determination is made on a claim for LTD benefits.

Benefits provided in Clause 17.01 of Article 17 shall cease once a written decision has been rendered by the insurance carrier denying the claim for LTD benefits.

If the member wishes continued coverage for the benefits outlined in Clause 17.01 of Article 17 the member shall reimburse the Board for the premium cost, AND

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

## **ARTICLE 17 - WELFARE BENEFITS**

Except as provided under article 2.01(h), Article shall not apply to temporary members.

For part-time members Article 17 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 17 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.

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

- i) Semi-private hospital accommodation; 100% reimbursement of usual and customary charges made by a hospital in Ontario;
- ii) Out of Province – emergency medical and travel expense coverage to a combined lifetime maximum of \$1 million payable “up front” from first dollar;
- iii) Pay direct drug card providing payment of 100% of eligible charges with no deductible for prescription drugs which legally require a prescription to the generic level, unless the Dentist or Physician has indicated no substitution on the prescription form. All prescriptions will be subject to a \$6.50 dispensing fee cap;
- iv) Vision care benefit to \$300.00 every 24 months, including coverage in respect of the cost of laser eye surgery;;
- v) Hearing aid benefit to \$300.00 every 36 months;
- vi) Each Paramedical Service to \$50.00 per visit to a maximum of \$500.00 annually;
- vii) Orthotics upon written authorization of a physician in amount of 50% reimbursement for up to 2 pairs per year;
- viii) Eligibility contingent upon residence within Canada;
- ix) The Board agrees that upon receipt of the express written request of the Association the Board shall update the current dental benefits for retired members to the current O.D.A. rates at the retired members’ expense.

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

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

All plans, except Ontario Health Insurance Plan, shall be administered by the Board. Any rebate from these plans shall accrue to the Board.

The Board shall pay one hundred percent (100%) of the premium cost of a basic dental plan providing major restorative services at eighty percent (80%) co-insurance with a

\$5,000.00 annual maximum per person, and orthodontic services at fifty percent (50%) co-insurance with a \$3,000.00 lifetime maximum per person, consistent with the rules and regulations of the plans, based on the current Ontario Dental Association (O.D.A.) Schedule of Fees as amended from time to time. Reimbursement for recalls under the plan shall be subject to nine (9) months in the case of adults and six (6) months in the case of dependent children.

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

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

- 17.02 It is recognized that the cost to the Board for providing members with an improved benefit programme is in excess of their share of the premium rebate from the Employment Insurance Commission for having a sick leave plan; the full premium rebate allowed by the Employment Insurance Commission will therefore continue to be retained by the Board.
- 17.03 The Board shall provide the following benefits to those members retiring after September 28, 2000 who are in receipt of an unreduced pension under the Ontario Municipal Employees Retirement System (O.M.E.R.S.) consistent with the Rules and Regulations of the appropriate Plans until:
- (a) such member attains 65 years of age; or
  - (b) if the member dies while in receipt of these benefits, until the earlier of the member's spouse attaining 65 years of age, or the member, had the member lived, would have attained 65 years of age; or
  - (c) until the member and/or his/her spouse has (have) been in receipt of these benefits for 15 years, whichever occurs first:
    - i) \$12,000.00 Group Life Term 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 plan, the above noted benefits will be provided until the member reaches the age of sixty-five (65) years and so long as the member is considered by O.M.E.R.S. to be eligible for an O.M.E.R.S. disability pension.

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

- 1) if the member or his/her spouse does not have similar coverage at his/her place of employment; and
  - 2) if the member's principal residence is in Canada.
- 17.04 There shall be no alterations, amendments, additions or deletions to any of the benefits referred to in Article 17 without the written consent of the Association.

- 17.05 In the event of death of a member, the benefits provided under Clause 17.01 of Article 17 shall be maintained and paid for in whole by the Board for the spouse and eligible dependents for a period of ten (10) years.

Surviving dependents who no longer qualify for the continuation of benefits by the Board shall be eligible to continue such coverage through the Service, at the prevailing group rates until age 65 in accordance with the limitations and conditions specified by the carrier.

- 17.06 All members, at their request, will have the Hepatitis B Immunization Program made available at no cost to the member.

## **ARTICLE 18 – PENSIONS AND RETIREMENTS**

For part-time and temporary members this article shall be applicable in accordance with the O.M.E.R.S. 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 (O.M.E.R.S.). The Board and each member shall contribute the amount required under the O.M.E.R.S. legislation and regulations.
- 18.02 The parties agree that 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 O.M.E.R.S. Act and Regulations; and application for such credited military service will be in accordance with the provisions of the O.M.E.R.S. Act and Regulations.
- 18.05 On the condition that "past service" (as defined below) can be treated as credited service under O.M.E.R.S. and on the condition that there is no cost whatsoever to the Board or the Regional Municipality in the member purchasing such past service, the Board agrees to endeavour to obtain from O.M.E.R.S. for those members applying within time limits and pursuant to procedures established by O.M.E.R.S. or the Board, O.M.E.R.S. supplemental optional service coverage for a member's past service as follows:
- i) service with any municipality or local Board in Canada;
  - ii) service with the staff of any Board, Commission or public institution established under an Act of Canada or any Province of Canada;
  - iii) service with the civil service of Canada or any Province of Canada.
- 18.06 A member wishing to file an Advance Election Option form with OMERS, in order to receive any OMERS pension to which he/she may be entitled as soon as possible following his/her retirement date, shall arrange through Human Resources for the

necessary forms to be completed and forwarded to OMERS for processing no less than thirty (30) calendar days prior to the member's intended date of retirement.

- 18.07 A member, within 48 hours (excluding Saturday, Sunday 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.

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

Article 19 does not apply to Temporary members.

- 19.01 When a member of the Force is absent by reason of an illness or injury occasioned by, or as a result of his/her duties within the meaning of the Workplace Safety and Insurance Act, the member will be entitled to his/her full pay and benefits while the member is thereby incapacitated, and there shall be no loss of accumulated sick credits. "Full Pay" shall be interpreted so as to preclude the possibility of members receiving a greater net pay while on compensation than while working.
- 19.02 A member covered by the previous article, and involving a third party, shall notify the Director, Human Resources in writing of his/her decision to take the benefit package of the Workplace Safety and Insurance Board or not within sixty (60) days of the accident. No benefits will be paid to the member beyond the sixty (60) days unless such notice is received. If a member decides to take action against a third party, such action shall include the recovery of his/her full salary paid to him during a period of incapacity. This recovery shall be payable to the Board when received.
- 19.03 The Board shall abide by the appropriate laws governing income tax deductions for members receiving Workplace Safety and Insurance benefits.
- 19.04 Except as authorized or permitted by Federal or Provincial Statute, the Board shall not claim a set off against the salary of any member, make a claim for any damages, or retain or cause to be returned to itself or accept, directly or indirectly, any salary payable to a member.

## **ARTICLE 20 - LEGAL INDEMNIFICATION**

- 20.01 Subject to the other provisions of this Article, a member charged with and finally acquitted of a criminal or statutory offence, because of acts done while on duty in the attempted performance in good faith of his/her duties as a member of the service shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges.
- 20.02 Notwithstanding Clause 20.01, the Board may refuse payment otherwise authorized under Clause 20.01 where the actions of the member from which the charges arose amounted to a dereliction of duty or abuse of his/her powers as a member of the service.

