



UNIFORM WORKING AGREEMENT

2010 – 2012



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LETTERS OF UNDERSTANDING

NOTE: Titles are intended to be used as guidelines and not interpretive aids.

BETWEEN:

THE REGIONAL MUNICIPALITY OF YORK POLICE SERVICES BOARD

(hereinafter called the "Board")

- and -

THE YORK REGIONAL POLICE ASSOCIATION

on behalf of the Members of the York Regional Police

(hereinafter called the "Association")

WHEREAS the parties hereto agree to enter into these presents for the purpose of effectively defining, determining, and providing for remuneration and pensions, sick leave credits, grievance procedures and such working conditions of the members of the Police presently and hereinafter appointed, except such working conditions as are governed by regulations made under and pursuant to the Police Services Act, as shall be negotiated from time to time; and

WHEREAS it is desirable for the purpose of maintaining the efficient operation of the Police that harmonious relations be established between the parties and it is so to this end that the provisions hereto be made whereby grievances and disputes and other matters relative to the welfare of the parties and those they represent may be discussed and settled amicably; and

WHEREAS the parties hereto each with the other have reached an Agreement with respect to the above matters for the years 2010 to 2012 and any extension thereof; and

WHEREAS should it be necessary or expedient, all matters in dispute or all differences between the parties hereto, arising from the interpretation, application or administration of this Agreement, working conditions generally including any question as to whether a matter is subject to arbitration or any decision or award, shall provide for final and binding settlement by the procedures of arbitration, pursuant to the Police Services Act, R.S.O. 1990, Chapter 10 as amended;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT the parties hereto, in consideration of the premises and mutual covenants hereinafter contained, agree each with the other as follows:

ARTICLE 1 – INTERPRETATION & DEFINITIONS

- 1.1 In this Agreement "member" means a member presently and hereinafter appointed to the York Regional Police holding office under oath according to statute.
- 1.2 "Service" shall commence and be computed from the date of being sworn into office and shall mean continuous service as a member of the York Regional Police. For the purpose of clarity, all references to service within this Working Agreement mean continuous service unless otherwise specifically stated. **(Amended effective July 2, 2009)**
- 1.3 "Fourth Class Constable" means a constable who has not been reclassified to a higher rank provided that any member who has served for a period of one (1) year as a Fourth Class Constable shall be eligible for reclassification.
- 1.4 "Third Class Constable" means a constable who has served for a period of one (1) year as a Fourth Class Constable and who has been recommended for reclassification by the Chief of Police to Third Class Constable and such reclassification has been approved by the Board.
- 1.5 "Second Class Constable" means a constable who has served for a period of at least one (1) year as a Third Class Constable and who has been recommended by the Chief of Police for reclassification to Second Class Constable and such reclassification has been approved by the Board.
- 1.6 "First Class Constable" means a constable who has served for a period of at least one (1) year as a Second Class Constable and who has been recommended for reclassification to First Class Constable by the Chief of Police and such reclassification has been approved by the Board.
- 1.7 Nothing in this Article shall exclude the possibility of a constable being appointed or reclassified within the rank of constable by the Board upon the recommendation of the Chief of Police under special circumstances.
- 1.8 "Paid Duty" means any duty of a police nature carried out in uniform or plainclothes, as the circumstances dictate, by a member otherwise off duty at the request of and paid by a private individual or organization and with the prior authorization of the Chief of Police.
- 1.9 "Exigencies of the service" means emergency needs of the service.
- 1.10 "Cadet" means a person appointed pursuant to Section 51 of the Police Services Act in anticipation of either being appointed to the York Regional Police as a police officer or being released.

ARTICLE 2 – RECOGNITION, SCOPE & MANAGEMENT RIGHTS

2.1 The Board recognizes the Association as the exclusive bargaining agent of the members and shall bargain in good faith with a negotiating committee of the Association.

2.2 The Association agrees that nothing in this Agreement shall be construed as imposing any personal liability upon any person who from time to time is a member of the Board.

2.3 The Board and the Association agree that the terms of this Agreement shall apply to all members of York Regional Police except those ranks of Inspector and above, Special Constables and Civilians.

2.4 The Board and the Association agree that this Agreement is to be read with all changes of number and gender required by the context.

2.5 The Association acknowledges that it is the responsibility of the Board to:

- (a) hire, classify, promote, transfer or demote any member of the Police Service;
- (b) generally supervise and administer the affairs of the Police Service.

The Board agrees that the exercise of any of the above responsibilities shall be consistent with the provisions of this Agreement and shall be consistent with the provisions of the Ontario Human Rights Code and the Police Services Act and the regulations thereto. **(Amended effective July 2, 2009)**

If a member claims the Board has exercised any of the functions outlined in this section in a discriminatory manner or without reasonable cause, then such a claim may be the subject of a grievance under the provisions of the grievance procedure outlined in this Agreement.

ARTICLE 3 - RELATIONSHIP

3.1 The Board agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Board or its representatives against any member of the Association by reason of his membership in the Association and that membership in the Association by those eligible to participate will not be discouraged.

3.2 The Board agrees that it will not exert any improper influence on the members directly or indirectly in connection with or relative to any matter which is being negotiated by the Association or the Negotiating Committee.

3.3 The Association agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Association or its membership

against any member of the York Regional Police who is not a member of the Association.

ARTICLE 4 - BARGAINING

- 4.1 The Board and the Association agree that should it be necessary to refer any or all matters in dispute to arbitration the matter or matters shall be dealt with in accordance with the provisions of the Police Services Act.
- 4.2 The Board and the Association agree that in the event of arbitration each party will assist the other to ensure that witnesses will be present and every reasonable effort will be made to facilitate and ensure their attendance.
- 4.3 Each member shall be provided with a copy of the new working agreement, unless the parties agree otherwise.

ARTICLE 5 - GRIEVANCES AND COMPLAINTS

- 5.1 It is the mutual desire of the parties hereto that grievances and complaints relative to this Agreement or working conditions generally shall be adjusted as quickly as possible.
- 5.2 The Grievance and Complaint Procedure shall be in accordance with the provisions of the Police Services Act and the parties hereto agree that when a difference arises between the parties hereto, or those they represent in connection with or relative to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or any decision or award made subsequent thereto, the procedures as outlined in Schedule "A" to this Agreement shall apply.

ARTICLE 6 - SICK LEAVE, CENTRAL SICK BANK & MEDICAL NOTES

- 6.1 The parties hereto adopt the Sick Leave Plan as set out in Schedule "B" annexed hereto.
- 6.2
- (a) Management may request that a member who is absent from duty by reason of illness for more than five (5) eight hour consecutive days or four (4) 12 hour consecutive days submit a medical certificate to the Chief of Police.
 - (b) Management will not request information from a medical practitioner without obtaining appropriate consent from the member. The member agrees to provide consent.
 - (c) Any costs incurred by a member in order to comply with this Article shall be paid by the Board.

- (d) The parties recognize the confidentiality of health and medical information of a member shall not be divulged to a third party without the member's explicit and informed consent or as otherwise required by law.

6.3 Each member shall contribute one (1) day of his accumulated sick leave to the Central Sick Leave Bank and shall give additional days as required. A member who continues to be medically unfit for duty after he has exhausted his sick leave credits may draw from this Central Sick Leave Bank. Before any member is allowed to draw from the Central Sick Leave Bank he must submit a medical report from his physician for consideration by the Association who will determine the member's eligibility to draw from the Central Sick Leave Bank. The decision of the Association with respect to the member's eligibility to draw from the said Bank shall be subject to the approval of the Board.

ARTICLE 7 - PENSIONS

7.1 The Board and the Association mutually agree that each member shall be entitled on retirement, resignation or dismissal or, in the event of the death of a member, the member's dependant shall be entitled, to the pension and benefits provided pursuant to the following plans under the Ontario Municipal Employees Retirement System Act, namely:

- (a) the OMERS Basic Pension Plan, commonly known as the Final Average Earnings Plan (F.A.E.);
- (b) the OMERS Supplementary Type One, two (2) percent benefit, Pension Plan, past service benefits only;
- (c) the OMERS Supplementary Type Three Pension Plan with respect to thirty (30) years of service only;
- (d) A cadet shall be covered by the terms of the NRA60 (police) OMERS Pension Plan subject to the terms and conditions of the OMERS Act.

7.2 (A) With respect to the pension described in Clause (a) in Article 7.1, the contribution of the Board and of each member shall be in accordance with the rates as prescribed from time to time in the Ontario Municipal Employees Retirement System Act and the regulations made thereunder.

- (B) With respect to the pension described in Clause (b) of Article 7.1, the Board shall contribute one hundred (100) percent of the cost of providing past service benefits.
- (C) With respect to the pension described in Clause (c) of article 7.1, the Board shall contribute one hundred (100) percent of the cost of providing future service and past service benefits.

ARTICLE 8 - SALARIES

- 8.1 The Board agrees that, in accordance with this Agreement, the annual salary of each member shall be as set forth hereto in Schedule "C" and made part of this Agreement. In calculating Length of Service, it is agreed and understood that service with the York Regional Police shall include all time spent as a cadet, sworn officer, or civilian. In calculating Length of Service for those members hired on or before January 1, 2007 only, it is agreed and understood that service shall also include "outside service", defined as time spent as a cadet while at Ontario Police College or sworn officer of any recognized Canadian police service, including military police. It will be the member's responsibility to provide proof of Outside Service, which shall consist of a signed letter from an authorized representative of a recognized Canadian police service confirming start and end dates of employment as well as positions held.
- 8.2 The salaries of the members shall be paid by the Board through the Finance Department of the Regional Municipality of York and shall be paid at bi-weekly intervals.
- 8.3 A cadet who has successfully completed all components of recruit training at Ontario Police College shall as soon as possible be appointed as a Fourth Class Constable. Such appointment shall be made no later than 30 days after notice of successful completion of training is received by York Regional Police.

ARTICLE 9 - HOURS OF WORK, CALL-BACK, SHIFT PREMIUMS & STAND-BY

- 9.1 (A) The normal weekly period of work for members assigned to an eight (8) hour shift shall be of five (5) days duration and each daily tour of duty shall consist of eight (8) consecutive hours to constitute a work week of forty (40) hours. Such members shall be allowed sixty (60) minutes for lunch. If required, a member shall spend fifteen (15) minutes of his lunch hour writing reports, completing investigations, case preparations, or any other similar requirements relating to the member's duties before resuming his detail. If a member does not receive at least one-half (1/2) of an hour lunch, he shall be compensated for any lost time at straight time rates.
- (B) The normal weekly period of work for members assigned to a ten (10) hour shift shall be forty (40) hours per week, consisting of ten (10) consecutive hours per day, determined by averaging the hours of work. Such members shall be allowed seventy-five (75) minutes for lunch. If required, a member shall spend fifteen (15) minutes of his lunch hour writing reports, completing investigations, case preparations, or any other similar requirements relating to the member's duties before resuming his detail. If a member does not receive at least 35 minutes for lunch, he shall be compensated for any lost time at straight time rates.
- (C) The normal weekly period of work for members assigned to a Compressed Work Week ("CWW") shall be set out in Schedule D of this Agreement.

- 9.2 The Board agrees that subject to the exigencies of the service, as determined by the Chief of Police, a member's days off in each week shall be consecutive and that such days off shall rotate so that each member receives approximately the same number of weekends during the calendar year.

Call-back

- 9.3 (A) "Call-back" means the calling back of a member to duty after he has reported off duty and before his next following period of duty, but does not include call-back to face disciplinary action or call-back not more than one hour prior to a member's regular period of duty where the member is given compensating time off therefore at the end of such period of duty, nor shall it include any additional duty which has been previously posted or where a member has received at least seventy-two (72) hours notice, in writing or verbally, provided that such time is confirmed on the posted duty roster that such additional duty has to be performed.
- (B) Call back compensation will be calculated based on the time members physically report for duty at the building to which they are normally assigned or the location to which they are called out.
- (C) Call back compensation will be calculated based on the time the call back is received for members assigned to the following units only: Child Abuse; Sexual assault; Hold up; Special Services; Drugs and Vice Auto/Cargo Recovery; Intelligence; Homicide; Forensic Identification; Emergency Response Unit; Air Support; Canine; Incident Response (Public Order and Search and Rescue); Marine/Underwater Recovery; Traffic Collision Reconstruction; Professional Standards; Corporate Communications; High Risk Offender Unit; and Information Technology.
- In certain circumstances, and with the prior approval of a Senior Officer, members of the units listed in 9.3(C) above, may complete the call back requirements without the member physically reporting for duty at the building to which he is normally assigned or the location to which he is called out, as required in 9.3(B). In the event that the member appropriately completes a call back without physically attending at the location to which he is normally assigned or called out, a Senior Officer must sign off on the completion of the call back.
- (D) The member shall be credited with three (3) hours at time and one half for the first hour or part thereof of each call-back. The member shall be credited for overtime, in accordance with Article 10.2, upon the completion of the first hour of each call-back.

Scheduling

9.4 The Board agrees that the days and hours of work of each member shall at all times be decided by the Chief of Police and except in a case of an emergency, he shall give consideration to the following:

- (a) No member shall be required to work a shift of less than eight (8) hours;
- (b) There shall be at least eight (8) hours off duty between shifts;
- (c) Members assigned to rotating shifts shall, subject to the exigencies of the service, regularly rotate from one shift to another so that an equal amount of time will be spent by a member on each shift, provided, however, that by mutual consent between a member and the Unit Commander of his District, a member may spend more time on one shift than any other.

9.5 Deleted

9.6 Each member's daily duty roster shall be posted six (6) weeks in advance of each shift but such daily duty roster shall be subject to change depending upon the exigencies of the service as determined by the Chief of Police whose discretion in this regard shall be exercised reasonably.

9.7 **Shift Premiums**

- (A) A member who is scheduled to work on the Compressed Work Week Schedule, as set out in Schedule D of this agreement, shall receive a \$250 per annum shift premium.
- (B) A member, not covered by paragraph (A), who is scheduled to work on a schedule which includes shifts with varying start times shall receive a \$150 per annum shift premium. Shifts with varying start times are defined as shift schedules which include a shift with a start time at 11:00 a.m. or later.
- (C) If a member is scheduled to work a shift schedule set out in paragraphs (A) or (B) for less than a full calendar year, he or she shall receive a pro rata amount for the actual amount of time he or she was scheduled to work on the applicable shift rotation.
- (D) Any shift premium pay owing to a member in accordance with paragraphs (A) or (B) shall be paid to the member on the first pay cheque of December in each calendar year.
- (E) The payment of any shift premium pay shall be in addition to a member's salary but shall not be included for the purpose of calculating overtime pay rates.

Effective January 1, 2011, the shift premium set out in paragraph (A) shall increase to \$300 and the shift premium set out in paragraph (B) shall increase to \$175.

Effective January 1, 2012, the shift premium set out in paragraph (A) shall increase to \$350 and the shift premium set out in paragraph (B) shall increase to

\$200. (Amended effective January 1, 2010)

Stand-by

- 9.8 Members who are required to be on “stand-by” – defined as those occasions where a member is directed or scheduled by a Senior Officer to be personally available to report for work and capable of performing duties without impairment of any kind – shall be provided with two (2) hours in their overtime bank for every day that they are so directed and scheduled.

Members on stand-by must be 1) immediately accessible by telephone or pager, 2) must report for duty within one (1) hour and fifteen (15) minutes of notification, barring exceptional and uncontrollable circumstances, 3) must be capable of performing duties without impairment of any kind at all times and 4) may not refuse the call-out. It is understood and agreed that answering telephone calls without being directed or scheduled as on stand-by by a Senior Officer is not compensable as stand-by duty.

In the event that a member on stand-by is required to attend at work the member shall also be compensated in accordance with the call-back provision in addition to any other applicable provisions of this agreement.

