



CIVILIAN WORKING AGREEMENT

2013 – 2015



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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

(the "Board")

- and -

THE YORK REGIONAL POLICE ASSOCIATION

(the "Association")

WHEREAS the Board and the Association are parties to a Uniform Working Agreement and a Civilian Working Agreement both of which expired on December 31, 2012;

AND WHEREAS the Board and the Association have been negotiating for the renewal of the two working agreements;

NOW THEREFORE the Board and the Association agree to resolve all outstanding issues as follows:

1. This Memorandum of Agreement is without prejudice to either the Board or the Association until it is ratified by the membership and the Board.
2. The negotiating committee of the Board and the Association both agree to unanimously recommend the ratification of this Memorandum to their respective principals.
3. The terms of this Memorandum constitute the full settlement of all matters in dispute for the working agreements.
4. Unless modified by the terms of this Memorandum, the terms and conditions of each of the working agreements which expired on December 31, 2012, shall continue in the respective working agreements.
5. The parties agree that unless otherwise expressly specified, all terms of this Memorandum shall become effective on the date of ratification.

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement:

- (a) "Exigencies of the service" means emergency needs of the service.
- (b) "Service" means continuous service from the date of being hired 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)**
- (c) This Agreement is to be read with all changes of number and gender required by the context.

ARTICLE 2 – RECOGNITION, SCOPE & MANAGEMENT RIGHTS

- 2.1 The Board recognizes the Association as the exclusive bargaining agent for those members of the civilian employees included in the classifications set out in Schedule "A" annexed hereto.
- 2.2 Subject to the Police Services Act, R.S.O. 1980, Chapter 381, the Ontario Municipal Employees Retirement System Act, R.S.O., 1980, Chapter 348 and to the Regional Municipality of York Act, R.S.O. 1980, Chapter 443, the Board or its duly appointed representatives and the duly appointed representatives of the Association will from time to time as required bargain and negotiate in mutual good faith for the purpose of making an Agreement in writing defining, determining and providing for remuneration, pensions, sick leave credit gratuities, grievance procedures or working conditions of the civilian employees.
- 2.3 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 or on the person who from time to time holds the office of Chief of Police of the York Regional Police.
- 2.4 The Association acknowledges that it is the responsibility of the Board to hire, classify, promote, demote and appoint members of the Police Service and generally supervise and govern 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.

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. **(Amended effective July 2, 2009)**

ARTICLE 3 - RELATIONSHIP

- 3.1 The Board agrees that it or its representatives will not discriminate, interfere with, restrain or coerce 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 Association agrees that it or its members will not discriminate against, interfere with, restrain or coerce any member of the York Regional Police who is not a member of the Association.
- 3.3 The Board and the Association and the members thereof respectfully agree that they will not directly or indirectly coerce, unduly influence, discriminate against or improperly restrain any of the civilian employees in connection with or relative

to, any matter or thing that is the subject matter of negotiations between the Board and 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 access to an electronic copy of the new working agreement which includes the capability of an electronic search function. The Association shall be provided with 50 printed copies of the new working agreement.

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 addressed 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 "B" to this Agreement shall apply.
- 5.3 Any member shall be entitled to be accompanied by an Association Representative during any grievance proceeding or dismissal proceeding.

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

- 6.1 The parties hereto adopt the Sick Leave Plan as set out in Schedule "C" 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 eligible member shall be enrolled and entitled to the pension and benefits provided pursuant to the Ontario Municipal Employees Retirement System Act.
- 7.2 With respect to the pension described 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.

ARTICLE 8 - SALARIES

- 8.1 It is agreed that the salary of each member included in the job classifications set out in Schedule "A" shall be the applicable salary as set out in Schedule "A" opposite such job classification.
- 8.2 The salaries of the members shall be paid by the Board at bi-weekly intervals.

ARTICLE 9 - HOURS OF WORK, CALL-BACK & 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 Subject to the exigencies of the service, as determined by the Chief of Police, the days off in each week of those members who are engaged in shift work shall be consecutive and such days off shall be so designated that all such members are off work 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. No additional call-back will be paid for consecutive shifts that result from the original call-back incident.

(E) When a member, through no fault of his/her own, is called-back on any occasion during his annual leave or a statutory holiday, the member shall be granted two (2) days extra leave in compensation for the first day or any part thereof. Such extra leave shall be consecutive days. The member shall be paid any reasonable expense incurred by him as a result of his return from vacation. For the purpose of clarity, the member's vacation days shall not be restored to his/her bank in the event of a return from vacation pursuant to this article.

Scheduling

- 9.4 The days and hours of work of each member shall be decided by the Chief of Police and subject to the requirements of the service. The Chief of Police shall, in determining such days and hours of work give consideration to designating the days and hours of work so that:
- (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) A member 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, providing, however, that by mutual consent between a member and the Officer in Charge of his District, a member may spend more time on one shift than any other; and,
 - (d) Where possible, permanent changes in the scheduling of a member's days and hours of work will be discussed with the Association in advance of the implementation of such changes.
- 9.5 Deleted
- 9.6 Members' 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.

Stand-by

- 9.7 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 Article 11.4 (A), 11.4 (B), 11.5 and 11.6, 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.

ARTICLE 11 - COURT ATTENDANCE

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 member of the Police Service. 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.

(C) A member served with a jury notice requiring attendance at court shall forthwith notify his immediate supervisor. The member shall be paid for the time actually spent on jury duty provided such member furnishes to his immediate supervisor a written statement from a proper public official certifying as to the date and time of the member's attendance for jury duty and the amount of such remuneration paid to him other than mileage and meal allowances. A member called for jury duty and who is temporarily excused from such duty must report for work if a reasonable period of time remains to be worked in his shift.

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 purpose 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 shift that ends at 3 a.m. or later, the member's accumulated overtime record shall be credited, at straight time, from the later of 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 or 6 a.m., for member's whose shifts end at 6 a.m. or earlier, or 7 a.m. for member's whose shifts end at 7 a.m. or later, to the commencement time of the morning court session, but no later than 9 a.m.. 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/her 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 20.
- 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 overtime that is spent in

the service of the York Regional Police shall be credited hour for hour to the member's accumulated overtime.

- 11.9 With the consent of the Chief of Police and by mutual consent of a member and their supervisor, a member may be excused from duty and 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 \$200 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.

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 A member who leaves the York Regional Police prior to receiving his annual vacation in that year shall be given a proportionate number of days of his vacation before his name is removed from the pay sheet or before his resignation becomes effective.

12.4 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.

12.5 A member who dies prior to receiving his annual vacation in that year, shall have paid to his estate any amount equal to the salary that would have been paid to him on account of his vacation.

12.6 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.

12.7 (A) In allocating dates for annual vacations, service as a member of the York Regional Police shall prevail, subject to the approval of the Chief of Police, or his designate and the exigencies of the Service.

(B) Subject to paragraph (a), supervisors and assistant supervisors shall select their vacation by seniority against other supervisors and assistant supervisors in the same unit and, if applicable, in the same platoon, in order to ensure adequate supervisory coverage in each unit and on each platoon. For purposes of clarity, supervisory personnel shall select their vacation independently of non-supervisory personnel.

12.8 A member who is medically unfit for duty at the time of the commencement of his 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.

12.9 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.

12.10 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.

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.

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 work days and is completed not more than twenty-one (21) calendar days after the death.

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

Marriage Leave

- 13.2 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.

Association Leave

- 13.3 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.

Effective July 19, 2006 Article 13.4 deleted and restated as Article 13.3

(E)

Effective July 19, 2006 Article 13.5 deleted

Pregnancy & Parental Leave

- 13.6.1 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.

13.6.2 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.

13.6.3 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.

13.6.4 Every female member who becomes pregnant must notify the Chief of Police or his designate, 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 who desires to take such a leave must notify the Chief of Police or his designate, in writing, no less than four (4) weeks prior to the anticipated commencement of such leave.

Every member shall notify the Chief of Police or his designate 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.

13.6.5 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.

13.6.6 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.

13.6.7 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.

Unpaid Leaves of Absence

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) Effective January 1, 2010, 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 15 - WORKPLACE SAFETY AND INSURANCE

- 15.1 Where a member is absent from duty by reason of incapacity occasioned by an accident in respect of which an award is made by the Workplace Safety and Insurance Board on account of salary the Board shall pay to the member the difference between the member's ordinary NET salary and the amount so awarded during the time covered by such award.

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.)

- 15.2 A member with no accumulated sick pay credits who is off work by reason of incapacity occasioned by an accident that would be the subject of an award by the Workplace Safety and Insurance Board but in respect of which the Workplace Safety and Insurance Board makes no award by reason of the length of the member's absence from work he shall receive for such time that he is off work the portion of his salary that he would otherwise have received pursuant to the Workplace Safety and Insurance Act.