- 20.03 Where a member is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of his/her duties as a 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.
- 20.04 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.
- 20.05 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/her 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.
  - (iii) This section applies only to hearings or inquests concerning acts done in the performance in good faith of the member's duties as a member of the Service.
- b) Where an investigation is commenced under Part VII, Special Investigations Unit, of the Police Services Act and it appears to the Chief of Police that members of the Peel Regional Police require legal counsel in responding to the investigation, the Chief of Police may arrange for legal counsel to provide counsel to such members in connection with the investigation on such terms as the Chief considers appropriate. As soon as practicable, the Chief shall bring his/her action and his/her recommendation to the attention of the Board who may approve or alter the terms of retention of such legal counsel or the Chief's recommendation thereof. Neither the Board nor the Chief shall provide legal counsel after the completion of the investigation or the laying of information(s) as Article 20 of the Civilian Collective Agreement is intended to govern such matters.
- 20.06 For greater certainty, members shall not be indemnified for legal costs arising from:
- a) grievances or complaints under the Collective Agreement between the Board and the Association or under the Police Services Act;
  - b) the actions or omissions of members acting in their capacity as private citizens;



- c) proceedings and discipline charges under the Police Services Act and regulations;
- 20.07 For the purposes of this provision, a member shall not be deemed to be "finally acquitted" if as a result of charges laid he/she is subsequently found guilty of, or pleads guilty to, other charges arising out of the same incident or incidents.
- 20.08 For the purposes of this provision, "necessary and reasonable legal costs" shall be based on the account rendered by the solicitor performing the work, subject to the approval of the Solicitor of the Regional Municipality.
- 20.09 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 21 - JOB SHARING**

The Board and the Association agree to provide a "Job Sharing Arrangement", subject to the following provisions. "Job Sharing" means that two (2) non-probationary members occupy one (1) complement position, the duties of which they are both qualified to perform, such that they equally share the pay and hours of work. The Board and Association, agree that the members in job sharing will be governed by the following terms and conditions:

- 21.01 The Board and the Association agree that Job Share provisions apply to full-time members. The parties further agree that all job sharing arrangements will be subject to the operational requirements of the Police Service.

For Civilian Job Share arrangements, the Board and the Association agree that positions left vacant due to a full-time member participating in a Job Share arrangement, may be posted and filled as a temporary vacancy. Where such vacancies or resulting vacancies are filled by a temporary member, the duration shall equal that of the Job Share arrangement.

- 21.02 Job Sharing Committee

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

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

- 21.03 Conflicting Provisions

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

#### 21.04 Service

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

#### 21.05 Work Schedules

- a) Each member shall work a full tour of duty daily (7,8,9,10 or 12 hour shift as applicable). Article 6.03 (a) of the Civilian Collective Agreement will only apply if the member works in excess of a regular daily tour of duty.
- b) Any scheduling changes by members must be approved in advance by the Divisional Inspector (or designate) or Civilian Manager. The members shall provide a minimum of ten (10) days notice of such change. The supervisor or unit commander may agree to accept less notice from the job share members on a schedule change.

#### 21.06 Salary

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

#### 21.07 Reconciliation of Hours

At the conclusion of each year, a reconciliation of actual versus required hours worked will be conducted for all members participating in the job sharing arrangement. The member will be advised in writing of the required adjustment and will make an election as to which bank, compensation or vacation time, any deficit will be deducted. Any required adjustment of hours will be made from the members' compensation or vacation time banks on a straight time basis. If there are insufficient hours in these banks any overpayment will be recovered by deduction from the member's bi-weekly salary. Members will be compensated for any surplus hours in accordance with the Collective Agreement.

#### 21.08 Vacation

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

#### 21.09 Pension

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

#### 21.10 Court Time

Payment for court time will be made as it applies to each member's schedule. Members are required to notify the Court Bureau of their new work schedule and where possible set court for the days they are working day shift. If they are required to attend court on a day other than their scheduled day shift, then overtime would apply as per

the Collective Agreement. In the event that a Job Share member is required to attend Court or return to duty on any occasion during their annual vacation, then the provisions Article 10.04 shall apply.

#### 21.11 Call-back

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

#### 21.12 Injured on Duty

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

#### 21.13 Income Replacement Plan

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

#### 21.14 Welfare Benefits

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

#### 21.15 Other Benefits

The members shall receive 50% of the Shift Differential entitlement and Cleaning Vouchers that they would have received had they not participated in job sharing.

#### 21.16 Association Dues

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

#### 21.17 Statutory Holidays

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.

#### 21.18 Provisions for Termination of an Established Job Sharing Arrangement

Members or their Supervisors may make application for termination of an established job sharing arrangement to the Job Sharing Committee at least 60 days prior to the anticipated termination date. The party making an application for termination shall provide their notice of intent to terminate to all parties. The Job Sharing Committee will review an application for termination and make a recommendation to the Chief of Police. Approval of such application will be considered only in the presence of extenuating circumstances, and taking into account the operational requirements of the Service.

If it is agreed to terminate an arrangement and a decision is made to continue job sharing in the unit/bureau, the job share position will be posted for five (5) calendar days. If a new partner is chosen, the agreement will continue; if a suitable candidate is not found the remaining job sharer will be given not less than 14 days' notice that the position is reverting back to a full-time position.

#### 21.19 Performance Appraisals

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

#### 21.20 Education

The members shall receive 50% of their entitlement as detailed in Article 23.02.

### **ARTICLE 22 – TRI-PARTITE COMMITTEE**

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

The Parties agree that for the term of this Collective Agreement, a Tripartite Committee consisting of two (2) representatives (or alternatives) of each of the Board, the Peel Regional Police Association, and the Peel Regional Police Senior Officers' Association should it elect to participate, shall make recommendations to the Police Services Board with respect to organizational restructuring issues submitted for its review, or tabled by one of the participant groups in the Committee.

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

### **ARTICLE 23 - EDUCATION**

23.01 Should a member be required by the Board to attend lectures or training courses, the member shall be entitled to travelling costs, from the place of training to Police Headquarters and return. Such payment to be equated to the lesser of economy class air fare, or the current rate paid by the Regional Municipality of Peel per kilometre between the two points concerned and conditional upon such member reporting to a Senior Officer at Police Headquarters. In addition, a per diem allowance of Seven Dollars and Fifty cents (\$7.50) will be provided. Such payment to be made in advance.

- 23.02 The Board agrees to pay all tuition fees, the cost of textbooks, and materials required for all members attending and successfully completing a course of study that is related or beneficial to the Police service, provided prior approval is granted by the Board for that individual.

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

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

For members attending the Ontario Police College at Aylmer, Ontario an all inclusive allowance of Thirty-seven dollars and Fifty cents (\$37.50) per week will be provided. Such payment shall be made in advance.

#### **ARTICLE 24 - 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:

- 24.01 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.

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

- 24.02 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.
- 24.03 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.

- 24.04 (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.
- (b) A member on lay-off shall retain his/her right to recall after a lay off for a period of two years commencing with the effective date of the lay-off, provided the member has not been found guilty of an act of misconduct resulting in the member's dismissal from the Service.
- (c) During the period of lay-off a member on lay-off shall not be entitled to any of the provisions of the Agreement except the right to recall as provided in this Article.
- 24.05 For the purposes of the above lay-off and recall provision,
- (a) "Seniority" means continuous service in the 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.
- (b) If two or more members have the same "seniority", the Board shall determine seniority for lay-off based on, in this order:
- (i) Length of prior service as a 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.
- 24.06 During the initial 6 months of lay-off and provided the member remains qualified for recall, the member shall continue to receive the benefits provided under Article 17.01, to be maintained and paid for in whole by the Board.
- 24.07 The lay-off of a member will not be considered a termination of employment until the completion of the two year period referred to in Clause 24.04(b) and the requirements of the Police Services Act have been complied with in respect of the member's termination. A member who is no longer eligible for recall because of misconduct (24.04(b)) or because of failure to respond to recall or to return to work as provided in Clause 24.04(a) or who submits written notification to the Board waiving any right to recall or re-employment with the Board shall be deemed to have terminated his/her employment with the Board.
- 24.08 Nothing in this Article precludes the Association from challenging the adequacy and effectiveness of police services required of the Board under the Police Services Act.