ARTICLE 10 - OVERTIME

- 10.1 (A) "Overtime" means time continuously spent on duty of at least thirty (30) minutes duration over a member's normal hours of duty on any shift.

- (B) "Year" means calendar year.

- 10.2 Overtime worked on any shift shall be calculated to the nearest hour or half hour, as the case may be.

- 10.3 Overtime, subject to the provisions of Articles 10.6, 11.4 (A), 11.4 (B) and 11.5, shall accumulate and shall be recorded at the rate of one and one-half (1-1/2) hours for each additional hour of overtime worked, or pro rata.

- 10.4 A member may elect to take time off in lieu of payment in cash for any or all of the recorded overtime accumulated to the credit of the member. When payment is requested it shall be processed in a timely fashion.

If a member elects to have time off in lieu of any or all of his recorded overtime, such time off in lieu shall be subject to the exigencies of the service and approval of the Chief of Police or his or her designate. The time off so approved shall be deducted from the member's recorded overtime balance.

In any event, all recorded overtime standing to the credit of the member on December 31st of each calendar year shall be paid, at the member's then hourly rate of pay, on or before January 31st of the next calendar year.

A member may elect to carry over a portion of his overtime, not to exceed forty (40) hours (48 hours in the case of members working a Compressed Work Week as outlined in Schedule D), to the following year for the purpose of taking time off in lieu of payment in cash. In order to take advantage of this option, each member must advise the Chief of Police, in writing, of his or her intention to do so by November 30 of the calendar year in which the overtime was earned and must commit to taking the time in lieu.

Such time off must be taken prior to the end of the next calendar year or, if appropriate, it will be paid out to the member at the base rate applicable at December 31 in the year in which it was earned. Such overtime carried over must not be taken in peak times, defined as June 15th through September 15th and December 15th through January 2nd, and is subject to the exigencies of the Service and approval of the Chief of Police or his designate. It is further understood and agreed that the scheduling of any carried over overtime will not result in any member's scheduled vacation being cancelled or bumped, regardless of seniority.

- 10.5 An accurate record shall be kept in which all overtime is properly credited to the member.
- 10.6 When a member is required to stand by at any designated location during his normal off duty time, he shall be entitled to a minimum of three (3) hours pay at straight time to be paid in accordance with Article 10.4.

ARTICLE 11 - COURT TIME

- 11.1 "Court" includes a commission of inquiry, including a Departmental trial or hearing and a statutory tribunal.
- 11.2 (A) "Court time" means time spent by a member during his off duty hours in attendance before any court under subpoena or court appearance notice or as otherwise authorized by the member's supervisor where the member attends court in his capacity as a police officer. Court time shall not include time spent in court for personal reasons.
- (B) No member shall be entitled to call-back time, court time or overtime by reason only of his appearance before any tribunal as a person charged under the provisions of the Police Services Act of Ontario or any Regulations made pursuant thereto.
- 11.3 "Court sessions" for the purpose of this section shall mean either: (1) a sitting of the court commencing with its opening in the morning and terminating in its adjournment for lunch; or (2) a sitting commencing after lunch and

adjourning for the evening or for an evening meal; or (3) a sitting commencing in the evening as a night court or after an evening meal until its adjournment. Any of the three (3) aforementioned sittings or part thereof shall, for the purpose of calculating court time, each constitute a separate court session.

11.4 (A) Subject to the provisions of Section 11.4 (B), 11.5, 11.6 and 11.8, for the purposes of recording and calculating compensation, court time shall be treated as overtime with a minimum of four (4) hours for each separate court session thereof and shall be paid in accordance with Section 10.4.

(B) When a member is required to attend a morning court session as defined in Section 11.3 (1), after he has worked a posted midnight shift that ends at 6 a.m., 7 a.m. or 8 a.m., the member's accumulated overtime record shall be credited, at straight time, from the later of 7 a.m. and the actual time between the completion of the member's tour of duty, which shall include any regular overtime worked by the member after the end of his shift, to the commencement time of the morning court session. Any time worked by a member after his or her regular tour of duty shall be paid at overtime rates. Any time credited to the member's accumulated overtime record in accordance with this provision shall be paid in accordance with Section 10.4 (A).

11.5 When a member, through no fault of his/her own, is required to attend at court on any occasion during his annual vacation the member shall be granted three (3) days extra leave in compensation for the first day or part thereof and thereafter a day of extra leave for each day or part day in court, in addition to court time in accordance with Article 11.4. Such extra leave shall be consecutive days. The member shall also be paid any reasonable expenses incurred by him/her as a result of his/her return from vacation. For the purposes of clarity, the member's vacation days shall not be restored to his/her bank in the event of return from vacation pursuant to this article.

11.6 Where the court before which the member attends is located outside the Regional area, and where the member is required to travel on off-duty time, he shall be credited with three (3) hours for traveling at straight time and paid in accordance with Article 10.4. **(Amended effective April 13, 2010)**

11.7 (A) When a member is entitled to the payment of a fee and/or expenses from a Court, the member shall be responsible for the collection of such monies from the Court. Upon receipt of such monies from the member, his Unit Commander shall pay the member his allowance in accordance with the provisions of this Agreement. If the member is not entitled to the payment of a fee and/or expenses from a Court, his Unit Commander shall pay the member his allowances, in accordance with the provisions of this Agreement, upon request by the member after his attendance at Court.

(B) When a member who is not scheduled for duty is required by summons or directed by a supervisor to attend Court outside The Regional Municipality of

York boundaries, he shall be entitled to the payment of a mileage allowance for the actual kilometres he travels, in his own vehicle, from his place of departure being either his normal District Detachment or his home, to the place of the Court and return. Such payment is to be equated at the going rate set by The Regional Municipality of York in effect at that time. **(Amended effective July 2, 2009)**

Mileage for members attending court on a day they are scheduled for duty is covered by Article 21.

11.8 When a member is required to attend court during his normal tour of duty and is prevented from going off duty at his normal time, such additional time that is spent in the service of the York Regional Police shall be credited to the member's accumulated overtime record in accordance with Section 10.3.

11.9 With the consent of the Chief of Police and by mutual consent of a member and the Unit Commander of his District, a member may be excused from duty on the next following midnight shift if he has made two (2) or more appearances in court following a tour of duty on the preceding midnight shift. Such time off shall be deducted from any overtime to which the member may then be or thereafter entitled.

11.10 When a member who has retired and is in receipt of an OMERS pension is required to attend court resulting from his/her duties as a member of York Regional Police, he/she shall be compensated for such attendance at the rate of \$75.00 per day.

ARTICLE 12 - ANNUAL VACATION

12.1 Each member of the bargaining unit shall be entitled to vacation with full pay on the following basis:

A member shall become entitled to increased vacation after the first day of January in the year in which the anniversary of the requisite period of service falls, unless the member resigns prior to the anniversary date. For purposes of calculating vacation entitlement under Article 12.1 only, it is agreed and understood that service with the York Regional Police or as a member of one of the police forces of the former municipalities of the County of York shall include all time spent as a cadet, sworn officer or civilian. Service shall also include "outside service", defined as time spent as a cadet, sworn officer or civilian member of any recognized Canadian police service, including military police. It will be the member's responsibility to provide proof of Outside Service, which shall consist of a signed letter from an authorized representative of a recognized Canadian police service, including military police, confirming start and end dates of employment as well as positions held.

(a) Less than one (1) year of service one (1) working day (8 hours) for each full month of service in the year first employed up to a maximum of ten

(10) working days (80 hours).

- (b) One (1) year of service and less than five (5) years of service fifteen (15) working days (120 hours).
- (c) Five (5) years of service and less than ten (10) years of service eighteen (18) working days (144 hours).
- (d) Ten (10) years of service and less than fifteen (15) years of service twenty (20) working days (160 hours).
- (e) Fifteen (15) years of service and less than twenty (20) years of service twenty-five (25) working days (200 hours).
- (f) Twenty (20) years of service and less than twenty-five (25) years of service thirty (30) working days (240 hours).
- (g) Twenty-five (25) years of service and less than thirty (30) years of service thirty-five (35) working days (280 hours).
- (h) Thirty (30) years of service and more, thirty-five (35) working days (280 hours), plus one (1) additional working day of vacation (8 hours) for each additional year of service. **(Amended effective January 1, 2009)**

12.2 A member may make application to the Board through the Chief of Police for permission to take his full vacation period consecutively any time during the year.

12.3 Where in any year a member leaves the York Regional Police prior to receiving his annual vacation in that year he shall be given a proportionate number of days of his normal vacation ordinarily due him before the member's name is removed from the pay sheet or before his resignation becomes effective. A member who leaves the York Regional Police after receiving his annual vacation and prior to the completion of that year, shall have a proportionate number of days salary deducted from any salary due him.

12.4 Where in any year a member dies prior to receiving his annual vacation in that year, there shall be paid to his estate an amount equal to the salary that would have been paid to him on account of normal vacation.

12.5 Annual vacation shall be taken by members as approved by the Chief of Police.

12.6 For the purposes of this Article seniority in the rank of Constable shall be defined as length of service from the date of being sworn in as a Police Officer with the York Regional Police.

In allocating dates for annual vacations seniority in rank shall prevail, subject to the approval of the Chief of Police and the exigencies of the Service.

Selection of annual vacation for vacation days to which members are entitled as a result of service as a member of York Regional Police must be submitted no later than October 15th of the preceding year. Modification shall be allowed subject to the approval of the Chief or his designate.

Additional vacation time to which members are entitled as a result of Outside Service shall be submitted in a second round of vacation selection no later than November 15th of the preceding year. Modification shall be allowed subject to the approval of the Chief or his designate.

On December 1, the Board shall provide members with written notice indicating any time left in the member's vacation bank that remains unscheduled for the upcoming year. The member shall have until December 15 to schedule any remaining unscheduled vacation hours failing which the remaining hours may be assigned by the Chief or his designate in consultation with the member.
(Amended effective January 1, 2009)

12.7

A member who is medically unfit for duty at the time of the commencement of his/her scheduled vacation as a result of an injury or illness 1) compensable under the Workplace Safety and Insurance Act and in receipt of benefits from the Workplace Safety and Insurance Board or 2) for which medical documentation has been provided and which has resulted in an approved medical leave or being unfit for regular duties each for 30 days or more, shall be entitled to reschedule his vacation, provided the vacation as rescheduled is taken before December 15th of the calendar year in which the injury occurred, or December 31st of that year if approved by the Chief of Police, such approval not to be unreasonably withheld. If the member remains medically unfit for duty such that the rescheduled time is not taken by December 31st as aforesaid, the member shall be entitled to choose to either (1) receive in the first pay period of the following calendar year an amount equal to the salary he would normally receive in respect of the vacation time not taken or (2) carry over the vacation to the following year, to be scheduled as approved by the Chief or his designate. In the event that the member chooses to carry over the vacation to the following year, the time must be taken prior to the end of the following calendar year.

In the event that the carried-over time is not taken prior to the end of the following calendar year, the member shall receive a payout at the salary rate applicable when the vacation time was earned. It is further understood and agreed that regardless of seniority, no scheduling of any carried over vacation time will result in any member's scheduled vacation being cancelled or bumped.

A member who is on suspension, either paid or unpaid, at the time of the commencement of his scheduled vacation, shall not be required to report in for the period of his scheduled vacation. A member who is on suspension, either paid or

unpaid, and who has not scheduled his vacation for the year shall do so as soon as requested and, once such vacation time is approved, shall not be required to report in during the scheduled vacation time.

- 12.8 When the exigencies of the service prevent properly scheduled or assigned vacation entitlement from being taken by December 31st in any one (1) calendar year, the member shall receive in January of the following calendar year, an amount equal to the salary he would normally receive in respect of the unused entitlement. **(Amended effective January 1, 2009)**

ARTICLE 13 - SPECIAL LEAVE

Compassionate Leave

- 13.1 In the event of the death of a member's wife, husband or child (including a stillbirth), compassionate leave with pay not exceeding five (5) consecutively scheduled work days shall be granted by the Chief of Police to the member. Days off shall be interpreted in accordance with the Member's regularly scheduled shift, be it eight (8), ten (10) or twelve (12) hours. The timing of such leave is to be at the option of the member, provided that the time is taken in consecutively scheduled work days and is completed not more than twenty-one (21) calendar days after the death. **(Amended effective July 2, 2009)**

In the event of the death of a member's father, mother, step-father, step-mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild and grandparents of either the member or the member's spouse compassionate leave with pay not exceeding three (3) consecutively scheduled work days shall be granted by the Chief of Police to the member. Days off granted shall be interpreted in accordance with the Member's regularly scheduled shift, be it eight (8), ten (10) or twelve (12) hours. The timing of such leave is to be at the option of the member, provided that the time is taken in consecutively scheduled days and is completed not more than twenty-one (21) calendar days after the death. **(Amended effective July 2, 2009)**

Any further compassionate leave may only be granted upon the authority of the Board and upon such terms as the Board deems advisable.

Association Leave

- 13.2 The parties agree that the Association has the right to represent its members and in the interests of good labour relations agree as follows:
- (A) A combined total of eighty (80) days of leave shall be granted pursuant to the Uniform and Civilian Working Agreement to members for the purposes of conducting Association business in each calendar year. These days may be used entirely at the Association's discretion.

- (B) The Association has the right to second three (3) representatives from the York Regional Police Service to act in a full time capacity for the Association upon entering into a contract with the Board providing for payment by the Association to the Board of a sum equivalent to all monies expended or to be expended by the Board for the representatives' salaries and all eligible benefits paid or provided under this Agreement. All three (3) representatives shall be considered as full-time members of the York Regional Police on leave of absence from their police duties for the period of the agreement with the Board.
- (C) In addition to the special leave days set out in Article 13.2(a), special leave days shall be granted to one member of the Association (Civilian or Uniform) to attend the Police Services Act course offered by the Ontario Police College each year.
- (D) In addition to the special leave days set out in Article 13.2(a), special leave days shall be granted to up to eight (8) members of the Association's bargaining committee (combined Uniform and Civilian members) to attend at all scheduled bargaining sessions with the Board, as well as scheduled dates for mediation/conciliation and scheduled interest arbitration dates to achieve a collective agreement.
- (E) If a member is elected to the Board of Directors of the Police Association of Ontario, the Board agrees that the member shall be granted leave of absence of up to twenty (20) days in each calendar year to attend to Police Association of Ontario business. The Association agrees to reimburse the Board for the gross daily salary paid to a member for each day that the member is on leave of absence pursuant to this provision.

Marriage Leave

- 13.3 Special leave of up to three (3) shifts shall be granted to every member for the purpose of getting married. Such leave shall consist of the shift commencing on the day of the member's marriage, the shift commencing on the day preceding and the shift commencing on the day following the marriage, and shall include a member's posted days off. Posted days off are not to be altered to form part of the marriage leave provided by this section unless the member so consents. **(Amended effective April 13, 2010)**

Pregnancy & Parental Leave

- 13.4.1 Pregnancy and/or Parental Leave shall be in accordance with the Employment Standards Act, 2000 and members may take such leave for a statutory recognized period of up to 52 weeks (17 weeks pregnancy; 35 weeks parental). Members who are in receipt of Employment Insurance benefits during

such leave are entitled to benefits provided under this Article on the following basis:

- (a) during the first six months from the commencement of pregnancy leave or adoption of the child the member shall receive a top-up of EI, such that she will receive 75% of her regular rate of pay;
- (b) during the second six months after the commencement of leave or adoption of the child, her salary shall be topped up so that she receives 50% of the 75% top-up provided during the first six months after birth or adoption;
- (c) male members who elect to take parental leave shall receive 75% top-up during the portion of such leave which falls within the first six months after the birth or adoption of the child; thereafter he shall receive 50% of the 75% top-up for the balance of parental leave.