- 15.3 (A) A member shall be eligible for the payment under 15.1 until such time as the member has attained the tenure or age which would entitle the civilian employee to an NRA65 OMERS pension.

(B) A member, as a result of a compensable injury pursuant to 15.1 who is unable to perform the essential duties of his job 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 re-perform the essential duties of his job.

ARTICLE 16 - SPECIAL ALLOWANCES

Meal Allowance

16.1 Where a member is required to remain on duty for four (4) hours in excess of his/her normal tour of duty, he/she 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.

16.2.1 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.) - \$30.00

Under no circumstances will any reimbursement be provided for alcoholic beverages. Receipts will be required for reimbursement of parking and meal costs. Reimbursement will only be provided for one receipt per meal period.

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 \$60. Receipts will be required.

Travel Time

16.2.2 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.

All 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.

Course Allowance

- 16.3 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.

Cleaning Allowance

- 16.4 Each member who is required to wear a uniform shall be paid the sum of \$250 per annum for the cleaning of his uniform. Payment for 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 prorated 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.

Course Reimbursement

- 16.5 (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) 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.

(D) 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.

Clothing Repair & Replacement

16.6 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. The Board shall exercise its discretion in that only clothing and equipment reasonably necessary for the performance or the discharge of the member’s duties shall be considered.

Training Allowance

16.7 A member employed as a Court Security Officer, Call Taker or Police Communicator who is designated and assigned to provide training to another member will be provided with a training premium equivalent to 5% of their base salary as set out in Schedule “A”, payable only for such time spent training. In order to receive this premium, the member providing the training must complete all required documentation and evaluations as contemplated in the training process. The member providing the training must also complete the required form, to be approved by their supervisor, detailing the hours spent training.

ARTICLE 17 - INSURED BENEFITS

17.1 The Board agrees to enroll 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 65 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.

Life and ADD Insurance

- 17.2 The Group Life and Accidental Death and Dismemberment Insurance shall provide a benefit of two (2) times annual salary to a maximum benefit of \$250,000. 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

- 17.3 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).

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.

Civilian members in receipt of Long-Term Disability Benefits on January 1, 2009, shall have their benefits recalculated at seventy-five (75) percent of their monthly salary, as defined in 17.3 above. 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.

Dental Coverage

- 17.4 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;
 - (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. Dental implants shall be covered providing eighty (80) percent reimbursement to the member for the cost of dental implants to a maximum of \$2000 per year. Implants, including surgery charge, are subject to limitations that would have been applied under this plan to a tooth supported crown or a non-implant related prosthesis, respectively, if there had been no implant.

Other coverage

- 17.5 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 \$375 during a two year period.
- Effective January 1, 2014, coverage shall be increased to a maximum of \$400 during a two year period
- 17.6 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.
- 17.7 The Board agrees to increase benefit coverage for psychologists to \$2,500

annually.

- 17.8 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.
- 17.9 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.
- 17.10 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.
- 17.11 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 dependents 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 dependents 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.

ARTICLE 18 - SERVICE

- 18.1 The Board agrees that a member shall be entitled on his resignation to a certificate of service.
- 18.2 Any member hired as a full time employee shall be credited any continuous part time service with the York Regional Police so completed within the twenty-four (24) month period prior to being hired on a full time basis. This service would not include any credit to pensionable time calculations.

ARTICLE 19 - THE ASSOCIATION

- 19.1 The Board agrees that any person who becomes a member of 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 20 - PERSONAL VEHICLE & MILEAGE

- 20.1 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.

ARTICLE 21 - ACTING RANKS

- 21.1 When a member is required to act in a capacity above his/her classification for one-half of the regularly scheduled shift, he/she shall be paid \$20.00 per band above his/her classification for each shift so assigned to a maximum of \$50.00 per shift.
- 21.2 Any premium paid pursuant to Article 21 shall be counted as wages for the purposes of calculating overtime and OMERS contributions.

ARTICLE 22 - PECUNIARY AID FOR SURVIVING SPOUSES

- 22.1 When a member is killed or dies from injuries received or from illness contracted in the performance of his duties, the Board shall recommend to the Council of the Regional Municipality of York that pecuniary aid be granted to his surviving 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 Municipal Employees Retirement System Pension Plan to the widow on behalf of herself and children and the salary being paid to the member at the date of his death and that such an award shall continue for the life of the widow or until she remarries.

ARTICLE 23 - PROBATIONARY PERIOD

- 23.1 Every member hired by the York Regional Police shall serve a probationary period of six (6) months before his employment is confirmed. If the services of a member are terminated by the Board during the probationary period the conditions of the Complaint and Grievance Procedure, as set out in Schedule "B", shall not apply.

ARTICLE 24 - SERVICE PAY

- 24.1 Each Civilian member employed and qualified by the service requirements, shall receive in appreciation of long service the following service pay award annually which shall be due to him on his anniversary date of entitlement, but which shall be payable to him in accordance with the provisions of Article 24.2:

Years of service	Effective January 1, 2012	Effective January 1, 2013	Effective January 1, 2015
After five (5) years of service	\$200	\$225	\$250
After ten (10) years of service	\$350	\$375	\$400
After fifteen (15) years of service	\$550	\$575	\$600
After twenty (20) years of service	\$750	\$775	\$800
After twenty-five (25) years of service	\$900	\$925	\$950
After thirty (30) years of service	\$1,150	\$1175	\$1200
After thirty-five (35) years of service	\$1150	\$1200	\$1250

- 24.2 Each member shall receive his service pay in one (1) installment on the first pay day in December in the year of his entitlement and in the succeeding years at the rate heretofore listed.
- 24.3 In the event that a member leaves the service prior to the normal payment of service pay, he shall be paid on a pro rata basis for the portion of the year served.
- 24.4 In the event of a member's death, the Board agrees to pay to the estate of the deceased an amount equal to the service pay entitlement for that year.

ARTICLE 25 – CARETAKERS’ CLOTHING

25.1 The Board shall initially provide three (3) wash and wear pants, five (5) wash and wear shirts, one (1) winter jacket, one (1) pair of winter gloves, one (1) pair of boots or shoes and one (1) pair of overboots and thereafter as required for each member who is classified as either a maintenance-caretaker supervisor or a maintenance-caretaker. This clothing shall not be considered as a uniform for the purposes of Article 16.4.

ARTICLE 26 - JOB EVALUATION

26.1 The Joint Job Evaluation Committee (JJEC) will be comprised of three (3) representatives on behalf of the Association and three (3) representatives on behalf of the Board. Each party shall also select not more than three (3) alternate members to serve as replacements for absent members. Alternate members shall receive training with regular members but shall only participate in the JJEC in the absence of regular members. All JJEC members will be released from their duties with pay for periods of time spent working on the JJEC, including approved training sessions.

Clarity Note:

The intent of the parties is to create a JJEC with equal representation on behalf of the Association and Board. The JJEC may proceed regardless of the number of representatives available at any time, provided that there is a minimum of two representatives from each party and the voice of each of the Association and Board shall be equal at all times.

26.2 The role of the JJEC shall be to implement and maintain the Job Evaluation Plan by:

- a) Evaluating all jobs using the York Regional Police Civilian Job Evaluation Plan (hereinafter referred to as the “Plan”).
- b) Maintaining the integrity of the Plan.
- c) Recommending to the parties changes to the Plan, its procedures or methods, as may be deemed necessary from time to time.
- d) Recording the results and rationales of the evaluation process.

26.3 Subject to the clarity note appended to Article 26.1, routine decisions of the JJEC shall be made by consensus. Job rating decisions shall require consensus of the members present at the meeting.

26.4 The JJEC shall meet as necessary at mutually agreed upon times with due consideration and regard to the operating requirements of the police service. The

JJEC will meet at least once every six months to review ongoing compliance with and maintenance of the Plan and the Pay Equity Plan.

26.5 When the employer introduces a new bargaining unit job or changes the duties and responsibilities of a job, the following procedures shall apply:

- a) The employer shall prepare a draft job description for the job. In the case of changes in the duties and responsibilities of a job, the employer shall review the draft job description with the incumbent and his/her supervisor. Where the employer reviews the draft job description with the incumbent, a representative of the Association is entitled to be present and to participate in such review.
- b) The JJEC shall meet to establish a temporary pay grade for the job, based on the draft job description.
- c) The job shall be posted and any person appointed to the job shall be paid the temporary pay grade.
- d) After one (1) year from the appointment of one or more incumbents in the job, a Job Questionnaire shall be completed and submitted to the JJEC. The JJEC shall rate the job in accordance with the Plan, and the pay grade for the job shall be the effective date of commencement of the job, provided that no employee will have their wages reduced following the evaluation of their job and establishment of the rate for the job as set out herein. If the job is rated at a pay grade with salary range lower than the temporary pay grade, all employees in the job shall be red circled at the prior or temporary pay grade.