## **ARTICLE 25 – DISCIPLINE AND GRIEVANCE PROCEDURE**

- 25.01 In the event a member is the subject of an allegation which may result in a warning, discipline, suspension or dismissal, the following procedure shall apply:
- (i) No member shall be disciplined, demoted, suspended or discharged in a manner that is inconsistent with this Collective Agreement and the Police Services Act. Refusal to comply with an order, directive or assignment that is improper or unlawful shall not result in discipline or discharge.
  - (ii) A member, at her option, may be accompanied and represented by an Association representative at any stage of the grievance procedure, or at a meeting which may be arranged following an investigation, the purpose of which is to impose disciplinary action.
  - (iii) The reasons for any disciplinary action taken shall be reduced to writing and given to the member. A copy of such notification shall be forwarded to the Association and the Director of Human Resources.
- 25.02 Disciplinary notifications such as conduct sheets, written warnings or disciplinary statements of a derogatory nature entered on the 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 expunged from the file on the second anniversary of the date of last entry.
- 25.03 A member is entitled to view his/her Personnel File upon twenty-four (24) hours' notice of request. Such opportunity to view the file will not be unreasonably withheld. Such request shall be made through the member's supervisor to the Director - Human Resources.
- 25.04 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/her 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 1. The member may be accompanied by two representatives of the Association at this step. The Chief of Police shall render his/her written decision within six (6) working days following such meeting.

**STEP 3**

- a) Failing satisfactory settlement under Step 2, the Association's Committee shall arrange to bring the matter in dispute before the Board at the earliest possible date. The Board shall render its written decision within three (3) weeks following such meeting with the Grievance Committee.
- b) Despite the foregoing the Board may refuse to consider any complaint, the 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 questions arbitrable and such grievance shall commence at Step 3 and the said Step 3 and Step 4 shall apply mutatis mutandis to such grievance.

**ARTICLE 26 – DURATION**

- 26.01 The terms and conditions of this Agreement shall remain in full force and effect from January 1, 2003 to December 31, 2003, and thereafter until replaced by a new Agreement, decision or award.



26.02 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.

SIGNED AT Brampton THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

THE REGIONAL MUNICIPALITY OF PEEL  
POLICE SERVICES BOARD

THE PEEL REGIONAL POLICE  
ASSOCIATION

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
VICE-CHAIR

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

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MEMBER

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MEMBER

\_\_\_\_\_  
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. GENDER-PREDOMINANT JOB 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 Co-ordinator  
Auditor - Trainor  
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 Co-ordinator  
Warrants Clerk II  
Word Processing Operator  
Young Offender Co-ordinator

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 Co-ordinator  
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

\_\_\_\_\_  
Peel Regional Police Association

\_\_\_\_\_  
Title

\_\_\_\_\_  
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	Maintenance	\$0
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

continued...



**APPENDIX "A"****COMPARISON RESULTS**

<b>GRADE CLASS</b>	<b>JOB #</b>	<b>FEMALE JOB CLASS</b>	<b>COMPARATOR MALE JOB CLASS</b>	<b>PEGAP JOB RATE</b>
6	1023	Darkroom Technician	Audio/Visual Technician II	\$1664
6	1073	Auditor-Trainer	Audio/Visual Technician II	\$0
7	1074	Training Coordinator	Maintenance Supervisor	\$0
7	1072	Timekeeper II	Maintenance Supervisor	\$1935
7	1064	Special Projects Assistant	Maintenance Supervisor	\$0
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
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
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 September 1, 2002**

CLASSIFICATION	Start		6 Months		12 Months		24 Months		36 Months		48 Months	
	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
<b>GRADE 7 726-860 pts.</b>												
OPERATIONS ANALYST CO-ORD	\$ 29.59	\$ 53,852	\$	\$ 58,468	\$	\$ 63,084	\$	\$ 67,700	\$ 39.73	\$ 72,316	\$	\$ 76,931
ENTERPRISE ADMINISTRATOR	\$ 29.59	\$ 53,852	\$	\$ 58,468	\$	\$ 63,084	\$	\$ 67,700	\$ 39.73	\$ 72,316	\$	\$ 76,931
SUPV, COMPENSATION & ADMIN SYSTEMS	\$ 29.59	\$ 53,852	\$	\$ 58,468	\$	\$ 63,084	\$	\$ 67,700	\$ 39.73	\$ 72,316	\$	\$ 76,931
SUPV, EMPLOYMENT & TRAINING	\$ 29.59	\$ 53,852	\$	\$ 58,468	\$	\$ 63,084	\$	\$ 67,700	\$ 39.73	\$ 72,316	\$	\$ 76,931
FINANCIAL ANALYST II	\$ 29.59	\$ 53,852	\$	\$ 58,468	\$	\$ 63,084	\$	\$ 67,700	\$ 39.73	\$ 72,316	\$	\$ 76,931
MANAGER, DIRECTIVES & ACCREDITATION	\$ 29.59	\$ 53,852	\$	\$ 58,468	\$	\$ 63,084	\$	\$ 67,700	\$ 39.73	\$ 72,316	\$	\$ 76,931
SYSTEMS PROJECT LEADER	\$ 29.59	\$ 53,852	\$	\$ 58,468	\$	\$ 63,084	\$	\$ 67,700	\$ 39.73	\$ 72,316	\$	\$ 76,931
NETWORK ADMINISTRATOR	\$ 29.59	\$ 53,852	\$	\$ 58,468	\$	\$ 63,084	\$	\$ 67,700	\$ 39.73	\$ 72,316	\$	\$ 76,931
<b>GRADE 6 591-725 pts.</b>												
FINANCE SERVICES SUPERVISOR	\$ 24.23	\$ 44,106	\$	\$ 47,886	\$	\$ 51,667	\$	\$ 55,447	\$ 32.54	\$ 59,228	\$	\$ 63,008
SYSTEMS PROJECT CO-ORDINATOR	\$ 24.23	\$ 44,106	\$	\$ 47,886	\$	\$ 51,667	\$	\$ 55,447	\$ 32.54	\$ 59,228	\$	\$ 63,008
TELEPHONE SYSTEMS TECHNOLOGIST *	\$ 24.23	\$ 50,407	\$	\$ 54,727	\$	\$ 59,048	\$	\$ 63,368	\$ 32.54	\$ 67,689	\$	\$ 72,010
ASSISTANT FACILITIES MANAGER *	\$ 24.23	\$ 50,407	\$	\$ 54,727	\$	\$ 59,048	\$	\$ 63,368	\$ 32.54	\$ 67,689	\$	\$ 72,010
SYSTEMS SECURITY ANALYST	\$ 24.23	\$ 44,106	\$	\$ 47,886	\$	\$ 51,667	\$	\$ 55,447	\$ 32.54	\$ 59,228	\$	\$ 63,008
INTELLIGENCE ANALYST	\$ 24.23	\$ 44,106	\$	\$ 47,886	\$	\$ 51,667	\$	\$ 55,447	\$ 32.54	\$ 59,228	\$	\$ 63,008
DRIVER TRAINER *	\$ 24.23	\$ 50,407	\$	\$ 54,727	\$	\$ 59,048	\$	\$ 63,368	\$ 32.54	\$ 67,689	\$	\$ 72,010
PRISONER ESCORT SUPERVISOR *	\$ 24.23	\$ 50,407	\$	\$ 54,727	\$	\$ 59,048	\$	\$ 63,368	\$ 32.54	\$ 67,689	\$	\$ 72,010
WEBMASTER	\$ 24.23	\$ 44,106	\$	\$ 47,886	\$	\$ 51,667	\$	\$ 55,447	\$ 32.54	\$ 59,228	\$	\$ 63,008
SR. PROGRAMMER ANALYST	\$ 24.23	\$ 44,106	\$	\$ 47,886	\$	\$ 51,667	\$	\$ 55,447	\$ 32.54	\$ 59,228	\$	\$ 63,008
COMMUNICATIONS SUPERVISOR	\$ 24.23	\$ 44,106	\$	\$ 47,886	\$	\$ 51,667	\$	\$ 55,447	\$ 32.54	\$ 59,228	\$	\$ 63,008
GARAGE SERVICE CO-ORDINATOR *	\$ 24.23	\$ 50,407	\$	\$ 54,727	\$	\$ 59,048	\$	\$ 63,368	\$ 32.54	\$ 67,689	\$	\$ 72,010
NETWORK ANALYST	\$ 24.23	\$ 44,106	\$	\$ 47,886	\$	\$ 51,667	\$	\$ 55,447	\$ 32.54	\$ 59,228	\$	\$ 63,008
SYSTEMS ANALYST	\$ 24.23	\$ 44,106	\$	\$ 47,886	\$	\$ 51,667	\$	\$ 55,447	\$ 32.54	\$ 59,228	\$	\$ 63,008
SERVICE SUPV, TELECOMMUNICATIONS *	\$ 24.23	\$ 50,407	\$	\$ 54,727	\$	\$ 59,048	\$	\$ 63,368	\$ 32.54	\$ 67,689	\$	\$ 72,010
TRAINING CO-ORDINATOR	\$ 24.23	\$ 44,106	\$	\$ 47,886	\$	\$ 51,667	\$	\$ 55,447	\$ 32.54	\$ 59,228	\$	\$ 63,008
CORPORATE ANALYST	\$ 24.23	\$ 44,106	\$	\$ 47,886	\$	\$ 51,667	\$	\$ 55,447	\$ 32.54	\$ 59,228	\$	\$ 63,008
OPERATIONS ANALYST	\$ 24.23	\$ 44,106	\$	\$ 47,886	\$	\$ 51,667	\$	\$ 55,447	\$ 32.54	\$ 59,228	\$	\$ 63,008
TIMEKEEPING SUPERVISOR	\$ 24.23	\$ 44,106	\$	\$ 47,886	\$	\$ 51,667	\$	\$ 55,447	\$ 32.54	\$ 59,228	\$	\$ 63,008
RECORDS SUPERVISOR	\$ 24.23	\$ 44,106	\$	\$ 47,886	\$	\$ 51,667	\$	\$ 55,447	\$ 32.54	\$ 59,228	\$	\$ 63,008
FINANCIAL ANALYST III	\$ 24.23	\$ 44,106	\$	\$ 47,886	\$	\$ 51,667	\$	\$ 55,447	\$ 32.54	\$ 59,228	\$	\$ 63,008