13.4.2 The Board agrees to pay 75% of the member's regular weekly earnings for up to two (2) weeks during the employment insurance waiting period provided that the member has applied for benefits pursuant to Employment Insurance and is required to serve a waiting period.

13.4.3 Pregnancy leave shall mean a leave of absence, to a maximum of seventeen (17) weeks, granted to birth mothers. It shall be granted to members in accordance with the Employment Standards Act, 2000 provided that the member has been employed on a full-time or part-time basis for at least thirteen (13) weeks prior to the expected date of birth.

Parental leave shall be granted in accordance with the Employment Standards Act, 2000 provided that the member has been employed on a full-time or part-time basis with York Regional Police for at least thirteen (13) weeks prior to the leave, and shall mean a leave of absence granted to the parent of a child:

- (a) for a maximum of 35 weeks, for a birth mother who takes pregnancy leave; or
- (b) 37 weeks for all other new parents.

The parental leave of a member who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of the member for the first time. In all other cases, the parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the member for the first time.

- 13.4.4 Every female member who becomes pregnant must notify the Chief of Police, in writing, of her pregnancy no less than five (5) months prior to the expected date of the termination of her pregnancy, which date shall be verified in writing by a qualified medical practitioner.
- Every member eligible for a parental leave of absence must notify the Chief of Police, in writing, no less than four (4) weeks prior to the anticipated commencement of such leave.
- Every member shall notify the Chief of Police as to the exact number of weeks leave to be taken and shall provide a minimum of four (4) weeks notice if there is to be a requested change in the leave period.
- 13.4.5 The Board shall in accordance with the Employment Standards Act, 2000, continue to pay the premiums normally paid by the Board to maintain those insured benefits to which the member is entitled for the period of the pregnancy and/or parental leave.
- A member shall continue to accrue service and seniority during pregnancy and/or parental leave. A member shall also continue to accrue vacation entitlement during pregnancy and/or parental leave and will be entitled to roll over unused vacation for a period ending at the end of the calendar year in which the member returns from leave. In the event that the vacation time is not used within the calendar year ending when the member returns to work, the member shall receive a payout for the unused vacation credits at the member's base salary rate when the vacation credit was earned.
- A member who has taken pregnancy and/or parental leave shall be reinstated to the position most recently held, if it still exists, or to a comparable position if it does not. The member shall receive the wages and benefits of the position previously held and shall be reinstated to that position when a vacancy occurs, unless they elect to apply for another position.
- In the event that the member was participating in a job share arrangement immediately prior to taking pregnancy and/or parental leave and wishes to return in a job share capacity, the member must make application for approval of a job share arrangement upon return from leave in accordance with the provisions of this agreement.
- In the event that a member commences pregnancy and/or parental leave during a reclassification year, it is understood and agreed that such member will be required to perform a total of nine (9) months in the class of work before being eligible to be reclassified. A portion of the nine (9) month period may be performed prior to the member commencing leave to be completed upon the member's return from leave.
- 13.4.6 A member shall not receive Sick Leave Credits in accordance with the Sick Leave Plan of the current Agreement and amendments thereto, during the period of pregnancy and/or parental leave.

13.4.7 The parties agree to continue to explore allowing members to work during such leave on a part-time basis up to one day per week to supplement their income, without impacting on their entitlement to pregnancy/parental leave.

13.5 Deleted

13.6 Deleted

Unpaid Leaves

13.7 A member may submit a request, in writing, to the Chief of Police for a leave of absence without pay, for reasons other than those stated in Article 13 provided that the request is for a period of at least five (5) consecutive eight-hour days or four (4) consecutive ten or twelve-hour days.

The granting of such requests shall be subject to the exigencies of the service and the approval of the Board and shall be at no cost to the Board. Approval of the leave shall not be unreasonably withheld, provided the request is received in a reasonable amount of time prior to the requested absence. **(Amended effective July 2, 2009)**

ARTICLE 14 - PAID HOLIDAYS

14.1 (A) A member working a Monday to Friday day shift (defined for the purposes of this article as a shift with a start time prior to 11:00 a.m.) shall be entitled to the following paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Remembrance Day
Civic Holiday	(11th of November)
(1st Monday in August)	Family Day

and any other paid holiday granted to the staff of the Regional Municipality of York by Regional Council.

The days shall normally be taken as they fall on the calendar unless the member receives prior approval from his or her supervisor to work on a paid holiday and

book another day off. Such approval shall not be unreasonably withheld. In the event a member is on leave of more than five (5) working days for an illness or injury on one of the paid holidays, the member may reschedule the paid holiday.

If a member who works a Monday to Friday day shift is required by his or her supervisor to work on a paid holiday listed above, he or she shall receive twelve (12) hours in lieu paid into their overtime bank.

In addition to the foregoing paid holidays a member who will complete at least six (6) months service during the calendar year term of this Agreement shall be entitled to one (1) other paid day off.

14.1(B) Any member who works a Monday to Friday day shift in excess of nine (9) months in any calendar year, shall be entitled to eight (8) hours per year paid time off for the purposes of family or personal business.

14.2 A member assigned to rotating shifts shall be credited with 10 hours for each of the days detailed in Article 14.1(A). For the purposes of this provision, members working a rotating shift shall include all those members not covered by 14.1.

14.3 A member assigned to rotating shifts is entitled to select time in lieu of holidays as set out above and shall do so prior to September 1 of each year. When the exigencies of the service prevent any approved entitlement being taken off by December 31st, in any one (1) calendar year, the member shall receive in January of the following calendar year, an amount equal to the salary he would normally receive in respect of these entitlements.

14.4 A member not assigned to a rotating shift schedule, shall not be required to work on both Christmas Day and the following New Year's Day.
(Article 14 amended effective July 2, 2009)

ARTICLE 15 - WORKPLACE SAFETY AND INSURANCE

15.1 All members, regardless of rank or assigned duties, shall be covered by the Workplace Safety and Insurance Act.

15.2 (A) Where a member is absent from duty by reason of an injury or illness sustained in the performance of his duty as a police officer, the member shall receive 100% of NET salary while on Workplace Safety and Insurance Board benefits. Under no circumstances shall a member receive more while off duty than while on duty.

For purposes of clarity, a member shall receive one hundred percent (100%) of his/her regular net salary (which includes the regional policing

allowance and premiums reflecting the member's assignments as described on Schedule C. Premiums and payments which are based on attendance at work such as for example overtime, shift differential and/or cleaning/clothing allowance shall not be considered part of the member's regular net salary for purposes of this clause.)

- (B) When a member is injured in circumstances involving a third party and elects to take action against that party, such action shall include a claim for the recovery of all salary and benefits paid to him during the period of incapacity. This recovery shall be payable to the Board when received by the member.

Upon receipt of this recovery, and the member's return to duty, the Board shall authorize the restoring of the member's accumulated sick pay credits equivalent to the amount of recovery received.

- (C) A member covered by Article 15.2 and involving a third party, shall notify the Board in writing of his decision whether or not to take the benefit package of the Workplace Safety and Insurance Board.

15.3 (A) A member shall be eligible for the payment under 15.2 until such time as the member has attained the tenure or age which would entitle the member to a 30-year (Type 3) OMERS pension.

- (B) A member as a result of a compensable injury pursuant to 15.2 who is unable to perform the essential duties of a police officer because of such compensable injury shall be placed in an available position with the York Regional Police compatible with his capacity to perform the essential requirements of the position until such time as the member is able to perform the essential duties of a police officer. Notwithstanding that such member may be performing the functions of a civilian position, the member shall be covered by the Uniform Agreement.

ARTICLE 16 - SERVICE PAY

Deleted

ARTICLE 17 - SPECIAL ALLOWANCES & PREMIUMS

Meal Allowances

17.1 Where a member is required to remain on duty for four (4) hours in excess of his normal tour of duty, he shall be entitled to receive a meal allowance of \$15.00 and for each additional four (4) hours of continuous duty a further meal allowance of \$15.00.

17.2.1 Members shall be reimbursed for any amount reasonably spent on parking while on duty outside the Regional Municipality of York. Members, who are on duty outside The Regional Municipality of York for a minimum of three (3) hours, shall thereafter be reimbursed for an amount reasonably spent on meals while on duty outside The Regional Municipality of York to a maximum entitlement as follows:

1. Breakfast (between the hours of 3:00 a.m. to 11:00 a.m.) - \$15.00
2. Lunch (between the hours of 11:00 a.m. to 5:00 p.m.) - \$15.00
3. Dinner (between the hours of 5:00 p.m. to 3:00 a.m.) - \$25.00

Under no circumstances will any reimbursement be provided for alcoholic beverages. Receipts will be required for reimbursement of parking and meal costs.

If an employee is required to be outside The Regional Municipality of York over a period during which they would be entitled to claim a full day of meals (breakfast, lunch and dinner), he may elect to be paid a total per diem meal allowance equivalent to the combined total of the rates for the three meals. For clarity, under this option the member may be reimbursed above the maximum entitlement for a single meal as long as his daily maximum does not exceed \$55. Receipts will be required. **(Amended effective July 2, 2009)**

Travel Time

17.2.2 When a member is approved by a supervisor to travel to and from Ontario Police College during hours he is not scheduled to be working he shall be compensated for two (2) hours of travel time each way at his regular rate of pay.

Cadets-in-training are only entitled to four (4) hours of travel time (two (2) hours each way) during their entire Level II training for twelve (12) weeks at the Ontario Police College regardless of whether they travel home on weekends.

All other members attending the Ontario Police College are entitled to travel time (two (2) hours each way) if they travel home on weekends during hours they are not scheduled to be working and travel time is not provided for in the course schedule. No additional travel time will be provided for any member that wishes to travel home at any other point during the week, unless requested by his supervisor to do so.

When a member is approved by a supervisor to travel to and from Canadian Police College during hours he is not scheduled to be working he shall be compensated for four (4) hours of travel time each way at his regular rate of pay.

All members attending the Canadian Police College are entitled to travel time (four (4) hours each way) if they travel home on weekends during hours they are

not scheduled to be working and travel time is not provided for in the course schedule. No additional travel time will be provided for any member that wishes to travel home at any other point during the week, unless requested by his supervisor to do so.

Where a member is approved by a supervisor to travel to Durham Region, Peel Region, Orillia or Toronto during hours he is not scheduled to be working, compensation for actual time spent travelling will be limited to a maximum of one (1) hour each way.

When a member is approved by a supervisor to travel outside the Regional Municipality of York and the areas above during hours he is not scheduled to be working, he shall be compensated at his regular rate of pay for all off-duty time actually spent in transit travelling to and from the required destination. The maximum entitlement for such travel shall be equivalent to the travel time confirmed on an approved mapping calculation from Headquarters to the required destination and back.

(Amended effective January 1, 2010)

Course Allowance

- 17.3 Where a member is required to attend a course of instruction at the Ontario Police College or the Canadian Police College the member shall be entitled to a weekly allowance of \$50.00 while in attendance at such course and the Board agrees to pay the cost of such equipment and textbooks as are authorized by the Chief of Police and the member is required to purchase. The allowance shall be calculated on a per diem basis if the member is in attendance at a course less than a full week.

For the purposes of clarity, the member shall be entitled to the allowance if the course is held at the Ontario Police College or Canadian Police College campus or at another location, provided that the other location is outside of the Greater Toronto Area, which includes the City of Toronto, and the Regional Municipalities of York, Peel and Durham.

Clothing Allowance

- 17.4 Every member, appointed by the Chief of Police, as a Plain Clothes officer or Detective shall receive a clothing reimbursement in the sum of \$1150.00 or a proportionate part of such sum for any part of each calendar year so spent on such duty. Payment of such sum shall be made in installments on the 15th day of June and the 15th day of December in each year, to a maximum of \$575.00 for each six month period.

Each member who does not receive a clothing reimbursement under Section 17.4 and is required to perform his duties in plain clothes or old clothes shall be entitled to receive compensation of \$3.50 per tour of duty as a plain clothes reimbursement for each and every tour of duty in excess of seven (7) tours of duty so spent, provided that he is on such duty for more than seven (7) tours of duty in any calendar year. Such payment is to be made on the 15th day of June and the 15th day of December in each year. For the purpose of this section, where the wearing of plain clothes to attend court is optional and the member chooses to do so, he shall not be entitled to claim plain clothes allowance for the occasion. **(Amended effective January 1, 2010)**

- 17.5 A member entitled to claim clothing expenses reimbursement shall complete the appropriate Clothing Expense Reimbursement Declaration Form in accordance with form instructions. It shall be the responsibility of each member to retain the necessary receipts for Income Tax purposes.

Cleaning Allowance

- 17.6 Each member shall be paid the sum of \$250 for the calendar year for the cleaning of clothes used in performance of his duties. Payment of such sum shall be made in equal installments on the 15th day of June and the 15th day of December in each year. It is further understood and agreed that the cleaning allowance will be pro-rated where the member is absent from work due to illness, injury or suspension or if the member is absent from work as a result of approved leave of absence (which does not include approved vacation leave) for a period or periods of more than thirty consecutive calendar days during the calendar year.

Clothing Repair & Replacement

- 17.7 Where any member damages or loses his clothing, eye glasses, dentures or other like gear in the discharge of his duties, the cost of repair or replacement of such shall be paid by the Board.

Accelerated Reclassification

- 17.8 When a member who attends the Ontario Police College Basic Constable Training Program obtains eighty-five (85) percent or more in his overall average as well as passes all required academic and practical subjects including but not limited to defensive tactics, firearms, police vehicle operations and physical fitness, without the need for remedial training by the Service, he shall be entitled to an advance of two (2) months towards his next reclassification. **(Amended effective July 2, 2009)**

Course Reimbursement

- 17.9 (A) An active member who makes application shall be reimbursed eighty (80) percent of the tuition fees for a course which is related or beneficial to the Police Service on the following conditions:
- (i) if the member is a civilian member he/she has completed three (3) years service with the York Regional Police or (ii) if the member is a uniform member he/she has attained the rank of First Class Constable;
 - (ii) the course is offered at a Canadian university, college or approved educational facility;
 - (iii) the member has prior approval from the Chief or his designate; and
 - (iv) the member submits proof of successful completion of the course.
- The Chief or his designate shall approve or deny application for course reimbursement within 60 days.
- (B) If a member who is reimbursed leaves York Regional Police within one year of completion of the course, the member must repay the tuition fees to the Board.
- (C) For purposes of clarity, the parties agree that Article 17.9 – Course Reimbursement is not applicable to reimbursement of Basic Recruit Training at the Ontario Police College.
- (D) In order to be eligible for reimbursement under this provision, the member must submit a complete application form prior to the start date of the course;
- 1. The start date of the course shall be defined as the date which the course begins and in the case of a self-paced study course, the date on which the member registers for the course.
 - 2. A “complete application” means an application on an approved YRP form with all of the requested information completed in full.
 - 3. An application shall only be deemed complete where it provides all information requested on the application form.
 - 4. If a complete form is not received prior to the start of the course, the member will not be eligible for reimbursement under this article. Where a member submits an incomplete application prior to the start date, the employer will make reasonable efforts to advise the member as quickly as possible that the application is ineligible for consideration so the member can take steps to complete the application.
 - 5. A member who begins a course without receiving notification that his or her course was approved for reimbursement, does so at the risk of the course not being approved.

- (E) Approved facilities shall not be limited to colleges or universities, but the educational facility that offers the course must be Canadian. An educational facility is “approved” for the purposes of paragraph A(ii) if it meets the following criteria:

1. It provides recognized training courses;
2. It is recognized by some form of official recognition;
3. The courses provided by the facility provide some method of assessment for the skills taught and some measure of learning outcomes, such as a grade, diploma or certificate of completion;
4. The courses provided must be more than a seminar or conference where only attendance is required.