26.6 When an employee believes that there has been a significant change to the duties and responsibilities of his/her job, the following procedures shall apply:

- a) The employee(s) or the supervisor or the Association may request a job evaluation review in writing.
- b) The request shall be reviewed by a sub-committee of the JJEC, consisting of one representative of each party, to determine whether the job should be referred to the JJEC for re-evaluation. The sub-committee may request further information from the incumbent(s) and/or supervisor/employer, including an up-to-date Job Questionnaire, and/or interview with the incumbent(s) and/or supervisor/employer to make its determination. The sub-committee shall record its decision in writing.
- c) All jobs shall be rated in accordance with the plan to determine the pay grade for the job(s).

- d) No employee will have their wages reduced following the re-evaluation of their job and the establishment of new pay grade. If the job is rated at a pay grade with a salary range lower than the current wage rate for the job, all incumbents of such job shall be red-circled.
- e) If the job is rated at a pay grade with a salary range higher than the current wage rate for the job, the employee's rate of pay shall be adjusted to the higher pay level on the new salary schedule, retroactive to the date of the request for re-evaluation.
- f) Where the Sub-Committee of the JJEC determines that the job is already paid in accordance with the Plan and therefore should not be referred to the JJEC for re-evaluation, the employee shall have a right of appeal to the JJEC, which shall rate the job in accordance with the Plan in accordance with the provisions of this Article.
- g) In the event that the JJEC reaches an agreement as to the pay grade for the job on an appeal under this Article, the employee may refer to mediation and/or conciliation and/or arbitration in accordance with the provisions of Article 26.7 in the event he/she is able to persuade the membership of the Association to support such action.

26.7 In the event the JJEC is unable to reach an agreement on any matter relating to the interpretation, application or administration of the Plan, either party may refer the dispute to a mediator who shall be selected by the parties. If the parties cannot agree on a mediator, either party may request the Arbitration Commission to appoint a conciliator. If mediation/conciliation does not resolve the dispute, either party may refer the dispute to arbitration in accordance with the Schedule "B" of this agreement and the Police Services Act.

26.8 In the event the JJEC is unable to reach agreement on the pay grade for a job under Article 26.5 or 26.6, the employee in the job or either party may refer the dispute to mediation and/or conciliation and/or arbitration in accordance with the provisions of Article 26.7.

26.9 The parties agree that the JJEC is best able to perform its tasks when its members are adequately trained and when it is provided with accurate information. As a result, the parties agree that new members of the JJEC shall receive adequate training on how to perform their job and existing members shall have access to such training if requested. In addition, an employee or supervisor will be offered training/assistance in filling out any Job Questionnaires in order to minimize the potential for error. That information training/ assistance may be provided by any member of the JJEC or any person appointed by the JJEC without disqualifying such person from participating in the process or deliberations under this Article.

26.10 Nothing in this agreement will preclude any member or either party from

exercising their rights pursuant to the Pay Equity Act.

ARTICLE 27 - SHIFT PREMIUM PAY

- 27.1 (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 **\$375** 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 **\$225** per annum shift premium. Shifts with varying start times are defined as shift schedules which include start times after 11:00 a.m.
- (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, 2015, the shift premium set out in paragraph (A) shall increase to \$400 and the shift premium set out in paragraph (B) shall increase to \$250.

ARTICLE 28 - RESIGNATIONS

- 28.1 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 29 - LEGAL INDEMNIFICATION

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

- 29.1 (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.
- (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 29.1 (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.

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

- (i) 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;
- (ii) 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.

29.3 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, 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.

29.4 To qualify for financial assistance under 29.1, 29.2 or 29.3, 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.

29.5 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.

- 29.6 Where an investigation is commenced under Part VII of the Police Services Act and it appears to the Chief of Police that a member requires legal counsel in responding to the investigation, the Chief of Police may arrange for legal counsel to provide counsel to the member 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 or the laying of information(s), as Article 29 of the Civilian Collective Agreement is intended to govern such matters.
- 29.7 All sections under Article 29 (Legal Indemnification) are subject to review and re-negotiation by either the Board or the Association when the Regulations of 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.
- 29.8 A member who becomes involved in a matter which may entitle him/her 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.

ARTICLE 30 - COMPRESSED WORK WEEK

- 30.1 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 31 - SCHEDULES

- 31.1 Schedules "A", "B", "C", "D", "E", "F" and "G" annexed hereto, shall form part of this Agreement.

ARTICLE 32 - LAY-OFF PROTECTION

- 32.1 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.

32.2 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.

32.3 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 33 - RETIREMENT BENEFITS

33.1 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.

33.2 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 10 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 10 years, whichever occurs first.

For members who retired after January 1, 2003

After a member's benefits under paragraph 33.1 and 33.2 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/dependents 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 dependents 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 dependents until the date the member would have turned 75.

(Article 33.2 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)**

- 33.3 Members retiring after 30 years' service or at age sixty-five (65) with at least 25 years shall be allowed 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 34 - DISCIPLINE

- 34.1 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.

- 34.2 A member subjected to discipline under this section is entitled to have the record of that discipline expunged from his/her record two (2) years after he/she was disciplined, if no other misconduct occurs during the two (2) year period. In such event, such prior discipline shall be deemed to have never occurred and shall not be used against the member for any purpose.

ARTICLE 35 - RECRUITING

- 35.1 When vacancies or an increase in complement occurs, or a new position is created, a notice of the vacancy will be posted for a period of 13 days. Notices shall be placed on the YRPNET (intranet) and, where practicable, paper postings will be delivered to each district.
- 35.2 Notices posted shall contain the date of the posting, the position and classification title, the duties of the position, the required qualifications, the rate of pay, the initial area of employment and the closing date for the application process.
- 35.3 Where the Board and the Association agree, which agreement will not be unreasonably withheld, the Board may simultaneously advertise externally.
- 35.4 Consideration of candidates for all postings shall be as follows:
- i) full-time members;
 - ii) part-time members;
 - iii) temporary members;
 - iv) subject to paragraph 35.7, members with less than 6 months' service in his or her current classification
 - v) outside applicants.

In order to benefit from preferential hiring, applications must be received within the period which the vacancy is posted internally. Failing to apply during this period shall eliminate the preferential hiring, but not preclude a member from applying.

If a qualified candidate in the first category applies for a job he or she is entitled to be considered for the vacancy in priority to any candidate in the second, third or fourth category. Where there is no qualified candidate amongst full-time employees, the candidates in the second category are entitled to be considered for the vacancy in priority to candidates in the third and fourth categories. Where no qualified full-time or part-time member applies for the vacancy, the temporary members are entitled to consideration for the vacancy in priority to outside applicants.

- 35.5 In filling vacancies the following factors shall be assessed through the selection process: 1) qualifications, 2) experience, 3) skills and ability, 4) past performance, and 5) culpable absenteeism. Where these factors are relatively equal among competing applicants, service with the York Regional Police shall govern.
- 35.6 Notwithstanding paragraph 35.4, the Employer shall not consider the application of any member who has less than six (6) months service in his or her present classification, subject to the following exceptions:
- a) Permanent employees with more than two years service shall be exempt when applying for a newly created position;
 - b) Members with less than six (6) months in their present classification shall be exempt when applying for a position within the same unit or department.
- 35.7 If no suitable internal candidate is found through the recruitment process outlined above, Members with less than six (6) months in their present classification shall be considered prior to outside candidates. In order to be considered prior to outside candidates the member must submit an application during the internal posting period.

The terms and conditions of this Agreement, unless otherwise specified herein, shall be effective January 1st, 2013 and shall remain in full force and effect until December 31st, 2015 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 xx day of xx, 2013.