**CIVILIAN WAGE SCHEDULE – Effective September 1, 2002**

			26.31		28.39		30.47			34.62
<b>GRADE 5 456-590 pts.</b>										
MAINTENANCE SUPERVISOR *	\$ 20.67	\$ 42,994	\$ 22.39	\$ 46,576	\$ 24.12	\$ 50,159	\$ 25.84	\$ 53,742	\$ 27.56	\$ 57,325
PROGRAMMER/ANALYST	\$ 20.67	\$ 37,619	\$ 22.39	\$ 40,754	\$ 24.12	\$ 43,889	\$ 25.84	\$ 47,024	\$ 27.56	\$ 50,159
HELP DESK CO-ORDINATOR	\$ 20.67	\$ 37,619	\$ 22.39	\$ 40,754	\$ 24.12	\$ 43,889	\$ 25.84	\$ 47,024	\$ 27.56	\$ 50,159
FLEET LICENSED TECHNICIAN *	\$ 20.67	\$ 42,994	\$ 22.39	\$ 46,576	\$ 24.12	\$ 50,159	\$ 25.84	\$ 53,742	\$ 27.56	\$ 57,325
COMMUNICATOR	\$ 20.67	\$ 37,619	\$ 22.39	\$ 40,754	\$ 24.12	\$ 43,889	\$ 25.84	\$ 47,024	\$ 27.56	\$ 50,159
CALL-TAKER (P/T)	\$ 20.67	\$ 37,619	\$ 22.39	\$ 40,754	\$ 24.12	\$ 43,889				