Premiums

17.10 Members, who hold the rank of constable and who were assigned to the Identification Bureau of the York Regional Police on or before December 31, 2000 shall be paid at the Sergeant’s rate of pay, as listed in Schedule “C” of this Agreement, while assigned to the Identification Bureau provided he has successfully graduated from a Scene-of-Crime Officer course and a Forensic Identification Course at the Ontario Police College or an Identification Methods and Techniques Course at the Canadian Police College, or equivalent approved course for either college. Members assigned to the Identification Bureau on or after January 1, 2001 shall be subject to Article 17.12.

17.11 A constable who is assigned to the Training and Education Bureau on a full-time basis or assigned to a full time position in the Operational Support Bureau and performs duties related to Dispute Management, Emergency Preparedness, Public Order and Search & Rescue on a full-time basis shall receive a premium equal to six (6) per cent of a 1st Class Constable salary.

A constable assigned as a coach officer shall also receive a premium equal to six (6) per cent of a 1st Class Constable salary for the period during which the member is assigned a trainee and performing coach officer duties. In order to receive this premium, the member providing the training as a coach officer must complete all required documentation and evaluations as contemplated in the coach officer process. The member providing the coach officer training must also complete the required forms, to be approved by their supervisor, detailing the hours spent training. **(Amended effective April 13, 2010)**

17.12 (A) A first class Constable, assigned to one of the positions, units or branches listed in (B) shall receive the designation of Detective Constable, and shall be paid, in addition to any other remuneration, the following premiums:

6 - 12 months service	-	2% of 1 st Class Constable salary
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12+ months service

-

6.75% of 1st Class Constable salary

(B) (i) District Criminal Investigative Branch

(ii) Crimes Against Children

(iii) Internet Child Exploitation

(iv) Homicide

(v) Cold Case Unit

(vi) Major Case Management

(vii) VICLAS

(viii) Sexual Assault

(ix) Drugs and Vice

(x) Intelligence

(xi) Guns & Gangs Enforcement

(xii) Special Services

(xiii) Auto/Cargo Theft

(xiv) Forensic Identification

(xv) Technical Data Recovery

(xvi) High Risk Offenders

(xvii) Bail Management

(xviii) Hold Up

(xix) Major Fraud

(xx) Polygraph

(C) For the purposes of defining service, any assignment to one of the positions, units or branches listed in (B) of at least 6 months duration, within 6 years prior to being so appointed shall be considered as service for all positions, units or branches listed in (B). **(Amended effective January 1, 2009)**

17.13 Premiums payable under Articles 17.11, 17.12, 17.14, 17.15 and 17.16 shall be considered as regular salary for the purposes of determining the hourly rate under Article 10.3 and shall be included as contributory earnings for the purposes of OMERS.

17.14 (A) Members certified and performing duties as a Breathalyzer Technician and/or as an Intoxalyzer Technician, and those who maintain/repair such

equipment and train other members on such equipment, shall receive an annual premium of \$250.00 payable on the last pay cheque of each calendar year.

The premium shall be prorated for the total number of full months in a calendar year that the member served in a uniform capacity and, in addition to regular duties, performed the functions set out in this provision.

- (B) First Class Constables assigned to the Canine Unit shall receive the following premium, in addition to other remuneration, provided that the member has responsibility for the care and maintenance of the dog:

6-12 months service in the unit	– 2% of 1 st Class Constable Salary;
12+ months service in the unit	– 6.75% of first-class salary.

If the first class Constable performs such duties for less than a full calendar year or at less than full-time hours, the premium shall be pro rated accordingly.

These premiums shall be calculated and paid in the same manner as set out in Article 17.12 and as noted in Schedule C. **(Amended effective January 1, 2009)**

- (C) Members certified as, assigned to and actively performing specialized duties as a Scenes of Crimes Officer shall receive a premium of \$300.00 payable on the last pay cheque of each calendar year while so certified, assigned and actively performing such duties. The premium shall be prorated for the total number of months in the calendar year that the member was so certified, assigned and actively performing such duties. In order to receive the premium, the member must meet all three (3) criteria outlined herein. **(Amended effective January 1, 2010)**

- (D) First class Constables assigned to the Recruiting Bureau shall receive, in addition to other remuneration, the following premium while assigned to the Recruiting Bureau:

6-12 months service in Recruiting Bureau	– 2% of first class salary;
12+ months service in Recruiting Bureau	– 6.75% of first class salary;

If the first class Constable performs such duties for less than a full calendar year or at less than full-time hours, the premium shall be pro rated accordingly.

These premiums shall be calculated and paid in the same manner as set out in Article 17.12 and as noted in Schedule C. **(Amended effective January 1, 2009)**

- (E) Members assigned to the Underwater Recovery Unit shall receive a premium of \$250.00 payable on the last pay cheque of each calendar year while so assigned. The premium shall be prorated for the total number of months in the calendar year

that the member was so assigned. (**Amendment effective January 1, 2009**)

17.15 A member who is certified as a Technical Collision Investigator (Level 3 or higher) shall receive the following premium:

6 – 12 month service in the unit	-	2% of 1 st Class
12+ months service in the unit	-	6.75% of 1 st Class

If the member performs such duties for less than a full calendar year, the premium shall be prorated.

These premiums shall be calculated and paid in the same manner as set out in Article 17.12 and as noted in Schedule C. (**Amended effective January 1, 2009**)

17.16 First class Constables assigned to the Emergency Response Unit shall receive, in addition to other remuneration, the following premium while assigned to the ERU on a full-time basis:

6 – 12 month service in ERU	-	2% of 1 st Class salary
12+ months service in ERU	-	6.75% of 1 st Class salary

If the first class Constable performs such duties for less than a full calendar year, the premium shall be prorated.

These premiums shall be calculated and paid in the same manner as set out in Article 17.12 and as noted in Schedule C. (**Amended effective January 1, 2009**)

ARTICLE 18 - INSURED BENEFITS

18.1 The Board agrees to enrol the members in extended group insurance plans, namely Group Life and Accidental Death and Dismemberment Insurance, Long Term Disability Insurance and extended health and dental benefits at one hundred (100) percent. The cost of the said plans shall be paid one hundred (100) percent by the Board subject to an annual premium of \$26 per year, payable by active members at the rate of \$1.00 per pay and by retirees at the rate of \$26 payable January 1st of each year.

Insured benefits under Article 18 of the Agreement may be provided by any carrier or may be self-insured provided that:

- (i) the benefits conferred under the predecessor plan are not thereby reduced and;
- (ii) the Association is consulted prior to any such change being implemented.

The Board agrees to provide the same benefit package to all active members, regardless of age, except that members over the age of 60 will not be covered for

Long-Term Disability Insurance.

Active members over the age of 70 will be subject to a reduction in benefit entitlement of 50% for life insurance and AD&D insurance. Active members over the age of 75 will have no entitlement for life insurance and AD&D insurance. **(Amended effective July 2, 2009)**

Life and ADD Insurance

- 18.2 The Group Life and Accidental Death and Dismemberment Insurance shall provide a benefit of two and one-half (2.5) times annual salary to a maximum benefit of \$500,000. Entitlements under the Group Life and AD & D insurance plans for employees receiving long-term disability insurance are based on the members' salary at the commencement of disability.

Long-term Disability Allowance

- 18.3 Effective August 1, 2006, the Long Term Disability Plan shall provide a monthly benefit in accordance with the provisions of the Plan after the waiting period, which shall not exceed six months, in the amount of sixty (60) percent of monthly salary to a maximum benefit of seven thousand and five hundred (\$7,500) per month which shall be effective for all benefits paid on or after that day (including benefits paid on claims in existence before that date).

Long Term Disability Benefits shall be increased up to three percent (3%) per year based on the Consumer Price Index in the preceding twelve months. For the purpose of clarity, this cost-of living allowance must be applied no later than 12 months after the first month that the long-term disability benefits were payable.

Effective January 1, 2009, the Long-Term Disability Plan shall provide a monthly benefit of seventy-five (75) per cent of the member's monthly salary to a maximum benefit of seven thousand and five hundred (\$7,500) per month, without any cost of living increase. The elimination period shall not exceed six months. However, members may choose to remain on sick leave benefits pursuant to Schedule B of this Agreement beyond six months should they have sick time available.

The member's monthly salary is defined as the salary at the commencement of disability, except if there is a salary increase within six months of the member commencing disability in which case the monthly salary shall be the increased salary for the member's rank and years of service.

Members in receipt of Long-Term Disability Benefits or who were serving their elimination period on January 1, 2009, shall have the following options:

- (a) Continue to receive benefits as originally calculated at the time benefits were first payable with the ongoing COLA applied annually; or
- (b) Have their benefits recalculated at seventy-five (75) percent of their monthly salary, as set out above. Members choosing this option will no

longer receive the annual COLA. Any increase realized by this option shall be paid on a go forward basis only.

Members on Long Term Disability shall cease to accumulate vacation pay credits or statutory holiday payments, as long as such member remains on long term disability. **(Amended effective January 1, 2009)**

Dental Coverage

- 18.4 The Board agrees that dental insurance coverage as provided by Sun Life shall be available to the members as follows:
- (a) the "Preventative Plan", providing one hundred (100) percent reimbursement to the member for the cost of dental services covered by the plan. The premium cost of this plan shall be paid one hundred (100) percent by the Board;
 - (b) the "Orthodontic - \$2,500.00 for adults and \$3,000 for dependent children lifetime maximum - Plan" providing fifty (50) percent reimbursement to the member for the cost of dental services covered by the plan. The premium cost of this plan shall be paid one hundred (100) percent by the Board; **(Amended effective April 13, 2010)**
 - (c) the "Restorative Plan" providing eighty (80) percent reimbursement to the member for the cost of dental services covered by the plan. The premium cost of this plan shall be paid one hundred (100) percent by the Board.

Other coverage

- 18.5 The Board agrees to increase benefit coverage for the cost of vision care (acquiring and/or repairing of eyeglasses, contact lenses and/or laser surgery) to a maximum of \$325 during a two year period. Effective January 1, 2011, coverage shall be increased to a maximum of \$350 during a two year period. **(Amended April 13, 2010)**
- 18.6 The Board agrees to increase benefit coverage for the cost of acquiring and/or repairing Hearing Aids to a maximum of \$1,200 during a five year period. **(Amended effective April 13, 2010.)**
- 18.7 The Board agrees to increase benefit coverage for psychologists to \$1,000 annually. **(Amended effective July 2, 2009)**
- 18.8 The Board agrees that members may use their coverage for the services of registered podiatrists, osteopaths and naturopaths to top up any reimbursement provided by government plans up to the reasonable and customary charge set by Sun Life. Coverage for these professionals is limited to \$250 annually per professional. **(Amended effective July 2, 2009)**

- 18.9 The Board agrees to provide each member with an up-to-date copy of the Sun Life Group Benefit booklet within 90 days of the ratification of the working agreement. The Board further agrees to provide the Association with copies of any amendments to the various plan documents if they are relevant to benefit coverage. **(Amended effective July 2, 2009)**
- 18.10 Current benefit coverage shall not be reduced without the agreement of the Association. It is, however, understood and agreed that amounts for “reasonable and customary” charges fluctuate through increases or decreases where appropriate, and these changes will not require consultation with the Association.
- 18.11 If a member dies in the line of duty, the member’s surviving spouse shall continue to be entitled to coverage under the Extended Health and Dental plans until the earlier of the date the spouse reaches age 65 or the date the spouse obtains comparable medical and dental coverage through other means. The member’s dependent children shall continue to be covered under the plans until they are no longer dependants as defined in the plans. It is agreed and understood that any other benefit coverage of the spouse and/or dependents shall be the first payor. This provision applies to surviving spouses who are in receipt of benefits as a result of this provision on January 1, 2009.
- If an active member dies outside of the line of duty, such coverage shall continue until the earlier of 2 years from the date of the members’ death or the date the spouse obtains comparable medical and dental coverage. The member’s dependent children shall continue to be covered under the plans until they are no longer dependants as defined in the plans. It is agreed and understood that any other benefit coverage of the spouse and/or dependents shall be the first payor. **(Amended effective July 2, 2009)**

ARTICLE 19 - PAID DUTY

- 19.1 The Chief of Police shall allocate paid duties, as defined in Article 1, Section 8, to the members on a fair basis. When a constable works a paid duty, he shall be paid at the rate of time and one half a first class constable's hourly rate with a minimum of four (4) hours. Where, in the opinion of the Chief of Police, it is necessary for a Sergeant to act in that capacity on an authorized paid duty, the Chief of Police shall notify the person requesting the paid duty personnel and the Sergeant shall be paid at time and one half his hourly rate with a minimum of four (4) hours.
- 19.2 If a paid duty is cancelled within 24 hours of the time of commencement of such paid duty, a payment equivalent to 3 hours at regular rates, shall be paid by the applicant.

ARTICLE 20 - SERVICE

- 20.1 The Board agrees that a member shall be entitled on his resignation to a certificate of service.

ARTICLE 21 - PERSONAL VEHICLE & MILEAGE

- 21.1 No member shall be required to use his automobile in the performance of his duties. In the event that a member is approved to use his personal vehicle in the performance of his duties, excluding paid duties, the mileage allowance shall be calculated at the prevailing per kilometre rate in effect at that time as set by the Regional Municipality of York. It will be the member's responsibility to provide an accurate accounting of the actual distance travelled in the performance of his duties. **(Amended effective July 2, 2009)**

ARTICLE 22 - ACTING RANKS

- 22.1 (A) When a member, who is a first class constable and is qualified for promotion, is assigned by the Chief of Police or his designate to assume the next higher rank above his rank, the member shall be paid, in addition to his regular salary, one-hundred (100) percent of the difference between first class constable salary and the salary for the next higher rank for the shift or portion thereof so assigned and worked. The member shall be paid for the time so assigned during each pay period on his pay cheque for the next pay period.
- (B) When a member, who is a Sergeant or Staff Sergeant and is qualified for promotion is assigned by the Chief of Police or his designate to assume the next higher rank above his rank, the member shall be paid, in addition to his regular salary, one- hundred (100) percent of the difference between his regular salary and the salary for the next higher rank for each portion of shift so assigned and worked. The member shall be paid for the time so assigned during each pay period on his pay cheque for the next pay period. A Sergeant or Staff Sergeant who has been in his rank for less than one year or is not qualified for promotion shall not be assigned by the Chief of Police or his designate to assume the next higher rank above his rank, except where the exigencies of the Service so require.
- (C) No member shall be assigned to assume an acting rank continuously for more than one year without being confirmed in such rank.
- (D) Assignments to special projects and/or assignments to other police services, to Joint Force Projects or to the Ontario Police College, shall be the subject of agreement between the parties in each instance in accordance with past practice (it is understood and acknowledged that members on such special assignments are not entitled to confirmation in accordance with Article 22.1(C) in the event such special assignment is longer than one year.)

ARTICLE 23 - PECUNIARY AID FOR SURVIVING SPOUSES

- 23.1 When a member dies as a direct result of injuries received or of illness contracted in the performance of his duties, the Board shall award pecuniary aid to the member's spouse in an amount which will make up the difference between payments being made by the Workplace Safety and Insurance Board, the Canada Pension Plan and the Ontario Municipal Employees Retirement System Pension Plan to the spouse on behalf of herself and children and the salary being paid to the member at the date of his death. The Board agrees that the award shall be adjusted, as required, to reflect the salary rate that would have been paid to the member had he remained a member of the York Regional Police at the rank or constable classification he held at the date of his death. The Board also agrees that such an award shall continue for the life of the spouse or until she remarries or enters into a common-law marriage.

ARTICLE 24 - THE ASSOCIATION (Deduction of Dues)

- 24.1 The Board agrees that any person who becomes a member of the York Regional Police covered by this Agreement, shall be required, as a condition of employment, to authorize the Treasurer, in writing, to deduct Association dues from the member's salary. In the event the Board incurs any liability as a result of the foregoing, the Association shall indemnify the Board for any such liability so incurred.