) REGIONAL MUNICIPALITY OF YORK
) POLICE SERVICES BOARD

)
) "Frank Scarpitti"
) _____
) Chair

)
)
) "Barbara Bartlett"
) _____
) Vice Chair

)
) REGIONAL MUNICIPALITY OF YORK
) POLICE ASSOCIATION

)
)
) "John Miskiw"
) _____
) President

)
)
) "Larry Wood"
) _____
) Vice President

**Schedule A
Civilian Salary Schedule**

Band	Length of Service	01-Jan-13 2.10%	01-Jul-13 0.8429%	01-Jan-14 2.00%	01-Oct-14 0.35%	01-Jan-15 2.65%
10	Start	\$96,236	\$97,048	\$98,989	\$99,335	\$101,967
	6 months	\$97,667	\$98,490	\$100,460	\$100,811	\$103,483
	18 months	\$99,091	\$99,926	\$101,925	\$102,282	\$104,992
	30 months	\$100,522	\$101,369	\$103,396	\$103,758	\$106,508
9	Start	\$90,811	\$91,576	\$93,408	\$93,735	\$96,219
	6 months	\$92,240	\$93,018	\$94,878	\$95,210	\$97,733
	18 months	\$93,668	\$94,457	\$96,346	\$96,683	\$99,246
	30 months	\$95,096	\$95,898	\$97,815	\$98,158	\$100,759
8	Start	\$85,386	\$86,106	\$87,828	\$88,135	\$90,471
	6 months	\$86,815	\$87,546	\$89,297	\$89,610	\$91,984
	18 months	\$88,241	\$88,985	\$90,764	\$91,082	\$93,496
	30 months	\$89,669	\$90,425	\$92,234	\$92,557	\$95,009
7	Start	\$79,960	\$80,634	\$82,246	\$82,534	\$84,721
	6 months	\$81,388	\$82,074	\$83,715	\$84,008	\$86,235
	18 months	\$82,817	\$83,515	\$85,186	\$85,484	\$87,749
	30 months	\$84,244	\$84,954	\$86,653	\$86,956	\$89,261
6	Start	\$74,533	\$75,161	\$76,664	\$76,933	\$78,972
	6 months	\$75,963	\$76,604	\$78,136	\$78,409	\$80,487
	18 months	\$77,391	\$78,043	\$79,604	\$79,883	\$81,999
	30 months	\$78,820	\$79,485	\$81,074	\$81,358	\$83,514
5	Start	\$69,108	\$69,691	\$71,085	\$71,334	\$73,224
	6 months	\$70,536	\$71,130	\$72,553	\$72,807	\$74,736
	18 months	\$71,962	\$72,569	\$74,020	\$74,279	\$76,248
	30 months	\$73,393	\$74,011	\$75,491	\$75,756	\$77,763
4	Start	\$63,682	\$64,219	\$65,503	\$65,732	\$67,474
	6 months	\$65,109	\$65,658	\$66,971	\$67,206	\$68,986
	18 months	\$66,538	\$67,098	\$68,440	\$68,680	\$70,500
	30 months	\$67,966	\$68,539	\$69,910	\$70,154	\$72,013
3	Start	\$58,258	\$58,749	\$59,924	\$60,134	\$61,728
	6 months	\$59,685	\$60,188	\$61,391	\$61,606	\$63,239
	18 months	\$61,112	\$61,627	\$62,860	\$63,080	\$64,751
	30 months	\$62,538	\$63,065	\$64,327	\$64,552	\$66,263
2	Start	\$52,831	\$53,276	\$54,342	\$54,532	\$55,977
	6 months	\$54,259	\$54,716	\$55,811	\$56,006	\$57,490
	18 months	\$55,685	\$56,155	\$57,278	\$57,478	\$59,001
	30 months	\$57,116	\$57,597	\$58,749	\$58,955	\$60,517
1	Start	\$47,403	\$47,803	\$48,759	\$48,929	\$50,226
	6 months	\$48,831	\$49,243	\$50,228	\$50,404	\$51,739
	18 months	\$50,261	\$50,684	\$51,698	\$51,879	\$53,254
	30 months	\$51,689	\$52,125	\$53,167	\$53,353	\$54,767

**Schedule A
Civilian Salary Schedule**

Band	Job Title
10	Planning and Research Supervisor Multimedia Supervisor
9	Audio Visual Analyst Digital Imaging Technician Learning & Development Coordinator Network Analyst Network & Security Architect Project Leader, Information Technology Supervisor, Budget Unit Supervisor, Health and Wellness Supervisor, Help Desk Unit Supervisor, Integrated Crime Analysis
8	Database Administrator Infrastructure Architect Network Administrator Supervisor, Accounting Unit Supervisor, Civilian Recruitment Supervisor, Communications Supervisor, Community Safety Village Supervisor, Compensation & Benefits Supervisor, Corporate Communications Supervisor, Courts Security Officer Supervisor, Facilities Supervisor, Mechanical Maintenance Supervisor, Purchasing Supervisor, Technical Support Unit Systems Administrator System Support Programmer Unix Architect
7	Assistant Supervisor, Communications Business Analyst Business Support Analyst Communications Systems Specialist Crime Analyst (District/Intelligence/Traffic) Desktop Applications Support Editor/Analyst Fitness Coordinator Learning & Development Specialist Planner Quality Assurance Auditor Security Administrator Special Events Coordinator Statistician Supervisor, Information Management & Customer Service Trainer VB. Net Developer
6	AFIS Operator Accessibility Coordinator Alarms Coordinator Applications Programmer Automotive Technician Buyer Communicator Compensation and Benefits Coordinator Computer Forensic Examiner Coordinator, Volunteer Services Corporate Communications Specialist Courts Security Officer Forensic Identification Processor Freedom of Information Analyst HR Coordinator Information Management Platoon Supervisor IM Disclosure Supervisor Imaging Specialist Paid Duty Coordinator Quality Assurance Technician Senior Building Operator Supervisor, Criminal Records/Document Control Technical Producer, Audio/Visual WSIB/Wellness Coordinator
5	Accounts Coordinator Call Taker Communications Equipment Support Communications Systems Technician Corporate Communications Assistant Coordinator, Program Development CPIC/ Quality Control Coordinator Customer Service Representative Digital Content Specialist E-Learning Specialist Facilities Assistant Legal Assistant Maintenance Mechanic MCM Assistant Operations Technician Property Room Coordinator Records & Retention Coordinator Service Desk Technician Station Duty Operator UCR Auditor Vehicle Maintenance Coordinator Wire Room Coordinator

**Schedule A
Civilian Salary Schedule**

4	Administrative Assistant - Operational Support Administrative Assistant - Major Frauds Audio Visual Technician Business Assistant Compensation and Benefits Representative Courts Clerk CPIC/ Quality Control Processor Criminal Records/Court Processor Data Support Technician District Data Entry Clerk Domestic Violence Community Liaison Firearms Clerk FOI Clerk Forensic Identification Assistant Graphic Designer HR Recruiting Representative Persons with Disability Coordinator Property Maintenance Operator Report Validator Research Assistant
3	Administrative Assistant - Capital Projects & Facilities Mngt Administrative Assistant - Child Abuse, Sexual Assault Administrative Assistant - CIB Administrative Assistant - Crime Stoppers Administrative Assistant - Community Resource Centre Administrative Assistant - Community Safety Village Administrative Assistant - Community Services Administrative Assistant - Drugs and Vice Enforcement Administrative Assistant - District Administrative Assistant - Diversity and Cultural Resources Administrative Assistant - Emergency Support Administrative Assistant - Financial Services Administrative Assistant - Fleet Administrative Assistant - Forensic Identification Administrative Assistant - Health and Safety Administrative Assistant - Hold Up Administrative Assistant - Homicide Administrative Assistant - Human Resources Administrative Assistant - Information Services Administrative Assistant - Information Management Administrative Assistant - Integrated Domestic Violence Administrative Assistant - Intelligence Administrative Assistant - Investigative Services Administrative Assistant - Organized Crime Administrative Assistant - Planning and Research Administrative Assistant - Professional Development Administrative Assistant - Professional Standards Administrative Assistant - Special Investigation and Support Administrative Assistant - Support Services (Supt.) Administrative Assistant - Support Services (Traffic) Administrative Assistant - Tech Crimes Administrative Assistant - Training & Education Administrative Assistant - Uniform Recruiting Alarms Clerk Finance Clerk Information Request Processor Insurance Request Processor Legal Clerk Paid Duty Clerk Purchasing Clerk Stores Equipment Coordinator Tape Technician UCR Validator Viclas Liaison Coordinator
2	Administrative Assistant - Property/Evidence & Records Retention Administrative Assistant - SSU Courier/Shipper/Receiver CPIC Transcription Operator Fleet Clerk Multimedia Data Disclosure Technician Receptionist/Mail Clerk Switchboard Operator Vehicle Maintenance Assistant
1	Scanning Clerk Wire Room Monitor

NOTES:

1. In the event that a new classification is created, the Association reserves the right to bargain for the annual salary for any such classification.
2. On promotion or reclassification, an employee will be paid at the starting rate for the new classification or he will be paid at the first step in the classification that is higher than his former rate if the minimum is less than his present rate.