**CIVILIAN WAGE SCHEDULE – Effective September 1, 2002**

CLASSIFICATION	Start		6 Months		12 Months		24 Months		36 Months		48 Months	
	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
<b>GRADE 5 456-590 pts.</b>												
FORENSIC VIDEO ANALYST *	\$ 20.67	\$ 42,994	\$	\$ 46,576	\$ 24.12	\$ 50,159	\$ 25.84	\$ 53,742	\$ 27.56	\$ 57,325		
COMMUNICATIONS TECHNICIAN *	\$ 20.67	\$ 42,994	\$	\$ 46,576	\$ 24.12	\$ 50,159	\$ 25.84	\$ 53,742	\$ 27.56	\$ 57,325		
SYSTEMS AUTOMATION ANALYST	\$ 20.67	\$ 37,619	\$	\$ 40,754	\$ 24.12	\$ 43,889	\$ 25.84	\$ 47,024	\$ 27.56	\$ 50,159		
SYSTEMS ENGINEER	\$ 20.67	\$ 37,619	\$	\$ 40,754	\$ 24.12	\$ 43,889	\$ 25.84	\$ 47,024	\$ 27.56	\$ 50,159		
DISABILITY CO-ORDINATOR	\$ 20.67	\$ 37,619	\$	\$ 40,754	\$ 24.12	\$ 43,889	\$ 25.84	\$ 47,024	\$ 27.56	\$ 50,159		
VIDEO PRODUCER *	\$ 20.67	\$ 42,994	\$	\$ 46,576	\$ 24.12	\$ 50,159	\$ 25.84	\$ 53,742	\$ 27.56	\$ 57,325		
FACILITIES SYSTEMS CO-ORDINATOR *	\$ 20.67	\$ 42,994	\$	\$ 46,576	\$ 24.12	\$ 50,159	\$ 25.84	\$ 53,742	\$ 27.56	\$ 57,325		
TELEPHONE SYSTEMS COORDINATOR	\$ 20.67	\$ 37,619	\$	\$ 40,754	\$ 24.12	\$ 43,889	\$ 25.84	\$ 47,024	\$ 27.56	\$ 50,159		
PROJECT CO-ORDINATOR	\$ 20.67	\$ 37,619	\$	\$ 40,754	\$ 24.12	\$ 43,889	\$ 25.84	\$ 47,024	\$ 27.56	\$ 50,159		
COMPENSATION ANALYST	\$ 20.67	\$ 37,619	\$	\$ 40,754	\$ 24.12	\$ 43,889	\$ 25.84	\$ 47,024	\$ 27.56	\$ 50,159		
CONFIGURATION ENGINEER	\$ 20.67	\$ 37,619	\$	\$ 40,754	\$ 24.12	\$ 43,889	\$ 25.84	\$ 47,024	\$ 27.56	\$ 50,159		
FRAUD INTAKE CO-ORDINATOR	\$ 20.67	\$ 37,619	\$	\$ 40,754	\$ 24.12	\$ 43,889	\$ 25.84	\$ 47,024	\$ 27.56	\$ 50,159		
RECORDS SYSTEMS TRAINER	\$ 20.67	\$ 37,619	\$	\$ 40,754	\$ 24.12	\$ 43,889	\$ 25.84	\$ 47,024	\$ 27.56	\$ 50,159		
COURT LIAISON OFFICER	\$ 20.67	\$ 37,619	\$	\$ 40,754	\$ 24.12	\$ 43,889	\$ 25.84	\$ 47,024	\$ 27.56	\$ 50,159		
EMPLOYMENT CO-ORDINATOR	\$ 20.67	\$ 37,619	\$	\$ 40,754	\$ 24.12	\$ 43,889	\$ 25.84	\$ 47,024	\$ 27.56	\$ 50,159		
LIBRARY TECHNICIAN	\$ 20.67	\$ 37,619	\$	\$ 40,754	\$ 24.12	\$ 43,889	\$ 25.84	\$ 47,024	\$ 27.56	\$ 50,159		
RECORDS SYSTEMS AUDITOR	\$ 20.67	\$ 37,619	\$	\$ 40,754	\$ 24.12	\$ 43,889	\$ 25.84	\$ 47,024	\$ 27.56	\$ 50,159		
ASSISTANT DRIVER TRAINER *	\$ 20.67	\$ 42,994	\$	\$ 46,576	\$ 24.12	\$ 50,159	\$ 25.84	\$ 53,742	\$ 27.56	\$ 57,325		
RADIO OPS. SYSTEMS COORDINATOR	\$ 20.67	\$ 37,619	\$	\$ 40,754	\$ 24.12	\$ 43,889	\$ 25.84	\$ 47,024	\$ 27.56	\$ 50,159		
BUILDING MAINTENANCE MECHANIC I *	\$ 20.67	\$ 42,994	\$	\$ 46,576	\$ 24.12	\$ 50,159	\$ 25.84	\$ 53,742	\$ 27.56	\$ 57,325		
FINANCIAL OFFICER	\$ 20.67	\$ 37,619	\$	\$ 40,754	\$ 24.12	\$ 43,889	\$ 25.84	\$ 47,024	\$ 27.56	\$ 50,159		
SAFETY VILLAGE ADMINISTRATOR	\$ 20.67	\$ 37,619	\$	\$ 40,754	\$ 24.12	\$ 43,889	\$ 25.84	\$ 47,024	\$ 27.56	\$ 50,159		
A.F.I.S. OPERATOR *	\$ 20.67	\$ 42,994	\$	\$ 46,576	\$ 24.12	\$ 50,159	\$ 25.84	\$ 53,742	\$ 27.56	\$ 57,325		
FREEDOM OF INFORMATION ANALYST	\$ 20.67	\$ 37,619	\$	\$ 40,754	\$ 24.12	\$ 43,889	\$ 25.84	\$ 47,024	\$ 27.56	\$ 50,159		
ALARM CO-ORDINATOR	\$ 20.67	\$ 37,619	\$	\$ 40,754	\$ 24.12	\$ 43,889	\$ 25.84	\$ 47,024	\$ 27.56	\$ 50,159		

**CIVILIAN WAGE SCHEDULE – Effective September 1, 2002**

SUPERVISOR, QM STORES	\$ 20.67	\$ 37,619	\$ 22.39	\$ 40,754	\$ 24.12	\$ 43,889	\$ 25.84	\$ 47,024	\$ 27.56	\$ 50,159
<b>GRADE 4 321-455 pts.</b>										
PRISONER ESCORT OFFICER *	\$ 17.54	\$ 36,473	\$ 19.00	\$ 39,512	\$ 20.46	\$ 42,552	\$ 21.92	\$ 45,591	\$ 23.38	\$ 48,630
HELP DESK ANALYST	\$ 17.54	\$ 31,914	\$ 19.00	\$ 34,573	\$ 20.46	\$ 37,233	\$ 21.92	\$ 39,892	\$ 23.38	\$ 42,552
IDENTIFICATION TECHNICIAN *	\$ 17.54	\$ 36,473	\$ 19.00	\$ 39,512	\$ 20.46	\$ 42,552	\$ 21.92	\$ 45,591	\$ 23.38	\$ 48,630
DIRECTIVES & ACCREDITATION CO-ORD	\$ 17.54	\$ 31,914	\$ 19.00	\$ 34,573	\$ 20.46	\$ 37,233	\$ 21.92	\$ 39,892	\$ 23.38	\$ 42,552
ADMINISTRATIVE ASSISTANT	\$ 17.54	\$ 31,914	\$ 19.00	\$ 34,573	\$ 20.46	\$ 37,233	\$ 21.92	\$ 39,892	\$ 23.38	\$ 42,552
TIMEKEEPER II	\$ 17.54	\$ 31,914	\$ 19.00	\$ 34,573	\$ 20.46	\$ 37,233	\$ 21.92	\$ 39,892	\$ 23.38	\$ 42,552
CRIME STOPPERS ASST CO-ORDINATOR	\$ 17.54	\$ 31,914	\$ 19.00	\$ 34,573	\$ 20.46	\$ 37,233	\$ 21.92	\$ 39,892	\$ 23.38	\$ 42,552
SCHEDULING CO-ORDINATOR	\$ 17.54	\$ 31,914	\$ 19.00	\$ 34,573	\$ 20.46	\$ 37,233	\$ 21.92	\$ 39,892	\$ 23.38	\$ 42,552
CPIC OPERATOR	\$ 17.54	\$ 31,914	\$ 19.00	\$ 34,573	\$ 20.46	\$ 37,233	\$ 21.92	\$ 39,892	\$ 23.38	\$ 42,552
COMMUNITY SERVICES OFFICER	\$ 17.54	\$ 31,914	\$ 19.00	\$ 34,573	\$ 20.46	\$ 37,233	\$ 21.92	\$ 39,892	\$ 23.38	\$ 42,552