ARTICLE 25 - PROMOTIONAL PROCEDURES

- 25.1 Subject to the eligibility provisions contained in subsection 2, all police officers up to and including the rank of Staff Sergeant and Detective/Sergeant are eligible to apply to write a qualifying examination for promotion to a higher rank.
- 25.2 No constable shall be eligible to write a qualifying examination for promotion until such time as he has been classified by the Board as a first class constable, has satisfactorily completed his eighteen (18) months probationary period and has at least three (3) years service as a police officer with the York Regional Police.
- 25.3 Qualifying examinations for promotion will be held once a year at the discretion of the Chief of Police.
- 25.4 The actual selection of promotional examination questions will be the responsibility of the Chief of Police and shall include those designed and

approved by the Ontario Police College for promotional examination purposes so long as such are available from the Ontario Police College.

- 25.5 Where the promotional examination involves the writing of one (1) examination paper a mark of sixty-five (65) percent must be obtained in order for the member to qualify for promotion. Where the promotional examination involves the writing of more than one (1) examination paper the member must obtain a mark of not less than fifty (50) percent in each paper written and an average mark of sixty-five (65) percent in all papers written in order for the member to qualify for promotion. The member shall be given his marks by the Chief of Police as soon as they are available.
- 25.6 Examinations for promotion to ranks above Inspector are at the discretion of the Board.
- 25.7 There shall be a Promotion Selection Committee who shall interview each member who is qualified for promotion.
- 25.8 The Promotion Selection Committee shall be comprised of the Deputy Chief of Police and the Unit Commander of the District or Unit to which the member to be interviewed is attached. For the purpose of paragraph 25.7, the Deputy Chief may appoint a Senior Uniform Officer as his designate on the Promotion Selection Committee.
- 25.9 When a vacancy occurs in any rank up to and including the rank of Inspector, the Promotion Selection Committee shall submit to the Chief of Police the names of the members who have qualified for promotion and who have been interviewed by that Committee, together with a recommendation which will contain the name or names of the qualifying member or members who, in the opinion of the Promotion Selection Committee, is or are suitable for promotion at that time. Any member who qualifies on the basis of examination marks for those promotions where examinations are held and who after interview by the Committee is not recommended as a qualified or suitable candidate for promotion at that time shall upon request to the Committee be advised as to the reasons for non-recommendation.
- 25.10 When a vacancy occurs in any rank up to and including the rank of Inspector, the Chief of Police shall submit a report to the Board which will contain the name or names of the qualifying member or members who have been recommended to him by the Promotion Selection Committee as being most suitable for promotion, together with his recommendation of the member to be promoted to fill that vacancy.
- 25.11 When a vacancy occurs in any rank above that of Inspector up to and including the rank of Staff Superintendent and, where in the opinion of the Chief

of Police a qualified member exists within the York Regional Police to fill that vacancy, the Chief of Police, after giving consideration to every member qualified to fill that position, shall submit a report to the Board which will contain the name of the person he recommends to fill that position. Where in the opinion of the Chief of Police, after having considered all possible candidates, a qualified member does not exist within the York Regional Police to fill a vacancy in any rank above that of an Inspector up to and including the rank of Staff Superintendent the Chief of Police shall submit a report to the Board to that effect.

25.12 The Promotion Selection Committee shall, before making its recommendation for promotion to the Chief of Police, and the Chief of Police shall, before making his recommendation to the Board, give consideration to the qualifying member's health, length of service, seniority in present rank, results of the qualifying examination, work record, any evaluation and all other pertinent information which is available to them at that time.

25.13 For the purposes of promotion seniority in all cases shall be considered as seniority in the present rank except when in the case of two (2) or more officers with identical seniority in the rank, seniority shall be considered as seniority in the previous rank held. Where two (2) or more officers have identical seniority in the present rank and in the previous rank held, seniority shall be considered as seniority in the police service.

25.14 In making promotions to any vacancy which may exist, the Board may request additional information from the Chief of Police and may conduct a personal interview with the member recommended by the Chief of Police to fill that vacancy.

ARTICLE 26 - RETIREMENT BENEFITS

26.1 The Board shall provide coverage under the extended health and dental plan to the same extent and in the same manner that such coverage is provided to active members of York Regional Police to retired members provided that such coverage shall be suspended while the retired member is receiving comparable coverage through other employment.

26.2 The said coverage shall be provided by the Board to members who are in receipt of an unreduced OMERS pension and shall continue from the date of the member's retirement until the earlier of:

- (a) the date the member attains age 65 or such benefits are provided by the government of the Province of Ontario; or

- (b) the member has been in receipt of these benefits for 15 years from the date of retirement.

If the member dies while in receipt of these benefits, the coverage shall continue for the member's spouse until the member's spouse attains age 65 or obtains comparable coverage elsewhere or the member and spouse will have been in receipt of these benefits for 15 years, whichever occurs first.

For members who retired after January 1, 2003

After a member's benefits under paragraph 26.1 and 26.2 end, the member shall be eligible for a Health Care Spending Account in the amount of \$3,000.00 per year (which cannot be carried over from one year to the next). The Account shall be available to reimburse the member for medical and dental expenses which are deemed as allowable deductible medical and dental expenses by Revenue Canada. The member may claim eligible medical or dental expenses of his/her spouse/dependants against his/her Account. The member must submit original receipts in order to receive reimbursement from the Account. The Account shall be available to the member for the 5 years immediately following the member's 65th birthday. The Account survives the member until the earlier of the spouse's 65th birthday or 5 years from the date of the member's 65th birthday or the survivor remarries. The Account survives for dependants until the date the member would have turned 70.

For members who retire on or after January 1, 2006

For members who retire on or after January 1, 2006 the account shall be available, on the same terms and conditions outlined above, to the member for the 10 years immediately following the member's 65th birthday. The Account survives the member until the earlier of the spouse's 65th birthday or 10 years from the date of the member's 65th birthday or the survivor remarries. The Account survives for dependants until the date the member would have turned 75.

(Articles 26.2 was rewritten effective July 2, 2009)

For members who retire on or after January 1, 2010

For members who retire on or after January 1, 2010, the maximum amount of the Health Care Spending Account will increase to \$3,250. **(Amended effective January 1, 2010)**

26.3

Those members who retired between January 1, 1982 and October 10, 1985, the date of ratification of the 1985/86 Uniform Working Agreement, shall have the provision of retirement benefits for and on their behalf governed by the

"service requirements" of Article 28.1 and the "provision period" of Article 28.2 in the 1984 Uniform Working Agreement, otherwise retiring members shall be governed by the provisions of this article of this Agreement.

26.4 Members retiring from the York Regional Police after thirty (30) years service or at age sixty (60) with at least twenty (20) years service will be allowed up to three (3) months retirement leave. Such leave shall be taken in the three (3) months immediately preceding their date of retirement. Where the member has remaining to him vacation entitlement in respect of the calendar year in which he retires, such vacation entitlement shall be scheduled for and taken in the three (3) month retirement leave period.

Where a member has already used all or part of his vacation leave entitlement in respect of the calendar year in which he retires, the three (3) month retirement leave period shall be reduced by the number of days of entitlement already taken in the calendar year in question.

ARTICLE 27 - PRISONER ESCORTS

27.1 When a prisoner is to be escorted in a police vehicle from one facility to another, such escort shall consist of two (2) armed police officers.

ARTICLE 28 - COMPRESSED WORK WEEK

28.1 All members assigned to work a compressed work week schedule shall work in accordance with and receive the benefits as outlined in Schedule "D" affixed to this Agreement.

ARTICLE 29 - RESIGNATIONS

29.1 The Board shall allow a member forty-eight (48) hours from the time of the submission of his resignation in which to withdraw such resignation.

ARTICLE 30 - LEGAL INDEMNIFICATIONS

30.1 (A) 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 in the performance or attempted performance of his employment or duties shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges.

For the purposes of legal costs, it shall include those costs of an Association approved para-legal service.

- (B) Members shall not be indemnified for legal costs arising from the actions or omissions of members acting in their capacity as private citizens.

For the purpose of Clause 30.1 (A) a Member:

shall be deemed to have been "Finally Acquitted", where charges are withdrawn or where he is discharged following a preliminary inquiry; and shall be deemed not to have been "Finally Acquitted" where the member is given an absolute or conditional discharge or where, if as a result of charges laid he is subsequently found guilty of, or pleads guilty to, other charges arising out of the same incident or incidents.

30.2 When a member is a defendant in a civil action for damages because of acts done in the course of his employment or duties as a police officer he shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such an action in the following circumstances only:

- (a) Where the Board is not joined in the action as a party pursuant to s. 50 of the Police Services Act, and the Board does not defend the action on behalf of itself and the member as joint tortfeasors at the Board's sole expense.
- (b) Where the Board is joined as a party or elects to defend the action, but the Solicitor retained on behalf of the Board and the member is of the view that it would be improper for him to act for both the Board and the member in that action.

30.3 (a) Where during an inquest under the Coroner's Act a member's conduct is called into question because of acts done in the performance of his duties as a police officer, the member shall be indemnified for any necessary and reasonable legal costs directly arising from the protection of the member's interest at such inquiry, but only if:

- (i) the Chief of Police or the Board does not provide counsel to represent the York Regional Police, at the Board's expense; or
- (ii) in the opinion of counsel retained by the Chief of Police or the Board to represent the York Regional Police, it would be improper for him to represent the member and the Chief and/or the Board before that inquiry.

(b) Where a review is commenced under Section 91 of the Police Services Act and it appears to the Chief of Police that officers of the York Regional

Police require legal counsel in responding to the review by the Police Complaints Commissioner, the Chief of Police may arrange for legal counsel to such officers in connection with the review on such terms as the Chief considers appropriate.

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

30.4 To qualify for financial assistance under 30.1, 30.2 or 30.3, the member shall obtain the Board's approval of counsel to be retained by the member by application to the Board through the Chief. The Board's approval of counsel shall not be withheld unreasonably.

30.5 The Board will not consider any application for financial assistance which relates to the legal representation of a member in connection with a grievance or complaint made under the provisions of the Police Services Act, 1990 of this Collective Agreement or for the legal defence of a member resulting from a discipline charge made under the Police Services Act, 1990, Regulations made under that Act and all amendments thereto.

30.6 Where an investigation is commenced under Part VII of the Police Services Act and it appears to the Chief of Police that officers of the York Regional Police require legal counsel in responding to the investigation, the Chief of Police may arrange for legal counsel to provide counsel to such officers in connection with the investigation of such terms as the Chief considers appropriate. As soon as practicable, the Chief shall bring his action and his recommendation to the attention of the Board who may approve or alter the terms of retention of such legal counsel or the Chief's recommendation in respect thereof. Neither the Board nor the Chief shall provide legal counsel after the completion of the investigation of the laying of information(s), as Article 30 of the Uniform Collective Agreement is intended to govern such matters.

30.7 All sections under Article 30 (Legal Indemnification) are subject to review and re-negotiation by either the Board or the Association when the Regulations or the Police Services Act are proclaimed in force. If changes cannot be negotiated then either party reserves the right to submit the terms of this Article to arbitration.

- 30.8 A member who becomes involved in a matter which may entitle him to legal indemnification under this clause is entitled to receive funds from the Board for a retainer and/or for interim payment of legal costs as reasonably requested by the member's counsel to a maximum of \$5,000.00 provided the member undertakes to indemnify the Board for such funds advanced to him if the member is finally determined not to be eligible for indemnification in accordance with this Agreement.
- 30.9 (A) Where a member who has been previously cleared by the Chief of Police is subsequently the subject of a hearing directed by the Ontario Civilian Commission on Police Services pursuant to its powers under Section 72(8) of Part V of the Police Services Act R.S.O. 1990, c. P.15, such member shall be indemnified for the necessary and reasonable legal costs incurred for representation at such hearing.
- (B) In the event that Section 72 of the Police Services Act is amended the parties agree to meet and discuss indemnification for legal representation for directed hearings within 30 days of such amendment receiving royal assent. Failing agreement either party may refer such matter to final and binding interest arbitration while using the procedures under the agreement and/or Police Services Act for rights arbitration. In such circumstances the parties agree that the arbitrator agreed or appointed shall have the jurisdiction to issue such award as he or she considers appropriate.

ARTICLE 31 - LAY-OFF PROTECTION

- 31.1 Where the Board has made a decision to reduce the complement of the York Regional Police and such reduction in personnel cannot be accommodated through attrition and where such action is not in contravention of the Police Services Act, layoffs of members shall be in reverse order of seniority with the York Regional Police, and recall of members shall be in order of seniority with the York Regional Police. Members shall retain seniority rights for recall purposes for a period of eighteen (18) months. Prior to a full-time member being laid off, all part-time, temporary members or summer students shall be laid off, provided that the full-time member who will replace them has the requisite skill and ability to perform the job in question.
- 31.2 In the event of a reduction in the Service, the members affected shall be given forty-five (45) calendar days notice by either personal notification or by notice being sent to the last address known to the Board.
- 31.3 In the event of any lay-off, the Board shall provide the Association with written documentation advising of the reason for such lay-off.

ARTICLE 32 - LOCKER SEARCHES

- 32.1 A member or his chosen representative must be present during any inspection/search of that member's locker that is carried out without a search warrant.

ARTICLE 33 - DISCIPLINE

- 33.1 The parties agree that discipline is intended to be corrective.

When management intends to take written disciplinary action against a member, management will provide the member and Association with a minimum of 72 hours notice before such action is to be taken. If the member is off work, the time period shall not run until the member returns to duty. Failure to provide notice will not affect the validity of any discipline.

A member has the right to be represented by the Association throughout the discipline process. Once the member chooses to be so represented, management will thereafter provide copies of all disciplinary documents to the Association.

- 33.2 (A) A member subjected to informal discipline is entitled to have the record of that informal discipline expunged from his/her personnel file once the member is discipline-free for a total of two (2) clear years from the date the informal discipline was received or, where applicable, the date any conditions of the informal discipline were satisfied, whichever is later. In the event informal discipline is expunged, it shall not be used against the member at any time or for any purpose.

- (B) (i) Convictions under the Police Services Act ("PSA") where the penalty imposed has been forfeiture of less than 40 hours shall be expunged from the member's personnel file once the member is discipline-free for three (3) clear years from the date the penalty was satisfied or all appeal procedures were exhausted, whichever is later. In the event such convictions are expunged, they shall not be used against the member at any time or for any purpose.
- (ii) Convictions under the Police Services Act where the penalty imposed has been forfeiture of 40 or more hours shall be expunged from the member's personnel file once the member is discipline-free for five (5) clear years from the date the penalty was satisfied or the date all appeal procedures were exhausted, whichever is later. In the event such convictions are expunged, they shall not be used against the member at any time or for any purpose.

- (C) For purposes of clarity:

“Discipline-free” refers to and includes informal discipline as well as conviction and pending charges under the PSA.

“Clear years” excludes absences from duty in excess of six (6) continuous months. For the purposes of this article absences shall not include periods of secondment.

The terms and conditions of this Agreement, unless otherwise specified herein, shall be effective January 1st, 2010 and shall remain in full force and effect until December 31st, 2012 and thereafter until replaced by a new Agreement, decision or award.

If either party to this Agreement shall desire to amend or otherwise alter or revise any section, they shall so indicate to the other party, in writing, not more than sixty (60) days and not less than thirty (30) days prior to the expiry date of this Agreement, their intention to amend, alter or revise the Agreement.

This Agreement shall enure to and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto under the hands and seals of their proper officers respectively, this 15th day of March, 2010.