SCHEDULE "B"

COMPLAINT AND GRIEVANCE PROCEDURE

1. When a member has any grievance or complaint, he shall forthwith convey to his immediate superior, orally 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 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. The right of the member to invoke the following procedure is dependent and conditional upon the member having complied with the provisions of paragraph one (1) hereof.
 - (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 may 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 grievance and/or complaint to

arbitration as provided by the Police Services Act, R.S.O. 1980, Chapter 381, 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 "C"

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.
 - 1.1 For all members hired after July 22, 2013 and for any member who elects any of the payment options set out in the Sick Leave Transition addendum, the maximum number of hours standing to a member's credit, at any time, shall be 1040 hours.
2. Each member 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 three (3) days 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 advised on the 15th day of January in each year, by the posting of a notice certified by the Chief of Police, of the number of days standing to his credit as of the 31st of December of the year then ended.
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) month's salary.
 - 6.1 For members hired after July 22, 2013, section (6) will no longer apply.
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.

- 7.1 For members hired after July 22, 2013, section (7) will no longer apply.
8. All members hired on or before July 22, 2013 shall be eligible to elect one of the options set out in the addendum to this Schedule: "Sick Leave Transition".
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.

SICK LEAVE TRANSITION

1. The following provisions shall apply to members hired on or before July 22, 2013 only:
 - (a) All members hired on or before July 22, 2013, shall have the option of:
 - i. electing to receive a payment equivalent to 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 as of September 1, 2013 up to a maximum of six (6) months salary, payable in a lump sum on or about December 15, 2013 at the prevailing rate of salary in effect for the member on September 1, 2013;
 - ii. electing to receive a payment equivalent to 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 as of September 1, 2014 up to a maximum of six (6) months salary, payable in a lump sum on or about December 15, 2014 at the prevailing rate of salary in effect for the member on September 1, 2014;
 - iii. electing to receive a payment equivalent to 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 as of September 1, 2015 up to a maximum of six (6) months salary, payable in a lump sum on or about December 15, 2015 at the prevailing rate of salary in effect for the member on September 1, 2015;
 - iv. deferring payment, in which case, paragraphs 6 or 7 of Schedule B will continue to apply.
 - v. members electing payout options under paragraph i, ii or iii, above, shall make their election known by September 1st of the year in which they desire to receive the payment.
 - (b) The following provisions are for clarification:

- i. When a member elects one of the payout options, their sick bank shall be reduced by half and credits will then continue to accrue as per Schedule B, to a maximum of 1040 hours for the purpose of indemnifying the member for short term absences.
- ii. Once a member elects to receive payment under any option, the member shall not be entitled to any further payment for unused sick leave credits under Schedule C or any other provision;
- iii. Under no circumstances shall a member's payout exceed the maximum of six (6) months' salary;
- iv. Members hired on or before July 22, 2013 who do not elect payment under any of the aforementioned clauses, will retain the existing sick plan (prior to ratification of the 2013-2015 agreement) continuing to accumulate sick time for payout at retirement at the prevailing salary at the date of retirement up to 1040 hours

SCHEDULE "C"

(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.
 - 1.1 For all members hired after July 22, 2013 and for any member who elects any of the payment options set out in the Sick Leave Transition addendum, the maximum number of hours standing to a member's credit, at any time, shall be 1040 hours.
2. Each member 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 advised on the 15th day of January in each year, by the posting of a notice certified by the Chief of Police, of the number of eight (8) hour days standing to his credit as of the 31st of December of the year then ended.
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.
 - 6.1 For members hired after July 22, 2013, section (6) will no longer apply.

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.
- 7.1 For members hired after July 22, 2013, section (7) will no longer apply.
8. All members hired on or before July 22, 2013 shall be eligible to elect one of the options set out in the addendum to this Schedule: "Sick Leave Transition".
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.

SICK LEAVE TRANSITION

1. The following provisions shall apply to members hired on or before July 22, 2013 only:
 - (a) All members hired on or before July 22, 2013, shall have the option of:
 - i. electing to receive a payment equivalent to 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 as of September 1, 2013 up to a maximum of six (6) months salary, payable in a lump sum on or about December 15, 2013 at the prevailing rate of salary in effect for the member on September 1, 2013;
 - ii. electing to receive a payment equivalent to 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 as of September 1, 2014 up to a maximum of six (6) months salary, payable in a lump sum on or about December 15, 2014 at the prevailing rate of salary in effect for the member on September 1, 2014;

- iii. electing to receive a payment equivalent to 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 as of September 1, 2015 up to a maximum of six (6) months salary, payable in a lump sum on or about December 15, 2015 at the prevailing rate of salary in effect for the member on September 1, 2015;
- iv. deferring payment, in which case, paragraphs 6 or 7 of Schedule B will continue to apply.
- v. members electing payout options under paragraph i, ii or iii, above, shall make their election known by September 1st of the year in which they desire to receive the payment.

(b) The following provisions are for clarification:

- v. When a member elects one of the payout options, their sick bank shall be reduced by half and credits will then continue to accrue as per Schedule B, to a maximum of 1040 hours for the purpose of indemnifying the member for short term absences.
- vi. Once a member elects to receive payment under any option, the member shall not be entitled to any further payment for unused sick leave credits under Schedule C or any other provision;
- vii. Under no circumstances shall a member's payout exceed the maximum of six (6) months' salary;
- viii. Members hired on or before July 22, 2013 who do not elect payment under any of the aforementioned clauses, will retain the existing sick plan (prior to ratification of the 2013-2015 agreement) continuing to accumulate sick time for payout at retirement at the prevailing salary at the date of retirement up to 1040 hours.

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 "C", of the Civilian Agreement.

ARTICLE 6 - SICK LEAVE GRATUITIES

- 6.1 The parties hereto adopt the Sick Leave Plan as set out in Schedule "C" 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 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) hours during the second six (6) hours of his tour of duty subject to the exigencies of the service. 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. Further, a member on maternity leave shall be deemed to be working a normal forty (40) hour work week.

(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 is 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 Subject to the exigencies of the service, as determined by the Chief of Police, the days off in each week of those members who are engaged in shift work shall be consecutive and such days off shall be so designated that all such members are off work 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. No additional call-back will be paid for consecutive shifts that result from the original call-back incident.

(E) When a member, through no fault of his/her own, is called-back on any occasion during his annual leave or a statutory holiday, the member shall be granted two (2) days extra leave in compensation for the first day or any part thereof. Such extra leave shall be consecutive days. The member shall be paid any reasonable expense incurred by him as a result of his return from vacation. For the purpose of clarity, the member's vacation days shall not be restored to his/her bank in the event of a return from vacation pursuant to this article.

Scheduling

- 9.4 The days and hours of work of each member shall at all times be decided by the Chief of Police and subject to the requirements of the service, the Chief of Police shall in determining such days and hours of work give consideration to designating the days and hours of work so that:
- (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) a member 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; and
 - (d) where possible, permanent changes in the scheduling of a member's days and hours of work will be discussed with the Association in advance of the implementation of such changes.

Effective July 19, 2006 Article 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.

Stand-by

- 9.7 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 ATTENDANCE

- 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 member of the Police Service. 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.
- (C) A member served with a jury notice requiring attendance at court shall forthwith notify his immediate supervisor. The member shall be paid for the time actually spent on jury duty provided such member furnishes to his immediate supervisor a written statement from a proper public official certifying as to the date and time of the member's attendance for jury duty and the amount of such remuneration paid to him other than mileage and meal allowances. A member called for jury duty and who is temporarily excused from such duty must report for work if a reasonable period of time remains to be worked in his shift.
- 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 shift that ends at 3 a.m. or later, the member's accumulated overtime record shall be credited, at straight time, from the later of 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 or 6 a.m., for member's whose shifts end at 6 a.m. or earlier, or 7 a.m. for member's whose shifts end at 7 a.m. or later, to the commencement time of the morning court session, but no later than 9 a.m.. 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/her 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 thereof 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 allowances 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 20.
- 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 overtime that is spent in the service of the York Regional Police shall be credited hour for hour to the member's accumulated overtime.
- 11.9 With the consent of the Chief of Police and by mutual consent of the member and their supervisor, 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 \$200 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 A member who leaves the York Regional Police prior to receiving his annual vacation in that year shall be given a proportionate number of days of his vacation before his name is removed from the pay sheet or before his resignation becomes effective.

12.4 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.

12.5 A member who dies prior to receiving his annual vacation in that year, shall have paid to his estate any amount equal to the salary that would have been paid to him on account of his vacation.

12.6 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) In allocating dates for annual vacations, service as a member of the York Regional Police shall prevail, subject to the approval of the Chief of Police and the exigencies of the service and the following:

1. Not more than 15% of the members assigned to the same platoon shall be granted vacation at the same time. **(Amended effective July 2, 2009)**
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 equalling 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.

(B) Subject to paragraph (A), supervisors and assistant supervisors shall select their vacation by seniority against other supervisors and assistant supervisors in the same unit and, if applicable, in the same platoon, in order to ensure adequate supervisory coverage in each unit and on each platoon. For purposes of clarity, supervisory personnel shall select their vacation independently of non-supervisory personnel.

12.8

A member who is medically unfit for duty at the time of the commencement of his 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.

