



UNIT E COLLECTIVE AGREEMENT

**BETWEEN
TORONTO POLICE SERVICES BOARD
AND
TORONTO POLICE ASSOCIATION**

2005-07

09981 (07)

UNIT ‘E’ – 2005-2007

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**THIS COLLECTIVE AGREEMENT MADE THIS 7TH DAY OF DECEMBER
2005**

BETWEEN

TORONTO POLICE SERVICES BOARD
hereinafter called “**the Board**”

OF THE FIRST PART,

-and-

TORONTO POLICE ASSOCIATION
hereinafter called “**the Association**”

OF THE SECOND PART.

Whereas the parties have mutually agreed to enter into and execute this Collective Agreement defining, determining and providing for remuneration, benefits, pensions and working conditions of the members of the Toronto Police Service coming within Unit “E” as set out in Schedule “1” hereto.

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

ARTICLE 1 - SCOPE, RECOGNITION AND DURATION

- 1:01 This Agreement shall apply only to members of Unit E employed by the Toronto Police Service as hereinafter defined.
- 1:02 Provided at least 50% of the members of the Service belong to the Association, the Board shall recognize the Association as the sole and exclusive bargaining agent for all members of the Service save and except the Chief, the Deputy Chiefs, and *senior* officers (as defined in s.114 of the Police Services Act) represented by the Toronto Senior Officers Organization.
- 1:03 The terms and conditions herein contained shall remain in full force and effect for the period extending from **January 1, 2005**, until December 31, 2007, and thereafter, until replaced by a new collective agreement, decision or award. Either party may give notice to the other party at any time after ninety days before December 31, 2007 that it desires to bargain for a new collective agreement or amendments to the existing collective agreement. Within fifteen days from the service of such notice, each party shall provide to the other party a list of the changes to the collective agreement it desires.

ARTICLE 2 - DEFINITIONS

- 2:01 Except where a contrary intention appears:
- (a) "Association" means the Toronto Police Association.
 - (b) "Board" means the Toronto Police Services Board.
 - (c) "Chief of Police" means the Chief of Police, from time to time, of the Toronto Police Service.
 - (d) "Exigencies of the Service" means maintenance of an adequate Police service as determined by the policies of the Board and/or the direction of the Chief of Police.
 - (e) "Member" means a part-time member who is scheduled to work less than the normal annual hours worked by a full-time member under the Units "A", "B", or "C" agreements and who occupies any of the positions set forth in Schedule 1, annexed hereto and forming part of this Agreement.
 - (f) "Service" means the Toronto Police Force.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3:01 (a) The Association and the members recognize and acknowledge that it is the exclusive function of the Board to:
- (i) maintain order, discipline and efficiency;
 - (ii) Hire, discharge, direct, classify, transfer, promote, demote, and suspend or otherwise discipline any member, provided that a claim that any such member has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided;
 - (iii) Generally to manage the operation and undertakings of the Service and without restricting the generality of the foregoing, to select, install and require the operation of any equipment, plant and machinery which the Board in its uncontrolled discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the Service.
- (b) The Board agrees that it will not exercise the foregoing functions in a manner inconsistent with the provisions of this Agreement.

3:02 Notwithstanding Clause 3:01 anything to the contrary in this Agreement contained, the Board shall have the exclusive right to discharge a probationary member within the first 1044 regular hours worked of his/her service to the Board.

The prior service of a member re-employed by the Board after a break in service will not be considered for the purpose of this Clause.

Job Evaluation

- 3:03 (a) The parties agree to create a bi-partite Job Review Committee. Upon request of either the Association or the Board, the Job Review Committee will review jobs that may have been materially amended. This Review will be conducted to ensure the job is placed within the appropriate job classification. In conducting the Review, the Job Review Committee will evaluate up to date job content information using the Deloitte and Touche job evaluation system. This Review shall take place after six months but no more than one year of the notification of the material amendment. Any wage increase required as a result of this review will be retroactive to the date of notification of the material amendment by the Board or the Association to the Job Review Committee. In the event of a dispute the matter will be referred to the Referee appointed under Article 3:04(b) whose decision is final and binding on both the parties. The Board is not

required to review a job more than once in a calendar year. It is also the intent and understanding of the Parties that all jobs may be reviewed periodically upon the request of either the Board or the Association to maintain the integrity of the job evaluation system.