YORK

) REGIONAL MUNICIPALITY OF
)
) POLICE SERVICES BOARD
)
) "Danny Wheeler"
) _____
) Chair
)
) "Barbara Bartlett"
) _____
) Member

YORK

)
) REGIONAL MUNICIPALITY OF
)
) POLICE ASSOCIATION
)
) "John Miskiw"
) _____
) President
)
)
) "Keith Aubrey"
) _____
) Vice President

SCHEDULE "A"

COMPLAINT AND GRIEVANCE PROCEDURE

1. When a member of the bargaining unit has any grievance or complaint, he shall forthwith convey to his immediate superior, orally with or without a member of the Association Executive or in writing, all facts relative to the grievance and/or complaint. The member and the superior shall make every attempt to resolve the problem at this preliminary stage.
2. If the member of the bargaining unit and the superior fail to resolve the grievance and/or complaint to the satisfaction of the member, or if the superior fails to discuss, acknowledge, or otherwise deal with the grievance and/or complaint, the member may invoke the following procedure in an attempt to remedy the cause of his grievance and/or complaint. Notwithstanding the above option, the member shall have no right of procedure unless he has first attempted to resolve the difference by this preliminary procedure.
 - (a) The member shall communicate his grievance and/or complaint in writing to the official representative of the Association, setting down all matters pertinent to the dispute.
 - (b) The Association shall investigate the grievance and/or complaint and if, in the judgment of the Association, the grievance and/or complaint is justified, present such grievance and/or complaint to the Chief of Police or his designate for consideration.
 - (c) The Chief of Police shall hear or receive the grievance and/or complaint and within five (5) working days communicate to the Association in writing his decision relative to the grievance and/or complaint.
 - (d) If the Association is dissatisfied with the ruling of the Chief of Police or his designate, or if the Chief of Police fails or refuses to deal with the grievance and/or complaint within the specified time and the Association wishes the Board to deal with such grievance and/or complaint, it shall file with the Board the grievance and/or complaint within fifteen (15) days of the date the grievance and/or complaint was submitted to the Chief of Police or his designate.
 - (e) The Board shall investigate the grievance and/or complaint and/or cause an inquiry to be held between the persons involved in the dispute, and

shall within fifteen (15) days of receipt of the grievance and/or complaint communicate, orally or in writing, its decision in the matter.

- (f) The Association may, if dissatisfied with the decision of the Board or if the Board fails to communicate, acknowledge or inquire into the grievance and/or complaint within the specified time, submit the matter of the grievance and/or complaint to arbitration as provided by the Police Services Act, R.S.O. 1990, Chapter 10, as amended.
- (g) Any time limits specified in this procedure may be enlarged or extended, by the consent of the parties then so engaged in the procedure.
- (h) Nothing heretofore agreed shall be construed as prohibiting the President of the Association from communicating with the Board in writing, without prior notice to any other party, on any matter connected with or concerning this Agreement, its application or interpretation, or any other matter concerning the welfare and good government of the York Regional Police and its members.

3. Where the complaint or grievance involves the application or interpretation of this Agreement, the grievance procedure may, at the option of the member involved, commence at clause (a) of Section 2 set out in this Schedule, and the provisions of clauses (b), (c), (d), (e), (f) and (g) shall apply.

SCHEDULE "B"

SICK LEAVE CREDITS

1. Each member of the bargaining unit shall receive a gross credit of one and one-half (1 ½) days sick leave for each unbroken month of service with the York Regional Police, such credit to be cumulative during the service of the member. For the purpose of this section, service shall not be broken by a member's absence from duty caused by authorized compassionate leave or illness not in excess of three days in any one month or days off on vacation or leave of absence while on military service. Service shall also not be broken when a member is on leave as a result of an injury or illness approved as compensable pursuant to the Workplace Safety and Insurance Act for a maximum period of eighteen (18) months.
2. Each member of the bargaining unit shall receive sick leave credit from the beginning of the first complete calendar month after commencement of duties.
3. Each member shall be eligible to receive sick leave pay, at full salary for any time lost by reason of illness or injury, however contracted, to the full extent of sick pay credits accumulated by the member, at the time of each absence, except where an award is made under the Workplace Safety and Insurance Act. In the event the Board authorizes compassionate leave in excess of that authorized it may, in its sole discretion, provide that any payment for such time may be deducted from the member's sick leave credits.
4. The number of days or parts thereof for which a member received sick leave pay shall be deducted from his cumulative sick leave credits.
5. Each member shall be provided with computer access to his/her accumulated number of sick leave credits, as updated monthly.
6. Upon completion of five (5) years service, a member who leaves the service or who is eligible for pension shall be paid a full day's pay at the prevailing rate of salary, for one-half (1/2) the number of days standing to his credit in sick leave on the date of his retirement or resignation up to a maximum of six (6) months salary.
7. In the event of death, a member's estate shall be entitled to receive one-half (1/2) the number of days accumulated in the sick leave credits at the prevailing rate of salary up to a maximum of six (6) months salary.
8. In the event the Regional Municipality of York adopts a superior sick leave plan for its employees, the Association reserves the right to negotiate the implementation of the said plan with the Board.

9. A member entitled to sick leave credits may utilize up to 60 hours per calendar year in order to care for ill family members including his or her spouse and the children and parents of the member or the member's spouse. Such absence shall be deducted from the member's bank of accumulated sick credits.
10. A member shall notify the Board in writing of his intention to claim damages against a third party for injury or illness which has caused the member to be off duty for which absence the member receives sick leave salary. The Board shall authorize the restoring of the member's accumulated sick pay credits equivalent to the amount of recovery received.
11. In the event of any dispute between the member's physician and the Board's medical doctor concerning a member's fitness to work, the parties shall agree upon an independent physician (who may be a specialist) who shall examine the member and have access to his/her medical records. The independent physician, in consultation with the Board's medical doctor and the member's physician, shall decide upon the fitness of the member to work (with or without restrictions). In the event the parties are unable to agree upon an independent physician an arbitrator, appointed under the arbitration provisions of the collective Agreement, shall appoint one.

SCHEDULE "B"

(COMPRESSED WORK WEEK)

SICK LEAVE CREDITS

1. Each member of the bargaining unit shall receive a gross credit of twelve (12) hours sick leave for each unbroken month of service with the York Regional Police, such credit to be cumulative during the service of the member. For the purpose of this section, service shall not be broken by a member's absence from duty caused by authorized compassionate leave or illness not in excess of twenty-four (24) hours in any one month or days off on vacation or leave of absence while on military service. Service shall also not be broken when a member is on leave as a result of an injury or illness approved as compensable pursuant to the Workplace Safety and Insurance Act for a maximum period of eighteen (18) months.
2. Each member of the bargaining unit shall receive sick leave credit from the beginning of the first complete calendar month after commencement of duties.
3. Each member shall be eligible to receive sick leave pay, at full salary for any time lost by reason of illness or injury, however contracted, to the full extent of sick pay credits accumulated by the member, at the time of each absence, except where an award is made under the Workplace Safety and Insurance Act. In the event the Board authorizes compassionate leave in excess of twenty-four (24) hours it may, in its sole discretion, provide that any payment for such time may be deducted from the member's sick leave credits.
4. The number of tours of duty or parts thereof for which a member received sick leave pay shall be deducted from his cumulative sick leave credits.
5. Each member shall be provided with computer access to his/her accumulated number of sick leave credits, as updated monthly.
6. Upon completion of five (5) years service, a member who leaves the service or who is eligible for pension shall be paid a full eight (8) hour day's pay at the prevailing rate of salary, for one-half (1/2) the number of days standing to his credit in sick leave on the date of his retirement or resignation up to a maximum of six (6) months salary.
7. In the event of death, a member's estate shall be entitled to receive one-half (1/2) the number of eight (8) hour days accumulated in the sick leave credits at the prevailing rate of salary up to a maximum of six (6) months salary.

8. In the event the Regional Municipality of York adopts a superior sick leave plan for its employees, the Association reserves the right to negotiate the implementation of the said plan with the Board.
9. A member entitled to sick leave credits may utilize up to 60 hours per calendar year in order to care for ill family members including his or her spouse and the children and parents of the member or the member's spouse. Such absence shall be deducted from the member's bank of accumulated sick credits.
10. A member shall notify the Board in writing of his intention to claim damages against a third party for injury or illness which has caused the member to be off duty for which absence the member receives sick leave salary. The Board shall authorize the restoring of the member's accumulated sick pay credits equivalent to the amount of recovery received.
11. In the event of any dispute between the member's physician and the Board's medical doctor concerning a member's fitness to work, the parties shall agree upon an independent physician (who may be a specialist) who shall examine the member and have access to his/her medical records. The independent physician, in consultation with the Board's medical doctor and the member's physician, shall decide upon the fitness of the member to work (with or without restrictions). In the event the parties are unable to agree upon an independent physician an arbitrator, appointed under the arbitration provisions of the collective Agreement, shall appoint one.

Schedule C
Uniform Salary Schedule

Rank	Length of Service	01-Jan-10 2.3914%	01-Sep-10 0.7752%	01-Jan-11 2.75%	01-Jan-12 3.0%
Detective Sergeant	Less than 8 years	\$101,587	\$102,375	\$105,190	\$108,346
Staff Sergeant	Between 8 and 16 years	\$104,006	\$104,812	\$107,694	\$110,926
126% of 1st Class Constable	Between 17 and 22 years	\$106,424	\$107,250	\$110,199	\$113,505
	23 years and over	\$108,843	\$109,687	\$112,703	\$116,085
Detective	Less than 8 years	\$91,912	\$92,625	\$95,172	\$98,027
Sergeant	Between 8 and 16 years	\$94,331	\$95,062	\$97,676	\$100,607
114% of 1st Class Constable	Between 17 and 22 years	\$96,749	\$97,500	\$100,181	\$103,186
	23 years and over	\$99,168	\$99,937	\$102,685	\$105,766
Detective Constable	Less than 8 years	\$82,236	\$82,874	\$85,153	\$87,708
6-12 months in unit	Between 8 and 16 years	\$84,655	\$85,311	\$87,657	\$90,288
2% Premium	Between 17 and 22 years	\$87,073	\$87,749	\$90,162	\$92,867
	23 years and over	\$89,492	\$90,186	\$92,666	\$95,447
Detective Constable	Less than 8 years	\$86,066	\$86,733	\$89,118	\$91,792
12+ months in unit	Between 8 and 16 years	\$88,485	\$89,170	\$91,622	\$94,372
6.75% Premium	Between 17 and 22 years	\$90,903	\$91,608	\$94,127	\$96,951
	23 years and over	\$93,322	\$94,045	\$96,631	\$99,531
Training Officer	Less than 8 years	\$85,461	\$86,124	\$88,492	\$91,147
6% Premium upon ratification	Between 8 and 16 years	\$87,880	\$88,561	\$90,996	\$93,727
	Between 17 and 22 years	\$90,298	\$90,999	\$93,501	\$96,306
	23 years and over	\$92,717	\$93,436	\$96,005	\$98,886
1st Class Constable	Less than 8 years	\$80,624	\$81,249	\$83,483	\$85,988
	Between 8 and 16 years	\$83,043	\$83,686	\$85,987	\$88,568
	Between 17 and 22 years	\$85,461	\$86,124	\$88,492	\$91,147
	23 years and over	\$87,880	\$88,561	\$90,996	\$93,727
2nd Class Constable	Less than 8 years	\$71,778	\$72,334	\$74,323	\$76,553
	Between 8 and 16 years	\$74,197	\$74,771	\$76,827	\$79,133
	Between 17 and 22 years	\$76,615	\$77,209	\$79,332	\$81,712
	23 years and over	\$79,034	\$79,646	\$81,836	\$84,292
3rd Class Constable	Less than 8 years	\$62,287	\$62,770	\$64,496	\$66,431
	Between 8 and 16 years	\$64,706	\$65,207	\$67,000	\$69,011
	Between 17 and 22 years	\$67,124	\$67,645	\$69,505	\$71,590
	23 years and over	\$69,543	\$70,082	\$72,009	\$74,170
4th Class Constable	Less than 8 years	\$54,518	\$54,941	\$56,452	\$58,146
	Between 8 and 16 years	\$56,937	\$57,378	\$58,956	\$60,726
	Between 17 and 22 years	\$59,355	\$59,816	\$61,461	\$63,305
	23 years and over	\$61,774	\$62,253	\$63,965	\$65,885
Cadet	Less than 8 years	\$44,260	\$44,603	\$45,830	\$47,205

SCHEDULE "D"

COMPRESSED WORK WEEK

Members working the Compressed Work Week shall be governed by the following provisions, and not by the provisions of Articles 6; 9; 11; 12; and Schedule "B", of the Uniform Agreement.

ARTICLE 6 - SICK LEAVE GRATUITIES

- 6.1 The parties hereto adopt the Sick Leave Plan as set out in Schedule "B" at the end of the "Compressed Work Week" Schedule ("D").
- 6.2
- (a) Management may request that a member who is absent from duty by reason of illness for more than five (5) eight hour consecutive days or four (4) 12 hour consecutive days submit a medical certificate to the Chief of Police.
 - (b) Management will not request information from a medical practitioner without obtaining appropriate consent from the member. The member agrees to provide consent.
 - (c) Any costs incurred by a member in order to comply with this Article shall be paid by the Board.
 - (d) The parties recognize the confidentiality of health and medical information of a member shall not be divulged to a third party without the member's explicit and informed consent or as otherwise required by law.
- 6.3 Each member shall contribute eight (8) hours of his accumulated sick leave to a Central Sick Leave Bank and shall give additional eight (8) hour periods as required. A member who continues to be medically unfit for duty after he has exhausted his sick leave credits may draw from this Central Sick Leave Bank. Before any member is allowed to draw from the Central Sick Leave Bank he must submit a medical report from his physician for consideration by the Association who will determine the member's eligibility to draw from the Central Sick Leave Bank. The decision of the Association with respect to the member's eligibility to draw from the said Bank shall be subject to the approval of the Board.

ARTICLE 9 - HOURS OF WORK AND PREMIUM PAY

- 9.1 The normal period of work which a member is required to perform in a period of eight (8) consecutive days shall be four (4) twelve (12) hour tours of duty. A member who performs his duties in one (1) period of twelve (12) consecutive hours shall, where the requirements of the service permit, be allowed two forty-five (45) minute lunch breaks.

One forty-five (45) minute break during the first six (6) hours of the tour of duty and one forty-five (45) minute break during the second six (6) hours of the tour of duty. Where a member is unable to take the first forty-five (45) minute break due to the exigencies of the service he shall receive one and one-half (1-1/2) hour during the second six (6) hours of his tour of duty subject to the exigencies of the service. If required, a member shall spend fifteen (15) minutes of his lunch hour writing reports, completing investigations, case preparations or any other similar requirements relating to the member's duties before resuming his detail. If a member does not receive at least one (1) hour for lunch during his twelve (12) hour tour of duty, he shall be compensated for any lost time at straight time rates.

- 9.1 (A) A member shall be credited with accrued time to a maximum of 104 hours per annum calculated on the basis of the actual time spent working a compressed work week. Members shall receive this time in two blocks with each block being not more than 52 hours. The first block to be credited on January 1st, the second to be credited on July 1st, during the calendar year of this Agreement.
- (B) Accrued time shall be taken off in time only by Agreement between the member and his Unit Commander subject to the exigencies of the service. If the member has any accrued time remaining to his credit six (6) weeks prior to the end of each six (6) month period, the York Regional Police shall assign such remaining time, subject to the exigencies of the service and;
- (1) time shall be assigned in minimum blocks of four (4) hours;
 - (2) a member shall receive at least twenty-four (24) hours notice for any time assigned to the member that exceeds four (4) hours;
 - (3) a member who is unable to use his accrued time due to illness, or due to injury or illness compensable under the Workplace Safety and Insurance Act prior to December 15 of the calendar year in which the illness or injury occurred, shall subject to the approval of the Chief of Police be permitted to take such time off between December 15 and December 31 of the calendar year. If the time is not taken by December 31, as aforesaid, the member shall be credited with any remaining time on January 1st of the following calendar year.
- 9.2 The Board agrees that subject to the exigencies of the service, as determined by the Chief of Police, a member's days off in each week shall be consecutive and that such days off shall rotate so that each member receives approximately the same number of weekends during the calendar year.