12.9 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.

12.10 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)**

Letter of Understanding

Part-time and Temporary Employees

Schedule "E"

NOTE: The amended Schedule E, set out below, shall come into force upon the execution of a Letter of Understanding between the parties regarding the temporary and/or part-time employment of civilian retirees. Until such time, Schedule E appended to the previous Civilian Working Agreement remains in force.

WHEREAS the parties have been discussing issues surrounding the hiring of Temporary and/or Part-time Employees and outstanding grievances with respect to calculation of service,

AND WHEREAS the parties wish to resolve all such matters and record the resolution of such matters by way of a Letter of Understanding which shall amend the provisions of the Civilian Working Agreement and be enforceable under the Agreement,

THE PARTIES now therefore agree as follows:

1. All members covered by the Civilian Working Agreement shall be full-time permanent members except as specifically otherwise provided in this Schedule.

Temporary Members

2. Temporary members may be hired for a period exceeding four calendar weeks, but not on a continuing basis:
 - a) to take the place of a permanent member who is absent on a leave of absence, including pregnancy/parental leave, extended periods of sick leave or compensable injuries;
 - b) to perform a special project for a fixed period of time;
 - c) in accordance with the Job Share Agreement.
3. Temporary members shall be paid and receive the benefits of the Civilian Working Agreement, as provided in this Agreement, except job security. Temporary employees are entitled to consideration for all posted vacancies after full-time permanent members and part-time members have been considered, but before consideration is given to outside applicants.
4. Temporary members will not be hired for a period exceeding one year except with agreement of the Association, whose agreement shall not be unreasonably withheld. The Board agrees to provide the Association with notice of all temporary positions posted and all temporary members hired.

Posting of Temporary Vacancies

5. When a vacancy occurs by reason of a leave of absence, including pregnancy/parental leave, or extended illness or injury, which is expected to exceed six months, such vacancies shall be posted and filled in accordance with the Job Selection provisions of the Civilian Working Agreement.

Note: Full-time permanent members are to be considered for all postings before either temporary or part-time employees are considered.

Part-time Members

6. The Board may hire a maximum of twenty (20) part-time members to work regularly but not more than 24 hours per week. The number of part-time members shall not exceed fifteen (15%) percent of the number of full-time members in either the Court Services or Communications Bureau unless otherwise expressly agreed to by the parties. It is agreed that the restriction contained within this article is not applicable to retired part-time employees who shall be dealt with through a separate letter of understanding.

Restrictions

7. Temporary and part-time members shall not be hired if doing so will either eliminate or displace a full-time employee or if doing so permits the York Regional Police to avoid hiring a full-time member or to circumvent any of the other provisions of the Working Agreement. It is agreed that there is no requirement to offer overtime hours to full-time members before meeting staffing needs through hiring a part-time member.
8. No member within the scope of this Agreement shall be laid off as a result of the Board contracting out work normally performed by the bargaining unit.
9. **Overtime (Court Bureau and Communications)**

Overtime rosters will be developed amongst the members of the Court Bureau and Communications Branch willing to work overtime and will operate by assigning members to overtime in a manner similar to the assignment of pay duties to members of the Uniform Working Agreement. However, overtime will be offered first to full-time members in the Court Bureau and Communications Branch before being made available to temporary or part-time members.

10. **Access to Postings:**

Consideration of candidates for all postings shall be as follows:

- i) full-time members;

- ii) part-time members;
- iii) temporary members;
- iv) outside applicants.

If a qualified candidate in the first category applies for a job he or she is entitled to be considered for the vacancy in priority to any candidate in the second, third or fourth category. Similarly, where there is no qualified candidate amongst full-time employees, the candidates in the second category are entitled to be considered for the vacancy in priority to candidates in the third and fourth categories. Where no qualified full-time or part-time member applies for the vacancy, the temporary members are entitled to consideration for the vacancy in priority to outside applicants.

11. Association Membership and Dues

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.

12. Service and Probationary Period

- (i) Service shall be calculated on the basis that one year is equivalent to 2,080 hours and shall be pro-rated for part-time members based on hours worked.
- (ii) A full-time permanent member reverting to a part-time position shall carry his or her service and seniority over and continue to accrue seniority on a pro-rated basis based on hours worked. Such members shall continue to be entitled to service pay in accordance with Article 24.1 of the Working Agreement on a pro-rated basis depending upon hours worked.
- (iii) Where a part-time member is awarded a permanent full-time position, the member shall be credited any part-time service with York Regional Police completed within the 24 month period prior to being hired on a permanent full-time basis. Where a temporary member is awarded a permanent full-time position, the member shall be credited with any temporary service completed within the 24 month period prior to being hired on a full-time basis, except that a break in service of 90 days or more shall break continuous service for the purposes of this provision.
- (iv) Service calculated in accordance with 12 (ii) or (iii) shall be recognized for the purposes of vacation leave entitlement, vacation selection, seniority and placement on the salary grid, as set out below.
- (v) Where a temporary member is awarded a permanent position he/she shall serve a probationary period of six (6) months less continuous hours worked, provided that the probationary period is not less than three (3) months in length.

- (vi) The probationary period for part-time members shall be 1,040 working hours.

13. **Salary and Overtime**

- (i) Temporary members shall be paid on an hourly basis at the hourly rate of the appropriate salary range shown in Schedule "A". Temporary members will be entitled to overtime in accordance with Article 10 of the Working Agreement. Those members working full-time hours on a 12 hour shift shall be entitled to accrued time in accordance with the Civilian Working Agreement, except that such entitlement shall be pro-rated where a member works only part of a year. Temporary members on part-time hours (ie. job sharing) shall be paid for hours worked and shall only be entitled to overtime for hours exceeding both their regular hours in a day and 24 hours in a week.
- (ii) Temporary and part-time members shall be eligible for advancement to the next level of the appropriate salary range after completing the equivalent number of continuous hours.
- (iii) Where a temporary or part-time member is awarded a permanent position within the same classification as the temporary or part-time position he/she held the member's continuous service shall be recognized for placement on the salary grid.
- (iv) In all other cases the member will be placed at the starting rate for the new classification or placed at the first step in the classification that is higher than his/her temporary rate if the minimum is less than his/her temporary rate.

14. **Benefits and OMERS**

- (i) Temporary members whose assignment is three (3) months or less shall be paid 14% of their regular straight time hourly rate in lieu of insured benefits and sick leave. Temporary members assigned for a term exceeding three (3) months shall have the option to participate in the extended health and dental benefit plans in accordance with the Civilian Working Agreement or be paid 14% of their regular straight time hourly rate in lieu of insured benefits and sick leave. Participation in the extended health and dental plan shall be on a pro-rata co-insured basis for temporary employees working part-time hours.
- (ii) Part-time members are entitled to fourteen percent (14%) of their regular straight time hourly rate in lieu of insured benefits and sick leave.
- (iii) Temporary and part-time members are entitled to enrolment in the Ontario Municipal Employees Retirement System (OMERS) according to the rules and regulations set out in the OMERS plan.
- (iv) Entitlement to pregnancy and parental leave shall be in accordance with the Article 13 of the Working Agreement. Temporary and part-time members will not be eligible for top-up benefits during pregnancy and/or parental leave.

- (v) Part-time and temporary members shall be entitled to the special allowances provided in Article 16, with the exception of the benefits provided under Article 16.4 (Course Reimbursement).

15. Vacation and Statutory Holidays

- (i) Vacation entitlement for temporary members shall be in accordance with the Civilian Working Agreement. Vacation entitlement for temporary members working part-time hours shall be calculated on a pro-rated basis upon completion of equivalent full-time hours worked in a calendar year. For example:
 - a) 24 hours per week equals .6 of full-time hours;
 - b) 2 weeks (80 hours) vacation would be pro-rated to 48 hours;
 - c) 3 weeks (120 hours) vacation would be pro-rated to 72 hours.
- (ii) Temporary members shall be entitled to the holidays provided in Article 12 of the Civilian Working Agreement but the holiday pay shall be pro-rated based on the hours worked on a weekly basis (ie. 20 hours/week equals 4 hours per holiday; 24 hours per week equals 4.8 hours per holiday). Holiday pay shall also be pro-rated for temporary members who work less than a full calendar year.
- (iii) Part-time members shall be entitled to four (4%) salary for vacation pay, which shall be calculated for each pay period. If a part-time employee is required to work on paid holiday as defined by Article 14 of the Collective Agreement, he/she will be paid time and one-half his/her regular rate. Such employee shall also be paid his/her regular wages in addition to the premium rate for the hours he/she works.
- (iv) For the purposes of Article 12, progression to the next level of vacation entitlement shall be based upon one year's service being equal to 2,080 hours.