**CIVILIAN WAGE SCHEDULE – Effective September 1, 2002**

CLASSIFICATION	Start		6 Months		12 Months		24 Months		36 Months		48 Months	
	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
<b>GRADE 4 321-455 pts.</b>												
BUILDING MAINTENANCE MECHANIC II *	\$ 17.54	\$ 36,473	\$ 19.00	\$ 39,512	\$ 20.46	\$ 42,552	\$ 21.92	\$ 45,591	\$ 23.38	\$ 48,630		
PURCHASING CLERK	\$ 17.54	\$ 31,914	\$ 19.00	\$ 34,573	\$ 20.46	\$ 37,233	\$ 21.92	\$ 39,892	\$ 23.38	\$ 42,552		
FLEET SYSTEMS CO-ORDINATOR	\$ 17.54	\$ 31,914	\$ 19.00	\$ 34,573	\$ 20.46	\$ 37,233	\$ 21.92	\$ 39,892	\$ 23.38	\$ 42,552		
SECURITY CONSOLE OPERATOR	\$ 17.54	\$ 31,914	\$ 19.00	\$ 34,573	\$ 20.46	\$ 37,233	\$ 21.92	\$ 39,892	\$ 23.38	\$ 42,552		
PROVINCIAL FIREARMS OFFICER	\$ 17.54	\$ 31,914	\$ 19.00	\$ 34,573	\$ 20.46	\$ 37,233	\$ 21.92	\$ 39,892	\$ 23.38	\$ 42,552		
WARRANTS/PROBATION CLERK	\$ 17.54	\$ 31,914	\$ 19.00	\$ 34,573	\$ 20.46	\$ 37,233	\$ 21.92	\$ 39,892	\$ 23.38	\$ 42,552		
WORDPRO/GRAPHICS OPERATOR	\$ 17.54	\$ 31,914	\$ 19.00	\$ 34,573	\$ 20.46	\$ 37,233	\$ 21.92	\$ 39,892	\$ 23.38	\$ 42,552		
PROPERTY CLERK	\$ 17.54	\$ 31,914	\$ 19.00	\$ 34,573	\$ 20.46	\$ 37,233	\$ 21.92	\$ 39,892	\$ 23.38	\$ 42,552		
FLEET SERVICE TECHNICIAN *	\$ 17.54	\$ 36,473	\$ 19.00	\$ 39,512	\$ 20.46	\$ 42,552	\$ 21.92	\$ 45,591	\$ 23.38	\$ 48,630		
PRISONER ESCORT CLERK	\$ 17.54	\$ 31,914	\$ 19.00	\$ 34,573	\$ 20.46	\$ 37,233	\$ 21.92	\$ 39,892	\$ 23.38	\$ 42,552		
MUGSHOT RETRIEVAL SYSTEM OPER. *	\$ 17.54	\$ 36,473	\$ 19.00	\$ 39,512	\$ 20.46	\$ 42,552	\$ 21.92	\$ 45,591	\$ 23.38	\$ 48,630		
PROCESS SERVER	\$ 17.54	\$ 31,914	\$ 19.00	\$ 34,573	\$ 20.46	\$ 37,233	\$ 21.92	\$ 39,892	\$ 23.38	\$ 42,552		
<b>GRADE 3 226-320 pts.</b>												
CRIMINAL RECORDS CLERK	\$ 15.86	\$ 28,872	\$ 17.19	\$ 31,278	\$ 18.51	\$ 33,684	\$ 19.83	\$ 36,091				
RECORDS SYSTEMS OPERATOR	\$ 15.86	\$ 28,872	\$ 17.19	\$ 31,278	\$ 18.51	\$ 33,684	\$ 19.83	\$ 36,091				
IDENTIFICATION CLERK	\$ 15.86	\$ 28,872	\$ 17.19	\$ 31,278	\$ 18.51	\$ 33,684	\$ 19.83	\$ 36,091				
SECRETARY I	\$ 15.86	\$ 28,872	\$ 17.19	\$ 31,278	\$ 18.51	\$ 33,684	\$ 19.83	\$ 36,091				
CRIME PREVENTION CLERK	\$ 15.86	\$ 28,872	\$ 17.19	\$ 31,278	\$ 18.51	\$ 33,684	\$ 19.83	\$ 36,091				
REPORT TAKER	\$ 15.86	\$ 28,872	\$ 17.19	\$ 31,278	\$ 18.51	\$ 33,684	\$ 19.83	\$ 36,091				
MVA/INSURANCE INFORMATION CLERK	\$ 15.86	\$ 28,872	\$ 17.19	\$ 31,278	\$ 18.51	\$ 33,684	\$ 19.83	\$ 36,091				
HEADQUARTERS RECEPTIONIST	\$ 15.86	\$ 28,872	\$ 17.19	\$ 31,278	\$ 18.51	\$ 33,684	\$ 19.83	\$ 36,091				
ALARM CLERK	\$ 15.86	\$ 28,872	\$ 17.19	\$ 31,278	\$ 18.51	\$ 33,684	\$ 19.83	\$ 36,091				
CENTRAL PAID DUTY CLERK	\$ 15.86	\$ 28,872	\$ 17.19	\$ 31,278	\$ 18.51	\$ 33,684	\$ 19.83	\$ 36,091				
FACILITIES CLERK	\$ 15.86	\$ 28,872	\$ 17.19	\$ 31,278	\$ 18.51	\$ 33,684	\$ 19.83	\$ 36,091				
CAREER DEVELOPMENT CLERK	\$ 15.86	\$ 28,872	\$ 17.19	\$ 31,278	\$ 18.51	\$ 33,684	\$ 19.83	\$ 36,091				
BENEFITS CLERK	\$ 15.86	\$ 28,872	\$ 17.19	\$ 31,278	\$ 18.51	\$ 33,684	\$ 19.83	\$ 36,091				

**CIVILIAN WAGE SCHEDULE – Effective September 1, 2002**

			17.19		18.51		19.83	
			\$		\$		\$	
HOUSEKEEPING SUPERVISOR *	\$ 15.86	\$ 32,997	17.19	\$ 35,747	18.51	\$ 38,496	19.83	\$ 41,246
			\$		\$		\$	
RECRUITING RECEPTIONIST	\$ 15.86	\$ 28,872	17.19	\$ 31,278	18.51	\$ 33,684	19.83	\$ 36,091
			\$		\$		\$	
CORRECTION RECORDS CLERK	\$ 15.86	\$ 28,872	17.19	\$ 31,278	18.51	\$ 33,684	19.83	\$ 36,091
			\$		\$		\$	
INVENTORY CLERK	\$ 15.86	\$ 28,872	17.19	\$ 31,278	18.51	\$ 33,684	19.83	\$ 36,091
			\$		\$		\$	
PUBLIC COMPLAINTS CLERK	\$ 15.86	\$ 28,872	17.19	\$ 31,278	18.51	\$ 33,684	19.83	\$ 36,091
			\$		\$		\$	
HUMAN RESOURCES RECEPTIONIST	\$ 15.86	\$ 28,872	17.19	\$ 31,278	18.51	\$ 33,684	19.83	\$ 36,091
			\$		\$		\$	
CLERK/COURIER – RECORDS	\$ 15.86	\$ 28,872	17.19	\$ 31,278	18.51	\$ 33,684	19.83	\$ 36,091
			\$		\$		\$	
PARTS CONTROL CLERK *	\$ 15.86	\$ 32,997	17.19	\$ 35,747	18.51	\$ 38,496	19.83	\$ 41,246
			\$		\$		\$	
FIREARMS CLERK	\$ 15.86	\$ 28,872	17.19	\$ 31,278	18.51	\$ 33,684	19.83	\$ 36,091
			\$		\$		\$	
SUMMONS & WARRANTS CLERK	\$ 15.86	\$ 28,872	17.19	\$ 31,278	18.51	\$ 33,684	19.83	\$ 36,091
			\$		\$		\$	
DISCLOSURE CLERK	\$ 15.86	\$ 28,872	17.19	\$ 31,278	18.51	\$ 33,684	19.83	\$ 36,091
			\$		\$		\$	
STENOGRAPHER I	\$ 15.86	\$ 28,872	17.19	\$ 31,278	18.51	\$ 33,684	19.83	\$ 36,091
			\$		\$		\$	
CLERK I	\$ 15.86	\$ 28,872	17.19	\$ 31,278	18.51	\$ 33,684	19.83	\$ 36,091