Call-back

- 9.3 (A) "Call-back" means the calling back of a member to duty after he has reported off duty and before his next following period of duty, but does not include call-back to face disciplinary action or call-back not more than one hour prior to a member's regular period of duty where the member is given compensating time off therefore at the end of such period of duty, nor shall it include any additional duty which has been previously posted or where a member has received at least seventy-two (72) hours notice, in writing or verbally, provided that such time is confirmed on the posted duty roster that such additional duty has to be performed.
- (B) Call back compensation will be calculated based on the time members physically report for duty at the building to which they are normally assigned or the location to which they are called out.
- (C) Call back compensation will be calculated based on the time the call back is received for members assigned to the following units only: Child Abuse; Sexual assault; Hold up; Special Services; Drugs and Vice Auto/Cargo Recovery; Intelligence; Homicide; Forensic Identification; Emergency Response Unit; Air Support; Canine; Incident Response (Public Order and Search and Rescue); Marine/Underwater Recovery; Traffic Collision Reconstruction; Professional Standards; Corporate Communications; High Risk Offender Unit; and Information Technology."
- In certain circumstances, and with the prior approval of a Senior Officer, members of the units listed in 9.3(C) above, may complete the call back requirements without the member physically reporting for duty at the building to which he is normally assigned or the location to which he is called out, as required in 9.3(B). In the event that the member appropriately completes a call back without physically attending at the location to which he is normally assigned or called out, a Senior Officer must sign off on the completion of the call back.
- (D) The member shall be credited with three (3) hours at time and one half for the first hour or part thereof of each call-back. The member shall be credited for overtime, in accordance with Article 10.2, upon the completion of the first hour of each call-back.

Scheduling

- 9.4 The Board agrees that the days and hours of work of each member shall at all times be decided by the Chief of Police and except in a case of an emergency, he shall give consideration to the following:

- (a) No member shall be required to work a shift of less than eight (8) hours.

- (b) There shall be at least ten (10) hours off duty between shifts.
- (c) Members assigned to rotating shifts shall, subject to the exigencies of the service, regularly rotate from one shift to another so that an equal amount of time will be spent by a member on each shift, provided, however, that by mutual consent between a member and the Unit Commander of his District, a member may spend more time on one shift than any other.

9.5 Deleted

9.6 Each member's daily duty roster shall be posted six (6) weeks in advance of each shift but such daily duty roster shall be subject to change depending on the exigencies of the service as determined by the Chief of Police whose discretion in this regard shall be exercised reasonably.

9.7 **Shift Premiums**

- (A) A member who is scheduled to work on the Compressed Work Week Schedule, as set out in Schedule D of this agreement, shall receive a \$250 per annum shift premium.
- (B) A member, not covered by paragraph (A), who is scheduled to work on a schedule which includes shifts with varying start times shall receive a \$150 per annum shift premium. Shifts with varying start times are defined as shift schedules which include a shift with a start time at 11:00 a.m. or later.
- (C) If a member is scheduled to work a shift schedule set out in paragraphs (A) or (B) for less than a full calendar year, he or she shall receive a pro rata amount for the actual amount of time he or she was scheduled to work on the applicable shift rotation.
- (D) Any shift premium pay owing to a member in accordance with paragraphs (A) or (B) shall be paid to the member on the first pay cheque of December in each calendar year.
- (E) The payment of any shift premium pay shall be in addition to a member's salary but shall not be included for the purpose of calculating overtime pay rates.

Effective January 1, 2011, the shift premium set out in paragraph (A) shall increase to \$300 and the shift premium set out in paragraph (B) shall increase to \$175.

Effective January 1, 2012, the shift premium set out in paragraph (A) shall increase to \$350 and the shift premium set out in paragraph (B) shall increase to \$200. **(Amended effective January 1, 2010)**

Stand-by

- 9.8 Members who are required to be on “stand-by” – defined as those occasions where a member is directed or scheduled by a Senior Officer to be personally available to report for work and capable of performing duties without impairment of any kind – shall be provided with two (2) hours in their overtime bank for every day that they are so directed and scheduled.

Members on stand-by must be 1) immediately accessible by telephone or pager, 2) must report for duty within one (1) hour and fifteen (15) minutes of notification, barring exceptional and uncontrollable circumstances, 3) must be capable of performing duties without impairment of any kind at all times and 4) may not refuse the call-out. It is understood and agreed that answering telephone calls without being directed or scheduled as on stand-by by a Senior Officer is not compensable as stand-by duty.

In the event that a member on stand-by is required to attend at work the member shall also be compensated in accordance with the call-back provision in addition to any other applicable provisions of this agreement.

ARTICLE 11 - COURT TIME

- 11.1 "Court" includes a commission of inquiry, including a departmental trial or hearing and a statutory tribunal.
- 11.2 (A) "Court time" means time spent by a member during his off duty hours in attendance before any court under subpoena or court appearance notice or as otherwise authorized by the member's supervisor where the member attends court in his capacity as a police officer. Court time shall not include time spent in court for personal reasons.
- (B) No member shall be entitled to call-back time, court time or overtime by reason only of his appearance before any tribunal as a person charged under the provisions of the Police Services Act of Ontario or any Regulations made pursuant thereto.
- 11.3 "Court sessions" for the purpose of this section shall mean either: (1) a sitting of the court commencing with its opening in the morning and terminating in its adjournment for lunch; or (2) a sitting commencing after lunch and adjourning for the evening or for an evening meal; or (3) a sitting commencing in the evening as a night court or after an evening meal until its adjournment. Any of the three (3) aforementioned sittings or part thereof shall, for the purpose of calculating court time, each constitute a separate court session.
- 11.4 (A) Subject to the provisions of Section 11.4 (B), 11.5, 11.6 and 11.8, for the purposes of recording and calculating compensation, court time shall be treated as

overtime with a minimum of four (4) hours for each separate court session thereof and shall be paid in accordance with Section 10.4.

- (B) When a member is required to attend a morning court session as defined in Section 11.3 (1), after he has worked a posted midnight shift that ends at 6 a.m., 7 a.m. or 8 a.m., the member's accumulated overtime record shall be credited, at straight time, from the later of 7 a.m. and the actual time between the completion of the member's tour of duty, which shall include any regular overtime worked by the member after the end of his shift, to the commencement time of the morning court session. Any time worked by a member after his or her regular tour of duty shall be paid at overtime rates. Any time credited to the member's accumulated overtime record in accordance with this provision shall be paid in accordance with Section 10.4 (A).

11.5 When a member, through no fault of his/her own, is required to attend at court on any occasion during his annual vacation the member shall be granted twenty-four (24) hours extra leave in compensation for the first day or part thereof and thereafter eight (8) hours of extra leave for each day or part day in court, in addition to court time in accordance with Article 11.4. Such extra leave shall be consecutive days. The member shall also be paid any reasonable expenses incurred by him/her as a result of his/her return from vacation. For the purposes of clarity, the member's vacation days shall not be restored to his/her bank in the event of return from vacation pursuant to this article.

11.6 Where the court before which the member attends is located outside the Regional area, and where the member is required to travel on off duty time, he shall be credited with three (3) hours for traveling at straight time and paid in accordance with Article 10.4. **(Amended effective April 13, 2010)**

11.7 (A) When a member is entitled to the payment of a fee and/or expenses from a Court, the member shall be responsible for the collection of such monies from the Court. Upon receipt of such monies from the member, his Unit Commander shall pay the member his allowance in accordance with the provisions of this Agreement. If the member is not entitled to the payment of a fee and/or expenses from a Court, his Unit Commander shall pay the member his allowances, in accordance with the provisions of this Agreement, upon request by the member after his attendance at court.

- (B) When a member who is not scheduled for duty is required by summons or directed by a supervisor to attend Court outside The Regional Municipality of York boundaries, he shall be entitled to the payment of a mileage allowance for the actual kilometres he travels, in his own vehicle, from his place of departure being either his normal District Detachment or his home, to the place of the Court and return. Such payment is to be equated at the going rate set by The Regional Municipality of York in effect at that time. **(Amended effective July 2, 2009)**

Mileage for members attending court on a day they are scheduled for duty is covered by Article 21.

- 11.8 When a member is required to attend court during his normal tour of duty and is prevented from going off duty at his normal time, such additional time that is spent in the service of the York Regional Police shall be credited to the member's accumulated overtime record in accordance with Section 10.3.
- 11.9 With the consent of the Chief of Police and by mutual consent of a member and the Unit Commander of his District, a member may be excused from duty on the next following night shift if he has made two (2) or more appearances in court following a tour of duty on the preceding night shift. Such time off shall be deducted from any overtime, accrued time or statutory holiday time to which the member may then be or thereafter entitled. Further, a member required to attend court immediately following a tour of duty on a night shift may, subject to the exigencies of the service, be excused from duty four (4) hours prior to the end of his shift. Such time off shall be deducted from any overtime, accrued time or statutory holiday time to which the member may then be or thereafter entitled.
- 11.10 When a member who has retired and is in receipt of an OMERS pension is required to attend court resulting from his/her duties as a member of York Regional Police, he/she shall be compensated for such attendance at the rate of \$75.00 per day.

ARTICLE 12 - ANNUAL VACATION

- 12.1 Each member of the bargaining unit shall be entitled to vacation with full pay on the following basis:
- A member shall become entitled to increased vacation after the first day of January in the year in which the anniversary of the requisite period of service falls, unless the member resigns prior to the anniversary date. For purposes of calculating vacation entitlement under Article 12.1 only, it is agreed and understood that service with the York Regional Police or as a member of one of the police forces of the former municipalities of the County of York shall include all time spent as a cadet, sworn officer or civilian. Service shall also include "outside service", defined as time spent as a cadet, sworn officer or civilian member of any recognized Canadian police service, including military police. It will be the member's responsibility to provide proof of Outside Service, which shall consist of a signed letter from an authorized representative of a recognized Canadian police service, including military police, confirming start and end dates of employment as well as positions held.
- (a) Less than one (1) year of service one (1) working day (8 hours) for each full month of service in the year first employed up to a maximum of ten (10) working days (80 hours).

- (b) One (1) year of service and less than five (5) years of service fifteen (15) working days (120 hours).
- (c) Five (5) years of service and less than ten (10) years of service eighteen (18) working days (144 hours).
- (d) Ten (10) years of service and less than fifteen (15) years of service twenty (20) working days (160 hours).
- (e) Fifteen (15) years of service and less than twenty (20) years of service twenty-five (25) working days (200 hours).
- (f) Twenty (20) years of service and less than twenty-five (25) years of service thirty (30) working days (240 hours).
- (g) Twenty-five (25) years of service and less than thirty (30) years of service thirty-five (35) working days (280 hours).
- (h) Thirty (30) years of service and more, thirty-five (35) working days (280 hours), plus one (1) additional working day of vacation (8 hours) for each additional year of service. **(Amended effective January 1, 2009)**

12.2 A member may make application to the Board through the Chief of Police for permission to take his full vacation period consecutively any time during the year.

12.3 Where in any year a member leaves the York Regional Police prior to receiving his annual vacation in that year he shall be given a proportionate number of hours of his normal vacation ordinarily due him before the member's name is removed from the pay sheet or before his resignation becomes effective. A member who leaves the York Regional Police after receiving his annual vacation and prior to the completion of that year, shall have a proportionate number of hour's salary deducted from any salary due him.

12.4 Where in any year a member dies prior to receiving his annual vacation in that year, there shall be paid to his estate an amount equal to the salary that would have been paid to him on account of normal vacation.

12.5 Annual vacation shall be taken by members as approved by the Chief of Police.

12.6 For the purposes of this Article seniority in the rank of Constable shall be defined as length of service from the date of being sworn in as a Police Officer with the York Regional Police.

In allocating dates for annual vacations rank and seniority in rank shall prevail, subject to the approval of the Chief of Police and the exigencies of the Service.

Selection of annual vacation for vacation days to which members are entitled as a result of service as a member of York Regional Police must be submitted no later than October 15th of the preceding year. Modification shall be allowed subject to the approval of the Chief or his designate.

Additional vacation time to which members are entitled as a result of Outside Service shall be submitted in a second round of vacation selection no later than November 15th of the preceding year. Modification shall be allowed subject to the approval of the Chief or his designate.

On December 1, the Board shall provide members with written notice indicating any time left in the member's vacation bank that remains unscheduled for the upcoming year. The member shall have until December 15 to schedule any remaining unscheduled vacation hours failing which the remaining hours may be assigned by the Chief or his designate in consultation with the member.
(Amended effective January 1, 2009)

12.7

A member who is medically unfit for duty at the time of the commencement of his/her scheduled vacation as a result of an injury or illness 1) compensable under the Workplace Safety and Insurance Act and in receipt of benefits from the Workplace Safety and Insurance Board or 2) for which medical documentation has been provided and which has resulted in an approved medical leave or being unfit for regular duties each for 30 days or more, shall be entitled to reschedule his vacation, provided the vacation as rescheduled is taken before December 15th of the calendar year in which the injury occurred, or December 31st of that year if approved by the Chief of Police, such approval not to be unreasonably withheld. If the member remains medically unfit for duty such that the rescheduled time is not taken by December 31st as aforesaid, the member shall be entitled to choose to either (1) receive in the first pay period of the following calendar year an amount equal to the salary he would normally receive in respect of the vacation time not taken or (2) carry over the vacation to the following year, to be scheduled as approved by the Chief or his designate. In the event that the member chooses to carry over the vacation to the following year, the time must be taken prior to the end of the following calendar year.

In the event that the carried-over time is not taken prior to the end of the following calendar year, the member shall receive a payout at the salary rate applicable when the vacation time was earned. It is further understood and agreed that regardless of seniority, no scheduling of any carried over vacation time will result in any member's scheduled vacation being cancelled or bumped.

A member who is on suspension, either paid or unpaid, at the time of the

commencement of his scheduled vacation, shall not be required to report in for the period of his scheduled vacation. A member who is on suspension, either paid or unpaid, and who has not scheduled his vacation for the year shall do so as soon as requested and, once such vacation time is approved, shall not be required to report in during the scheduled vacation time.

- 12.7
- (A) 1. Not more than 15% of the members excluding Staff Sergeants and Sergeants assigned to the same platoon shall be granted vacation at the same time.
2. Each member may select his entire annual vacation entitlement in accordance with this article and the policy of the York Regional Police.
3. Annual vacation dates shall be selected in blocks of four (4) consecutive tours of duty equaling forty-eight (48) hours, eight (8) hours of which shall be deducted from the member's accrued time. If the member does not have any accrued time to his credit, such time owing may be deducted from his overtime or paid holiday time bank.
4. For the purpose of recording and calculating compensation under the provisions of Section 11.5, a block of vacation time shall include the member's three (3) off days immediately following the block. Where a member takes two (2) consecutive blocks of vacation the member's two (2) days off preceding the second vacation block shall be included as vacation and not the two (2) off days following the vacation block.
5. Within each district platoon, no more than 50% of the total number of Staff Sergeants and Sergeants, assigned to that platoon, may be on annual vacation at the same time. Where there is an uneven number of Staff Sergeants and Sergeants assigned to a district platoon, the number permitted to be on annual vacation at the same time shall be rounded up.
(Amended effective April 13, 2010)

- 12.8
- When the exigencies of the service prevent properly scheduled or assigned vacation entitlement from being taken by December 31st in any one (1) calendar year, the member shall receive in January of the following calendar year, an amount equal to the salary he would normally receive in respect of the unused entitlement. **(Amended effective January 1, 2009)**

SCHEDULE “E” UNIFORM WORKING AGREEMENT

1. Background

- 1.1 The purpose of job sharing is to accommodate the personal needs of a member. The goal of this agreement is to permit job sharing to occur with minimal impact on efficiency or productivity by allowing two uniform members to share equally the duties and responsibilities of one full-time position.
- 1.2 The provisions of Schedule "E" take precedence over the other provisions of Uniform Working Agreement where there is a conflict.