16. Except as expressly provided herein, the provisions of the Civilian Working Agreement apply to temporary and part-time members. Where the provisions of this Agreement are in conflict with the provisions of the Working Agreement, the provisions of this Agreement shall prevail.

SCHEDULE "F"

CIVILIAN JOB SHARE

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 civilian members to share equally the duties and responsibilities of one full-time position.
- 1.2 The provisions of Schedule "F" take precedence over the other provisions of the Civilian Working Agreement where there is a conflict.
- 1.3 Schedule "F" shall apply to any job share agreements entered into on or after September 22, 2000.

2. Definitions

- (a) "Job Share" means that two members occupy one complement position, the duties of which they are both qualified to perform, so that they equally share the responsibilities, remuneration and benefits of that position.
- (b) "Participant" means a permanent full-time member who is participating in a Job Share.

3. Eligibility

- 3.1 To participate in a Job Share, a Participant must be a civilian member of York Regional Police who has completed their probationary period.

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.

- 4.5 If a second qualified member cannot be found internally, the Board may hire a temporary member to participate in the Job Share arrangement. The hiring of a temporary member shall be in accordance with Schedule "E" of the Civilian Working Agreement, and the terms and conditions of employment for the temporary member hired pursuant to this section shall be governed by Schedule "E".
- 4.6 If a job sharing partner is not found through the procedures set out in paragraphs 4.4 and/or 4.5 above, the Committee will make a recommendation to the Board with respect to part-time employment where the member who applied for Job Share can be accommodated in a part-time position. If the member is approved for part-time employment, the provisions of this Agreement shall apply to that member as if he/she was a Participant.
- 4.7 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).
- 4.8 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.
- 4.9 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.
- 4.10 Subject to early termination, the duration of the Job Share agreement shall be one year, and may be renewed upon request of the Participant(s) and the written approval of the Job Share Committee.
- 4.11 The Board may hire a temporary employee to fill the vacancy created by a permanent full-time member who is participating in a Job Share and the provisions of Schedule "E" of the Working Agreement shall apply to the temporary employee.

5. Salary and Benefits

- 5.1 A Participant's entitlement to:
 - (a) annual salary;
 - (b) annual vacation;

- (c) service pay;
- (d) sick leave;
- (e) paid holidays;
- (f) accrued time;
- (g) shift premium;
- (h) special leave; and
- (i) cleaning allowance

shall be calculated at 50% of entitlement.

- 5.2 A Participant's entitlement to the allowances under Section 16.1, 16.2, 16.3, 16.5 and 16.6 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 17.2 of the Civilian Working Agreement. The Board agrees to pay the full cost of premiums for group life insurance, accidental death and dismemberment insurance, and long-term disability insurance. The 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 service pay 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 service pay shall accumulate at a rate of 50%.

6. Hours Worked

- 6.1 A Job Share agreement will specify the days and hours of work for each Participant.
- 6.2 Participants may only change the Job Share agreement by:
 - (a) obtaining approval of their Supervisor; and
 - (b) obtaining approval of the Manager, Human Resources; and
 - (c) requesting changes to the schedule at least (10) days before the new schedule is 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 sharing partner is not found in accordance with paragraphs 4.4 or 4.5, the Job Share agreement shall be terminated and the member may seek a part-time position in accordance with paragraph 4.6. Otherwise the member shall return to a full-time position in accordance with paragraph 8.1.

8. Return to Work

- 8.1 When a Job Share agreement expires, the Participant(s) is(are) entitled to return immediately to his/her last full-time position and if the member's last full-time position no longer exists, then that member is entitled to apply for the next available vacancy in a comparable position.
- 8.2 Upon the termination of a Job Share agreement, a temporary member who was hired as a Job Share partner may be terminated and the provisions of Schedule "E" of the Working Agreement shall apply.

9. Term of this Provision

- 9.1 The parties agree that Civilian job sharing is still being evaluated and that Schedule "F" shall be in effect until December 31, 2005.

SCHEDULE G – CIVILIAN WORKING AGREEMENT

JOB SHARE – CALL CENTRE (Complaint Takers & Communicators)

WHEREAS Schedule F of the Civilian Working Agreement outlines the terms and conditions of the Civilian Job Share;

AND WHEREAS the parties have agreed to implement a pilot project for job share applications within the Call Centre, specifically for complaint takers and communicators;

AND WHEREAS the provisions of this Letter of Understanding take precedence over the other provisions of Schedule F where there is conflict;

NOW THEREFORE the parties agree as follows:

1. Number of Job Share Arrangements Available

1.1 The Board shall make available four (4) job share arrangements (eight (8) half-time job share positions) to permanent members employed in the Call Centre each year.

(a) All four (4) job share arrangements shall have commencement dates beginning approximately April 1 and shall continue for a period of one year.

1.2 The parties agree that there will be one (1) job share arrangement offered per platoon each year. It is understood that all complaint takers and communicators within the Call Centre may apply for a job share opportunity regardless of the platoon to which they are currently assigned.

2. Implementation of the Pilot Project

2.1 Notwithstanding paragraph 4.2 below, the members in the current job share arrangement that is scheduled to run from November 2008 to 2009 shall have the following options:

(a) They may terminate their job share arrangement in November 2009;

(b) They may renew their current job share arrangement to April 2010 at which point they will be given first priority to renew their job share arrangement until April 2011. The job share will terminate in April 2011. Thereafter, any further application for a job share would be considered pursuant to paragraph 4.2 below.

3. The Application Process

3.1 The parties agree that an email notifying all communicators and complaint takers of the posting for job share arrangements and applicable dates thereof shall be provided as follows:

- (i) Email notification shall be provided by the Employer by approximately November 1 of the applicable year
- (ii) Written reply/application shall be required within 20 calendar days thereafter
- (iii) Notification to successful candidates shall be made by the Employer by February 1 of applicable year
- (iv) Job share arrangements shall commence approximately April 1 of the applicable year

3.2 The Employer shall provide a list of members who have applied for job share positions to the members of the Job Share Committee.

4. The Selection Process

4.1 Where eight (8) or fewer permanent members apply for the four (4) job share positions available, all applicants shall be approved for the job share arrangement. Where one or two of the applicants do not have a partner in the same job classification (or with equivalent skill sets, i.e. where a member has not yet been signed off as a communicator) after the internal application process, the Board has the following options:

- (a) Permitting the unmatched applicant(s) to participate in a job share arrangement without a partner and the provisions of this LOU and Schedule F apply to the applicant as if he/she were a participant as defined in Schedule F;
- (b) Matching two applicants from two different job classifications (or skill sets, i.e. where a member has not been signed off as a communicator) into one job share arrangement; or
- (c) Hiring a temporary part-time employee to fill the other half of the job share arrangement(s) with the unmatched permanent member(s). Schedule F shall apply to the permanent member as if he/she were a participant as defined in Schedule F. Schedule E shall apply to the temporary part-time member with the following exceptions:
 - (i) The temporary part-time employee may be hired for an initial period not exceeding one (1) year, unless otherwise agreed; and
 - (ii) The employer may schedule the temporary part-time employee hired to fill a vacancy pursuant to this section to a half-time schedule for one year without first offering overtime to permanent full-time employees.
- (d) It is understood and agreed by the parties that Option (c) may result in more than eight (8) individuals participating in job share arrangements at one time. It is further understood and agreed however, that the maximum number of permanent members participating in a job share arrangement at

any time will be eight (8), unless otherwise agreed.

- (e) It is also understood and agreed by the parties that there shall never be more than two (2) part-time temporary members in the Call Centre at any one time, unless otherwise agreed.

4.2 Where more than eight (8) permanent members apply for the eight (8) job share positions available, priority shall be determined in the following manner:

- (a) Renewals – A permanent member who is currently in a job share arrangement and has been in the job share arrangement for one twelve (12) month-term or less shall be given first priority to continue in a job share arrangement for an additional year. A permanent member who is currently in a job share position and has been in the job share for more than one twelve month term shall be awarded a further job share position only where there are positions remaining open after all other permanent applicants have been accepted. A permanent member who wants to extend his/her job share arrangement pursuant to this paragraph shall make an application in the manner set out in paragraph 3.1.
- (b) Seniority – The Board shall award job share positions available after renewals are considered pursuant to paragraph (a), on the basis of seniority in the Service.
- (c) Permanent Members – If a permanent member applies for an available job share position and a temporary part-time member is currently filling half a job share position awarded in the previous posting, the permanent member shall be offered the position for the time remaining in the arrangement, provided he/she is in the same job classification and has an equivalent skill set to the temporary part-time member.

5. Filling long-term vacancies in the Call Centre

5.1 Where a vacancy is created in the Call Centre by 1) a permanent member who is absent on a leave of absence, including pregnancy/parental leave and periods of sick leave or compensable injuries greater than six (6) months, or 2) employees participating in a job share, the Board shall post the vacancy internally, pursuant to Article 35 of the Civilian Working Agreement.