**CIVILIAN WAGE SCHEDULE – Effective September 1, 2002**

CLASSIFICATION	Start		6 Months		12 Months		24 Months		36 Months		48 Months	
	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
<b>GRADE 3 226-320 pts.</b>												
DATA ENTRY CLERK	\$ 15.86	\$ 28,872	\$ 17.19	\$ 31,278	\$ 18.51	\$ 33,684	\$ 19.83	\$ 36,091				
SWITCHBOARD OPERATOR	\$ 15.86	\$ 28,872	\$ 17.19	\$ 31,278	\$ 18.51	\$ 33,684	\$ 19.83	\$ 36,091				
<b>GRADE 2 131-225 pts.</b>												
CLERK TYPIST II	\$ 14.74	\$ 26,834	\$ 15.97	\$ 29,070	\$ 17.20	\$ 31,306	\$ 18.43	\$ 33,543				
CIVILIAN MONITOR	\$ 14.74	\$ 26,834	\$ 15.97	\$ 29,070	\$ 17.20	\$ 31,306	\$ 18.43	\$ 33,543				
COURT CLERK	\$ 14.74	\$ 26,834	\$ 15.97	\$ 29,070	\$ 17.20	\$ 31,306	\$ 18.43	\$ 33,543				
TAILOR	\$ 14.74	\$ 26,834	\$ 15.97	\$ 29,070	\$ 17.20	\$ 31,306	\$ 18.43	\$ 33,543				
CLERK II	\$ 14.74	\$ 26,834	\$ 15.97	\$ 29,070	\$ 17.20	\$ 31,306	\$ 18.43	\$ 33,543				
CLERK/COURIER	\$ 14.74	\$ 26,834	\$ 15.97	\$ 29,070	\$ 17.20	\$ 31,306	\$ 18.43	\$ 33,543				
MAINTENANCE *	\$ 14.74	\$ 30,668	\$ 15.97	\$ 33,223	\$ 17.20	\$ 35,778	\$ 18.43	\$ 38,334				
MICROFILM CLERK	\$ 14.74	\$ 26,834	\$ 15.97	\$ 29,070	\$ 17.20	\$ 31,306	\$ 18.43	\$ 33,543				
<b>GRADE 1 36-130 pts.</b>												
CLEANER *	\$ 13.23	\$ 27,528	\$ 14.40	\$ 29,957	\$ 15.57	\$ 32,386						

\* -denotes 2080 hours per year

NOTE: The rate of pay for a student employed in accordance with the terms of this Agreement shall be fixed at 80% of the maximum rate for that classification.



## **SCHEDULE "B"**

### **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.



# Grievance Form

Association \_\_\_\_\_  
 Member \_\_\_\_\_  
 Unit/Bureau \_\_\_\_\_  
 Supervisor \_\_\_\_\_

**Grievance No.** \_\_\_\_\_  
 Badge No. \_\_\_\_\_  
 Classification \_\_\_\_\_

Statement of Alleged Violation

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Article(s) Allegedly Violated

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and any other relevant Article of the Collective Agreement

Statement of Facts to Support Grievance

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Statement of Redress Sought

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Signature of Member/Association Representative \_\_\_\_\_

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



**SCHEDULE "D"**

The parties agree that the following list of classifications shall be excluded from the Civilian Collective Agreement in accordance with Article 2.01(f):

1. Executive Director, Police Services Board
2. Executive Assistant, Police Services Board
3. Administrative Assistant, Police Services Board
4. Chief Administrative Officer – Corporate Services
5. Associate Administrator
6. Director of Business Services
7. Director of Human Resources
8. Director of Information Technology Services
9. Manager, Business Planning & Analysis
10. Manager, Corporate Recruiting & Development
11. Manager, Organizational Development
12. Manager, Fleet Services
13. Manager, Facilities Services
14. Manager, Telecommunication Systems Services
15. Manager, Inventory & Property
16. Administrator, Business Programs
17. Executive Assistant to the Chief of Police
18. Executive Assistant, Operations
19. Executive Assistant, Corporate Services
20. Executive Assistant, Field Ops., Ops. Support, & Ops. Services

**SCHEDULE "E"**

**INTERNAL EQUITY PLAN**

Schedule "B" of the Collective Agreement shall be replaced with the following Internal Equity Plan:

- a) The current fourteen (14) band point-factor classification system shall be replaced with a seven (7) band system effective August 19, 1999.
- b) Subject to paragraph (l) below, the existing job evaluation "tool" including the factor rating, factor weighting and Position Analysis Questionnaires previously agreed by the Parties remain in effect.
- c) That for each of the seven (7) bands a corresponding point minimum and point maximum be assigned as:

Band Number	Point Minimum	Point Maximum	Point Spread
1	36	130	95
2	131	225	95
3	226	320	95
4	321	455	135
5	456	590	135
6	591	725	135
7	726	860	135

- d) That all currently rated job classifications shall be placed in the band corresponding to that classification's factor-point rating.
- e) For each of the seven (7) bands in the system, an hourly minimum and maximum rate be established that will apply to all classifications within that band. All new or reclassified positions will be paid at the new established rates for the appropriate band.
- f) Progression from the minimum (start) rate in a band to the maximum rate shall be through predetermined increments or "steps". The higher the band, the greater the number of steps required to achieve the maximum rate, including the start rate as follows:

Band 1	3 steps to maximum including the start rate
Band 2 and 3	4 steps to maximum including the start rate
Band 4 and 5	5 steps to maximum including the start rate
Band 6 and 7	6 steps to maximum including the start rate

- g) The rate of progression from one step to the next shall be in accordance with the following schedule:

Step 1 -	Start rate
Step 2 -	6 Months
Step 3 -	12 Months
Step 4 -	24 Months
Step 5 -	36 Months
Step 6 -	48 Months

- h) Consistent with the number of steps increasing towards the higher bands, the start rates for each band are established as a percentage differential to the maximum rate as follows:

Band 1	Start rate set at 85% of maximum rate
Band 2 and 3	Start rate set at 80% of maximum rate
Band 4 and 5	Start rate set at 75% of maximum rate
Band 6 and 7	Start rate set at 70% of maximum rate

- i) In accordance with the foregoing principles, the rate structure shall be implemented effective August 19, 1999.
- j) Employees earning in excess of the band rate for her/his classification shall be red circled as of August 19, 1999 and in respect of increases arising thereafter.
- k) Employees who are not at the maximum rate and whose rate does not correspond to any of the new steps of progression shall be moved to the highest step closest to her/his rate.
- l) The parties agree the Joint Job Evaluation Committee shall review the existing job evaluation system (factor weighting and questionnaire), by December 31, 1999. The parties agree to review, analyze, and modify – if appropriate or to select an alternative system for maintenance of pay equity in compliance with the Pay Equity Act. The parties may retain job evaluation experts of their choice to assist with the review.

In the event the parties are unable to reach agreement by December 31, 1999 on the job evaluation tool to be used, to achieve compliance with the Pay Equity Act, the issue is to be referred to binding arbitration before an arbitrator with experience/expertise in job evaluation systems. The parties at their option may appoint their job evaluation experts to sit as members of a board of arbitration. Such arbitrator or board of arbitration may decide any issue in dispute with respect to whether the existing system is appropriate within the meaning of the Pay Equity Act as the comparison system to evaluate positions (changed or new), and what, if any, modifications or alternative system is required to ensure compliance with the Act. The job evaluation system as amended pursuant to the above review, and/or arbitration, will then be used by the parties in evaluating existing and new jobs and maintaining pay equity in the bargaining unit in accordance with existing articles of the Collective Agreement. If the parties fail to agree on an arbitrator or chair for board of arbitration the Honourable George Adams will appoint such arbitrator.

On the basis of the above job evaluation system review, and implementation of the Internal Equity Plan as provided herein, the Association withdraws its Pay Equity Complaint and will recommend to the Records Supervisors withdrawal of that complaint for which the Association is an agent. The Association will take no position with the Pay Equity Commission that is inconsistent with the withdrawal of its Complaint.

## 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. STATUS CHANGE – CLEANER CLASSIFICATION

For the Cleaner classification, all members having greater than or equal to an average of 35 hours per week, based on calendar year 2002, shall be converted to full time 2080 hour status. Those members having an average of less than 35 hours per week shall remain part time.