2. Definitions

- 2.1 "Job Share" means that two members occupy one complement position, the duties of which they are both fully qualified to perform, so that they equally share the responsibilities, remuneration and benefits of that position;
- 2.2 "Participant" means a member who is participating in a Job Share.

3. Eligibility

- 3.1 To participate in a Job Share, an individual must be a member of the York Regional Police having attained at least the rank of First Class Constable, unless otherwise agreed to and approved by the Job Share Committee. Further, only the individuals in the following positions are eligible to apply to participate in a job share: front-line policing duties (including Community Orientated Response), Community Resources Centre, Crime Stoppers, Mental Health Support, Personal Safety, Victim Assistance, Senior Liaison and Recruiting. If any of the positions identified above are designated as staff development positions, the job share participant(s) must meet all requirements of the staff development procedure in order to be eligible to participate in the job share.

4. Commencement of a Job Share

- 4.1 A Job Share Committee shall be established, comprised of an equal number of representatives from the Association and Board.
- 4.2 The Job Share Committee shall maintain a list of members who may be interested in participating in a Job Share.
- 4.3 A member interested in participating in a Job Share shall submit a written application to the Job Share Committee, specifying the proposed terms of the Job Share. The interested member shall provide as much notice as possible. It is generally expected that it will take at least a minimum of three months between application date and the commencement

date of any Job Share. The parties recognize that some applications may take significantly longer and likewise agree to process applications as quickly as possible when there is urgency.

- 4.4 Where only one member makes application to participate in job sharing, the Board shall attempt to determine the interest of other members in participating in a Job Share arrangement through a posting procedure. Where more than one member applies to participate in the Job Share, the senior qualified candidate shall be selected. Subject to paragraph 4.7, where no qualified member applies, the job sharing application shall still be reviewed and considered by the Job Share Committee and the Board as set forth in paragraphs 4.5 and 4.6 below.
- 4.5 At the completion of the posting process, the Job Share Committee shall review the proposed Job Share arrangement and make a recommendation to the Board within 30 days, taking into consideration the needs of York Regional Police and the needs of the member(s).
- 4.6 The Board shall not reject a member's application unreasonably and the member shall have the right to grieve any such decision by the Board. The parties acknowledge that Job Share arrangements must take into account the needs of the Service. This may result in the need to limit the number of Job Share arrangements that may be in place at one time. The parties will meet on a regular basis to monitor this agreement and to make whatever amendments or agreements are necessary to balance the accommodation of the personal needs of the members and the legitimate needs of the Service.
- 4.7 The parties agree that no more than one member may participate in a job share arrangement without a partner at any one time. The Board may, in its sole discretion, allow additional job share arrangements to continue without a partner, such discretion to be exercised reasonably taking into account the needs of the Service.
- 4.8 If the Board approves a member's application for job sharing, the Participant(s) and the Board shall execute a Job Share agreement setting out all the terms of the Job Share. Such agreement shall be in a form agreed to by the parties and attached hereto as Appendix 1.
- 4.9 Subject to early termination, the duration of the Job Share agreement shall be one year, and may be renewed, depending on the Service's needs, upon the request of the Participant(s) and the approval of the Job Share Committee. Thereafter, all Job Share arrangements are to be reviewed on at least an annual basis. Members shall have the right to grieve a decision by the Board to refuse the renewal of a job share agreement.

5. Salary and Benefits

- 5.1 A participant's salary shall be calculated at 50% of the applicable salary as set out in

Schedule "C". For clarity, any entitlement to Regional Policing Allowance and premiums under 17.12 through 17.16 (if not specifically dealt with below) shall be calculated based on 50% of a 1st Class Constable salary.

5.1.1 A participant's entitlement to:

- (a) annual vacation;
- (b) service pay;
- (c) sick leave;
- (d) paid holidays;
- (e) plainclothes allowance;
- (f) cleaning allowance;
- (g) accrued time;
- (h) shift premium;
- (i) Premiums for Breathalyzer Technicians, Intoxalyzer Technician and Scenes of Crimes Officers; and
- (j) special leave

shall be calculated at 50% of entitlement.

5.2 A Participant's entitlement to the allowances under Section 17.1, 17.2, 17.3, 17.7 and 17.9 of the Working Agreement is unaffected by the Job Share.

5.3 The Association shall determine its requirements for membership. Dues shall be as set by the Association from time to time for all members of the bargaining unit. The Association shall notify the Board in writing of its Dues structure and any changes thereto.

5.4 Participants are eligible for coverage under the insured benefits plan provided under Article 18 of the Uniform Working Agreement. The Board agrees to pay the full cost of premiums for group life and accidental death and dismemberment insurance, and long term disability insurance. A Participant may elect to participate in the extended health and dental plans, and if the Participant so elects he/she shall pay 50% of the premiums. The Board agrees to pay the balance of the premiums.

5.5 Pension contributions and credits will be adjusted in accordance with the OMERS regulations.

5.6 A Participant's service accumulates on a pro rata basis according to hours worked.

5.7 Members shall receive 100% of their Regional Policing Allowance entitlement earned prior to commencing a job share. During the period when a member is participating in a job share, service for the purposes of entitlement to the Regional Policing Allowance shall accumulate at a rate of 50%.

6. Hours Worked

6.1 A Job Share agreement will specify the shift schedule for each Participant.

6.2 Participants may only change the schedules in the Job Share agreement by,

- (a) obtaining Shift Supervisor's approval; and
- (b) obtaining approval of the Manager, Human Resources; and
- (c) requesting changes in schedules no less than ten days before the changes are to commence, unless otherwise approved by the Manager, Human Resources.

NOTE: The provisions of this section are not intended to impact on individuals who may make changes to their shifts with the approval of their supervisor.

7. Termination of a Job Share

7.1 Either participant in a job share agreement may apply to terminate the agreement prior to its expiry upon not less than three (3) months' written notice. The Job Share Committee shall make a recommendation to the Board regarding the application and the Board shall consider extenuating circumstances in determining whether to approve the application. Any approval shall address the return of the participants to their full-time positions.

7.2 If a Job Share agreement is terminated early for any reason except pursuant to paragraph 7.1 and if one Participant so requests, the Job Share Committee shall assist the Participant to locate another member who may be interested in participating in a Job Share.

7.3 The Job Share Committee shall continue to provide assistance to such member for a period of no less than 30 days.

7.4 While the Job Share Committee is providing assistance to the member, the provisions of the Job Share agreement continue to apply to that member. If a Job Share partner is not found through the procedures set out in paragraph 4.4 above, the Job Share will be terminated subject to paragraphs 4.7.

8. Return to Work

8.1 When a Job Share agreement expires, the Participants shall return immediately to their full time position, unless the Participant enters into a new Job Share arrangement.

9. Term of this Provision

9.1 The parties agree that Uniform job sharing is still being evaluated and that Schedule "E" shall be in effect until December 31, 2011.

LETTER OF UNDERSTANDING

BETWEEN:

The Regional Municipality of York Police Services Board

(Hereinafter the "Board")

- and -

The York Regional Police Association

(Hereinafter the "Association")

MEDICAL DOCUMENTATION

WHEREAS the parties agree that the members have a right to have their personal medical information treated sensitively given the private nature of much of this information;

AND WHEREAS the parties also recognize that there are occasions when the Board may legitimately request certain medical information in order to: 1) verify an absence due to illness; 2) certify that a member is fit to return to work safely; and 3) accommodate a member by modifying his or her duties or schedule for health related reasons;

THEREFORE, the parties agree as follows:

1. The parties agree to establish a joint committee with an equal number of representatives from the Association and the Board to discuss issues that have arisen around the requests for and provision of medical documentation by members to the Board.
2. Within six (6) months of the ratification of this working agreement the Committee shall make recommendations to the parties regarding the following:
 - a. A process for dealing with requests by the Board for medical documentation from members;
 - b. The content of standardized forms requesting medical documentation from members;
 - c. If deemed necessary, proposals for amendments to the working agreements regarding the request for and provision of medical documentation by members to the Board;
 - d. Safeguards to ensure the privacy of members' medical information.
3. If the Committee makes recommendations regarding amendments to the working agreements, and these recommendations are accepted by the parties, they shall form part of the working agreement and shall be enforceable as such.

LETTER OF UNDERSTANDING

BETWEEN:

The Regional Municipality of York Police Services Board

(Hereinafter the "Employer")

- and -

The York Regional Police Association

(Hereinafter the "Association")

Management/Labour Relations

WHEREAS the Association has expressed concern in bargaining regarding the potential for management to unilaterally alter conditions of employment, including hours of work;

AND WHEREAS the Employer has indicated a requirement that determination of core management functions, such as staffing levels and hours of work, remain a management prerogative;

AND WHEREAS the parties seek resolution which will address the concerns of both the Association and the Employer;

NOW THEREFORE the parties agree as follows:

1. The Employer and the Association agree to establish monthly meetings between the Executive Command Team and the Association Executive to discuss issues of concern. It is agreed that these monthly meetings will be scheduled as far in advance as possible and that an agenda outlining issues to be discussed will be circulated prior to the meeting. Both the Association and the Employer shall be entitled to add any items for discussion to the agenda. The meetings will have as their goal to discuss and attempt to resolve areas of concern to both the Association and the Employer.
2. The parties specifically agree to include in such monthly meetings full discussion with respect to any proposed changes to existing shifts and/or the implementation of new shifts.

3. Without prejudice to the parties' respective positions concerning the right to make changes to existing shifts and/or to implement new shifts, the Employer agrees that no new shifts shall be implemented and no existing shifts will be changed without prior discussion at a monthly meeting referred to in paragraph 1.
4. The Employer agrees to establish a minimum staffing number in the Communication Center and to discuss at the Committee referred to in paragraph 1 what such minimum staffing number will be in the Communication Centre and whether it will necessitate any changes to established practices within the Communication Centre. The parties also agree to discuss a minimum staffing level for Information Management.

DATED THIS 15th DAY OF June, 2006 at Newmarket, Ontario.

For the Board:

"David Barrow"

For the Association:

"John Miskiw"

Letter of Understanding

The Regional Municipality of York Police Services Board and the York Regional Police Association hereby agree:

1. The parties agree that the Letters of Understanding appended to the Uniform and Civilian Working Agreements, dated June 17, 1987; June 21, 1989; July 12, 1989 (Civilian); June 11, 1991; January 1, 1992; July 16, 1997; January 20, 1999; and February 24, 1999 shall be deleted, except as otherwise incorporated into this letter or the Working Agreements. Item 3 of the letter dated June 17, 1987 and item 4 of the letter dated June 21, 1989 shall remain in the current form.
2. Delete
3. That where a paid duty involves an assignment where it is known beforehand that persons will be consuming alcohol there will be a minimum of two (2) members assigned.
4. That where a paid duty is assigned to a function at a school or community dance where it is anticipated beforehand that in excess of 150 people will be present there will a minimum of two (2) members assigned.
5. That each member will be supplied with a current copy of the Working Agreement.
6. Delete
7. Delete
8. The Chief will recommend to the Board the retention or release of a probationary constable within the probationary period prescribed in Section 44 of the *Police Services Act*.
9. Subject to the exigencies of the service, any member transferred to another location within the York Regional Police, except for promotional reasons, shall be given a minimum of two (2) weeks notice, prior to the date of transfer, unless the member waives the right to such notice.
10. The Chief of Police may recommend to the Board, that a civilian employee on promotion or reclassification, who has forty-eight (48) months service, may start at a level higher than the six month rate noted at Schedule "A".
11. Delete
12. Delete
13. Delete

14. Delete

DATED THIS 31st DAY OF MAY, 2001.

For the Board:

“Margaret Black”

“David Barrow”

For the Association:

“David Kingston”

“Keith Aubrey”

Uniform and Civilian Working Agreement

Letter of Understanding

Between:

**The Regional Municipality of York Police
Services Board (the “Board”)**

- and -

York Regional Police Association

Joint Committees

1. Delete
2. The parties agree to establish a joint committee comprised of equal representatives of the Association and the Board to develop a new language to append to the Civilian Working Agreement governing certain working conditions for Special Constables, including hours of work, shift rotation and statutory holidays. The committee shall make its recommendations to the parties within one year of this agreement and, if accepted, the recommendations shall form part of the Civilian Working Agreement and be enforceable as such.
3. Delete

Signed this 14th day of July, 2003 at Newmarket, Ontario.

For the Board:	<u>“Vic Wilson”</u>	For the Association:	<u>“John Miskiw”</u>
	<u>“R.B. Callow”</u>		<u>“Keith Aubrey”</u>

Letter of Understanding

Article 15 Uniform and Civilian Collective Agreements – WSIB

WHEREAS the parties are engaged in discussions to address the pension and other entitlement issues arising relative to Wade Jackson, and the parties have also engaged in discussions regarding the language currently contained in Article 15 of each of the Uniform and Civilian Working Agreements relative to top up benefits while a member is in receipt of WSIB;

AND WHEREAS the parties wish to refer these matters to a joint committee to attempt to reach consensus;

NOW THEREFORE the parties agree that:

1. A joint committee comprised of two members representing the employer and two members representing the Association, will be established to review the existing language contained in Article 15 in the Uniform and Civilian Working Agreements, specially relating to entitlement to top up benefits, pension and other entitlements while in receipt of WSIB.
2. Following a review of the existing and the pension and top up issues, the committee shall make recommendations to the parties regarding any proposed amendments to the Working Agreements. The committee shall complete this work within six months of ratification by the parties of the Uniform and Civilian Working Agreements, or at another date as mutually agreed. If the parties adopt the committee's recommendations, their agreement to do so shall constitute an amendment to the Uniform and Civilian Working Agreements and shall form part of the agreements and be enforceable as such.
3. If the committee fails to make recommendations to the parties or if the parties cannot reach agreement on the committee's recommendations, either party may refer the issue to binding arbitration, using the grievance and arbitration provisions of the Working Agreements and the *Police Services Act*. The parties agree that the arbitrator so appointed shall have jurisdiction to (1) resolve the issues arising relative to Wade Jackson that fall properly within the scope of the working agreement; and (2) determine appropriate language for Article 15 of the Working Agreements. The award shall be deemed to be part of each working agreement.

DATED this 14th day of July, 2003.

For the Board:

“Vic Wilson”

“R.B. Callow”

For the Association:

“John Miskiw”

“Keith Aubrey”

Letter of Understanding

Between:

**The Regional Municipality of York Police
Services Board**

- and -

**The Regional Municipality of York Police
Association**

Collision Investigation Unit 10 Hour Shift

Whereas the parties agreed to conduct a pilot project for a 10 hour shift in the Technical Collision Investigation Unit (the "Unit") commencing January 1, 2002 and ending August 31, 2002;

And Whereas the members of the Unit have reviewed the 10 hour shift in accordance with the terms of the pilot project and wish to continue the 10 hour shift;

Now Therefore the parties agree as follows:

1. The members of the Unit will continue to be assigned 10 hour shifts, 4 days per week, in accordance with the schedule established during the pilot project.
2. Members working the 10 hour shift in this Unit will not be entitled to accrued time pursuant to Article 9.1 of Schedule "D" of the Uniform Working Agreement while assigned to such shift.
3. The shift may be amended at any time upon mutual agreement of the parties.

DATED THIS AGREEMENT MADE THIS 3rd day of September, 2003.

For the Board:

"David Barrow"

For the Association:

"John Miskiw"