5.2 The parties agree that the Board may simultaneously advertise these vacancies externally. Consideration for all postings will be consistent with Article 35 and Schedule E of the Civilian Working Agreement.

5.3 If no suitable internal applicant is found, the Board may hire a full-time temporary employee to fill vacancies created by 1) a permanent member who is absent on a leave of absence, including pregnancy/parental leave and periods of sick leave or compensable injuries greater than six (6) months, and 2) employees participating in a job share. The terms and conditions of employment for temporary employees shall generally be governed by Schedule E of the Civilian Working Agreement except as follows:

- (a) The temporary employee may be hired for an initial period not exceeding one (1) year, unless otherwise agreed;
- (b) The employer may schedule a temporary employee hired to fill a vacancy pursuant to paragraph 5.3 to a full-time schedule for one (1) year without first offering overtime to permanent full-time employees; and
- (c) The employment of temporary employees may be renewed to fill vacancies provided that after three (3) consecutive one (1) year contracts, the temporary employee shall be deemed a permanent full-time employee. A contract shall be considered consecutive if it commences less than 30 days after the expiry of the previous employment contract.

7. Early termination of job share

- 7.1 Either participant in a job share arrangement may apply to terminate the agreement and return to full-time employment 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. Approval shall not be unreasonably denied.
- 7.2 Where a job share arrangement is terminated by one partner who had been matched with another member in a job share arrangement, and the remaining partner wishes to remain in a job share position, members of the Call Centre shall be advised via email of the vacated job share position, and of the time remaining in the job share arrangement to determine if a suitable partner may be found.
- 7.3 If, as of the date of termination, less than six (6) months remains in the job share arrangement and no suitable internal applicant is found, the Board shall permit the remaining partner to continue in the job share position without a partner for the remainder of the job share agreement.
- 7.4 If, as of the date of termination, six months or more remains in the job share arrangement and no suitable internal applicant is found, the remaining partner may be required to return to a full-time position upon not less than 30 days notice by the Employer.

8. Return to Full-time work

- 8.1 Where a job share arrangement expires, the participants are entitled to return to their last full-time position. It is understood and agreed that return to a full-time position does not necessarily mean within the same platoon that the employee worked on immediately prior to commencing a job share or during the term of the job share.

9. Ongoing Review

- 9.1 The parties agree that this pilot project will be evaluated by the Job Share Committee on an on-going basis and further agree that the pilot project will remain in effect until December 31, 2011. The parties agree to discuss the renewal of this pilot, either with or without modifications, after that date. The parties agree that any members participating in a Job Share Arrangement which has not yet expired will continue in effect for the one-year term even if this pilot project is discontinued after 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")**

ALTERNATIVE WORKWEEK ARRANGEMENTS FOR CIVILIANS

The parties shall enter into a new Letter of Understanding with respect to Alternate Work Arrangements that reads as follows:

WHEREAS the parties discussed the merits and parameters of Alternate Work Arrangements;

NOW THEREFORE, the parties agree as follows:

1. Members may voluntarily participate in alternate work arrangements subject to conditions established by the Chief of Police.
2. Member requests for participation in alternate work arrangements shall not be unreasonably denied.
3. The Chief or his designate has the sole discretion to authorize the implementation, cancellation or revision of the alternate work arrangement schedules.
4. The member shall be provided with reasonable notice should the alternate work arrangement schedule be revised or cancelled.
5. Lateness and overtime shall be determined on the basis of the hours of work outlined in the approved alternate work arrangement schedule.
6. There are positions and units that are deemed essential and as such are not subject to the alternate work arrangement option.
7. Alternate work arrangements shall only be available to civilian members permanently assigned to Schedule 6.

MINUTES OF SETTLEMENT

In the Matter of an Arbitration under the *Ontario Police Services Act*

BETWEEN:

The York Regional Police Association
(“the Association”)

- and -

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

(Court Security Officers & CSO Supervisors – Statutory Holiday Time)

WHEREAS the Association filed a grievance alleging that Court Security Officers and Court Security Supervisors (collectively CSO) are not being compensated appropriately when required to work on Statutory Holidays;

AND WHEREAS the grievance was referred to arbitration by the Association;

AND WHEREAS the parties wish to resolve this outstanding matter on a without precedent or prejudice basis;

THE PARTIES AGREE AS FOLLOWS:

1. The Employer shall compensate CSOs who are scheduled to work on Statutory Holidays by paying a minimum of eight (8) hours at their respective regular rate for time worked on the Statutory Holiday. If a CSO works in excess of eight (8) hours on a Statutory Holiday the overtime provisions of the working agreement will apply;
2. The Employer will also compensate any CSO who works a Statutory Holiday by adding twelve (12) hours to the CSOs overtime bank for each Statutory Holiday a CSO is required to work;

3. This practice will commence starting the first Statutory Holiday after the execution of these Minutes of Settlement and will be applied on a retroactive basis to, and including, January 1, 2008;
4. The parties agree that the grievance is resolved on a without prejudice basis and the Association agrees to withdraw its grievance.

For the Association:

Dated at Newmarket this day of , 2013

For the Employer:

Dated at Newmarket this day of , 2013

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 _____ DAY OF _____, 2013 at Newmarket, Ontario.

For the Employer:

For the Association:

CIVILIAN AND UNIFORM AGREEMENTS

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 DAY OF , 2013.

For the Board:

For the Association:

LETTER OF UNDERSTANDING

BETWEEN:

The Regional Municipality of York Police Services Board

(hereinafter the “Board”)

- and -

York Regional Police Association

(hereinafter the “Association”)

(collectively the “parties”)

RETIRED TEMPORARY WORKERS

WHEREAS the Board has established a practice of hiring retired members as part-time, temporary workers to fulfill certain limited functions;

AND WHEREAS the parties wish to clarify the status and continued use of these retired members as part-time, temporary workers to fulfill certain limited functions;

AND WHEREAS the parties agree that the retired workers are not members of the Association and that the work that the retired members perform, as set out below, falls outside the strict terms of the Working Agreements, except to the extent it has an impact on the YRPA and its members;

NOW THEREFORE the parties agree as follows:

1. The Board may hire up to a maximum of 32 retired members of the York Regional Police Service, on a temporary, part-time basis, to perform the following functions:
 - a. Fleet Assistant - moving and cleaning vehicles;
 - b. Courier - performing courier/mailroom services;
 - c. Bus Driver; and
 - d. GO Reader Unit.
2. The Board may retain the services of up to a maximum of 8 retired members of the York Regional Police Service, on a temporary, part-time basis, to perform background checks for recruiting purposes.
3. The Board may hire up to a maximum of 3 retired members from the Senior Officer Ranks and 5 members from the York Regional Police Association.

4. The Board has or will enter into fixed term agreements with each of the retired members hired as temporary, part-time workers setting out the following:
 - a. The function to be performed;
 - b. The duration of the agreement. The agreements shall be no longer than 12 months. Agreements may be renewed at the option of the Board and the retired worker;
 - c. The maximum number of hours per week that the worker will be entitled to perform work. No retired member shall work more than 1040 hours in a calendar year;
 - d. The applicable hourly rate. The rate shall be no lower than the hourly rate provided to Band 1 civilian members at the 30 month rate;
 - e. That the retired worker is not a member of the Association and is not entitled to the negotiated rights and benefits under the working agreement (except those applicable to retirees);
 - f. 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 liability so incurred.

5. It is agreed that a listing of the active retirees performing functions shall be provided to the Association on a quarterly basis. The listing shall include the names of the retirees, their function/title and the number of hours worked in the preceding quarter.

6. It is agreed and understood that the work performed by the retirees shall not eliminate or displace a full-time employee nor shall it permit the Board to avoid hiring a full-time member or circumvent any other of the provisions of the Working Agreement.

DATED this _____ day of _____, 2013

For the Board:

DATED this _____ day of _____, 2013

For the Association:

SCHEDULES, LETTERS & MEMORANDA OF UNDERSTANDING

All schedules, memoranda and letters of understanding, that formed part of the working agreements that expired on December 31, 2012, regardless of their stated termination date, shall continue unless specifically altered by this Memorandum of Agreement.

Dated this 17th day of May, 2013, in the Region of York

**REGIONAL MUNICIPALITY OF YORK
POLICE SERVICES BOARD**

“Barb Bartlett”

VICE CHAIR

**REGIONAL MUNICIPALITY OF YORK
POLICE ASSOCIATION**

“John Miskiw”

PRESIDENT

**REGIONAL MUNICIPALITY OF YORK
POLICE ASSOCIATION**

“Larry Wood”

VICE- PRESIDENT