3. REFERRAL OF WAGE INCREASE (SCHEDULE “B”) TO MEDIATION/ARBITRATION

The parties herein agree that since they have not been able to reach agreement on the wage increase for the Civilian Members that this issue shall be referred to mediation/arbitration in accordance with Section 122 of the Police Services Act. The parties agree that a mediator/arbitrator as mutually agreed, or appointed by the Chair of the Arbitration Commission, shall be the mediator/arbitrator selected to determine this issue. The parties shall endeavour to complete the mediation/arbitration as soon as possible.

## LETTERS OF UNDERSTANDING

### 1. COMMUNICATION CENTRE SHIFT SCHEDULE

The parties agree that for the term of this Civilian Collective Agreement expiring December 31<sup>st</sup>, 2002, and notwithstanding the provisions of Article 7.01 respecting Hours of Work and Overtime, the normal work week for civilian members in the Communicator and Communications Supervisor classifications shall consist of thirty-five (35) hours per week, exclusive of a one-half (1/2) hour unpaid lunch period.

It is further agreed that either party may revert to the requirement for a one (1) hour unpaid lunch period upon at least seventy (70) calendar days' written notice specifying the date upon which such reversion shall be effective.

### 2. OBSOLESCENCE OF A POSITION

The Board agrees to discuss the displacement and possible accommodation of employees as a result of obsolescence of position(s) covered by the Civilian Collective Agreement.

### 3. DESIGNATED PARKING

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

### 4. USE OF PART-TIME PRISONER ESCORT OFFICERS WITHIN THE COURTS BUREAU

Whereas the Board has advised the Association of its intentions to use part-time Prisoner Escort Officers within the Courts Bureau;

And whereas the Association has raised concerns on the effect that the use of part-time Prisoner Escort Officers will have on full-time Prisoner Escort Officers;

And whereas the Parties are desirous of resolving these issues;

Now therefore the Parties agree as follows:

- (i) That this Letter of Understanding shall be appended to the Civilian Collective Agreement and shall be enforceable under its terms and conditions;
- (ii) That for the term of the Civilian Collective Agreement (expiring December 31<sup>st</sup>, 2002) no full-time member within the Prisoner Escort Officer classification shall have his/her normal hours of work reduced or be subject to displacement or layoff as a result of the introduction and use of part-time members working within the same classification within the Courts Bureau;
- (iii) That the Board agrees to fill any permanent vacancies in the full-time Prisoner Escort Officer complement with full-time employees;
- (iv) That all such part-time members shall be governed by the terms of the Civilian Collective Agreement respecting part-time employment;



- (v) That the Board at its sole discretion, subject to operational requirements, shall determine the scheduling and the number of part-time members it shall require;
- (vi) That all available part-time work opportunities, for part-time members shall be scheduled by the Board and assigned on a rotational basis. Should a part-time member decline the opportunity as it becomes available, such part-time member shall be placed at the bottom of the rotational list. Where possible, a part-time member shall be given 24 hours notice of work opportunities;
- (vii) That work performed by part-time members in excess of the normal daily and/or weekly hours specified by Article 6.01 shall be paid at the rate of time and one-half (1-1/2) the member's regular hourly rate and the subject Article 6.04 of the Civilian Collective Agreement;
- (viii) That nothing in this Letter of Understanding or in the Collective Agreement shall be construed as providing any guarantees as to the hours of work per day or per week or when part-time members commence or end hours of work;
- (ix) This amendment shall become effective date of ratification and shall remain in effect for the term of the Collective Agreement expiring December 31<sup>st</sup>, 2002.

**LETTERS OF AGREEMENT****1. RESPECTING ARTICLE 4.04 AND RELATED GRIEVANCES**

Whereas the current collective agreement for “Civilian Members”, provides that a member and/or a party to this Agreement may refer a concern about a classification to the Joint Job Evaluation Committee as per Article 4.04;

And whereas there is currently a grievance(s) alleging that the “evaluation tool” used by the Board for evaluating job classifications is not in compliance with the Pay Equity Act;

And whereas this matter is currently the subject of a grievance that is proceeding to arbitration;

Therefore be it resolved that during the term of this Agreement the re-evaluation of existing classifications shall be confined to those classifications listed on the attached Appendix “B” with an amendment to include the outstanding positions of Prisoner Escort Officer and Safety Village Administrator.

It is further agreed that this Letter of Agreement is entered into on a without prejudice or precedent setting basis and shall not be relied upon by either Party for any other purpose other than its stated intent.

## APPENDIX "B"

### Positions to be Re-evaluated

<u>Position</u>	<u>Department</u>
Analyst	All Divisions
Analyst	Crimes Against Persons
Analyst	Crimes Against Property
Analyst	Research & Development
Crime Analyst	Intelligence
Clerk I	Forensic Identification Services
Clerk I	Telecommunications
Clerk/Courier	Records Services
Courier	Records Services
Clerk Typist II	Crime Prevention
Clerk Typist II	Staff Services
Clerk Typist II (part time)	Training Bureau
Correction Records Clerk	Records Services
Court Liaison Officer	Court Services
Data Entry Clerk	Fleet Management
Data Entry Clerk	Court Bureau
Data Entry Clerk	Records Services
Disclosure Clerk	Case Management
Fraud Intake Co-ordinator	Fraud Bureau
Help Desk Co-ordinator	Computer Services
Identification Technician	Forensic Identification Services
Insurance Clerk	Records Services
Mechanic A	Fleet Management
Microfilm Clerk	Records Services
Operations Analyst Co-ordinator	Research & Development
P.E.O. Supervisor	Court Bureau
Process Server	Summons Bureau
Records Systems Operator	Records Services – all platoons
R.S.O.- C.P.I.C.	Records Services
R.S.O. – Warrants	Records Services
Secretary I	Directives Management
Secretary I	Records Services
Secretary I	Research & Development
Serviceperson	Fleet Management
Statistician	Human Resources
Statistician	Recruiting Bureau
Statistician	Records Services
Stenographer I	Communications
Stenographer II	Field Support Services
Stenographer II	Records Services
Stores Clerk	Q.M. Stores & Property
Supervisor, Directives	Directives Management
Supervisor, Comp. & Benefits	Human Resources
Supervisor, Employment	Human Resources
Systems Automation Analyst	Computer Services
Webmaster	Research & Development

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

This "Aide Memoire" is agreed to by the Board, the Peel Regional Police Association (the "Association") and the Senior Officers' Association in connection with the operation of provisions of Article 4.03 of the Uniform Collective Agreement, Article 4.07 of the Civilian Collective Agreement, and the Senior Officers' Letter of Understanding, which are the provisions dealing with Anti - Sexual and Racial Harassment:

1. The "Policy" referred to in clause (a) is PRP Directive 1-A-205(F).
2. Reference is made in clause (f) to "the parties". In the first sentence, "the parties" refers to the Board and the Association and the Senior Officers' Association. In the last sentence, "the parties" refers to the complainant and the person who is the subject of the complaint, as well as the Board and the Investigator. As noted, the discussion may also include the Association and the Senior Officers' Association if either the complainant or the person who is the subject of the complaint is a member of either organization.
3. A question has arisen as to how an arbitrator would be selected. An attempt would be made initially to select the arbitrator by consensus of the Board, the Association (assuming the Association represents either the complainant or the person who is the subject of the complaint), and the Senior Officers' Association (assuming that organization represents either the complainant or the person who is the subject of the complaint). If an arbitrator cannot be selected by this method, the Board and the Associations agree that the method of determining the selection or appointment of an arbitrator shall be as provided for under the Grievance Procedures of the respective Collective Agreement, or pursuant to the provisions of the Police Services Act, as if it were a grievance under the Collective Agreement.