- (b) The Board will notify the Association within 30 days regarding the creation of a new civilian position. The Job Review Committee will meet within one year of the date of notification to evaluate the new civilian position. In the event of a dispute the matter will be referred to the Referee appointed under Article 3:04(b) whose decision is final and binding on both parties. In the event that the new position is assigned to a higher pay class as a result of the evaluation, retroactive pay shall be paid to the incumbent effective from the date the member commenced work in the position. However, if the assignment to a higher pay class is the result of a material amendment which occurred after the member commenced work in the position, then the retroactive pay shall be made from the date of the material amendment. In the event that the new position is assigned to a lower pay class, the incumbent shall receive the pay rate of the lower pay class. In the event that the assignment to the lower pay class has been referred to the Referee appointed under Art. 3:04(b) then the incumbent shall receive the pay rate of the lower pay class after the Referee's decision has been rendered.
 - (c) All evaluations, alterations amendments agreed to by the Job Review Committee shall be confirmed in writing and shall be deemed to be resolved and shall not be the subject of a grievance or claim hereunder.
 - (d) A member whose job is assigned to a lower pay class will continue to receive hisher current salary until the rate of the job and step to which he/she is assigned exceeds his/her current salary or until the member moves into a higher step or higher class which would entitle the member to a rate exceeding the member's current rate. For a period of one year following the effective date of assignment, the member, if qualified to perform a job for which he/she applies, shall be preferred over other applicants for jobs in any class up to, and including, but no higher than, the pay class to which his/her job has been formerly assigned. Where more than one such qualified incumbent applies for a job, the selection criteria in clause 16:02 shall govern.
 - (e) A member whose job is assigned to a higher pay class will move to the lowest step in the higher class which will give the member a pay increase.
- 3:04 (a) A claim that, as a result of the action referred to in clause 3:03 (b), the Board has assigned the job to the wrong pay class shall be made in writing within one year of the assignment and shall include particulars, including the areas of disagreement, the pay class desired and the reasons therefore.

Failing agreement, the claim may be referred to the Referee under this Article.

- (b) The parties shall endeavor to agree to jointly appoint one person to act as Referee for a specific period of time under this article. If the parties fail to agree, O.B. Shime, Q.C., (or a person designated by him) shall make the appointment.
 - (c) In evaluating a claim under clause 3:03 (a) or clause 3:04(a), the Referee will be governed by the current job evaluation plan and its application to existing jobs in Units "A", "B" and "C".
 - (d) The Referee shall have the power to establish the job description based on his/her assessment of job content as determined by the Board and determine job evaluations. All final and binding decisions of the Referee shall be made in writing to each party as soon as possible with reasons and shall be consistent with the Job Evaluation Plan and the Collective Agreement. The objective is to have a decision within 10 calendar days of the date of the last hearing or fact-finding mission of the Referee on the matter in dispute. Decisions of the Referee shall be deemed to be Arbitration decisions under this Collective Agreement and the Police Services Act and shall be enforceable as such.
 - (e) It is the desire of the parties that the hearings be conducted in an informal, and expeditious but fair manner based on representations by the Board and the Association. In conformity with this objective the Referee shall determine hisher own procedures. The Referee shall have all the powers of an Arbitrator under this Collective Agreement and the Police Services Act and, in addition, shall have the right to visit and observe the job in progress, and to interview such persons as the Referee may deem necessary in order to assign in the job evaluation. Full disclosure of all documents and data in the possession of either party shall be made to the Referee.
- 3:05 Any claims under clause 3:04 shall be made within 30 days after the Board has notified the Association of the class for salary purposes to which the position in question has been assigned.

ARTICLE 4 - ASSOCIATION MEMBERSHIP

- 4:01 It shall be a continuous condition of employment with the Service that every member shall become a member of the Association within thirty days from the date of commencement of his/her employment with the Service and thereafter shall remain a member in good standing.

- 4:02 The Board shall not be required to discharge any member who has been expelled or suspended from membership in the Association, other than for engaging in unlawful activity against the Association.
- 4:03 The Board, in respect of every member, shall:
- (a) deduct from each regular pay of such member such dues and contributions to the Association, payable by such member in accordance with the By-laws of the Association, provided such are to be levied **for** not less than six months, and
 - (b) continue to make such deductions until this Agreement is terminated, and
 - (c) within one week after making of each such deduction, pay the sum *so* deducted to the Association.
- 4:04 The Association shall provide to the Board a certified copy of the By-laws of the Association authorizing any such dues and contributions and a certified true **copy** of the minutes of any meeting at which any change in such dues and contributions is made.
- 4:05 The Association will save the Board harmless from any and all claims which may be made against the Board for amounts deducted from pay as herein provided.
- 4:06 The actual cost to the Board, from time to time, during the currency of this Agreement of carrying out the provisions of Clause **4:04** shall be paid by the Association upon receipt of account therefore from the Board.
- 4:07 There shall be no discrimination by the Board or the Association against any member in respect of his/her employment because of his/her activity or lack of activity in the Association.

ARTICLE 5 - WAGES AND SALARIES

- 5:01 The salaries and wages to be paid to each member shall be in accordance with the rate **of** pay **for** each position as set forth in Schedule "1" annexed hereto and forming part of this Agreement.
- 5:02 Members' compensation shall be paid by means of an electronic bank deposit to a financial institution of the member's choice provided the institution is a member of the Canadian Payment Association. Pay stubs for members on electronic bank deposit shall be made available to all members in all units not later than 7:00 a.m. on payday.

- 5:03 (a) Whenever a member is assigned to and performs all the regular duties of a higher position for a temporary period not less than one full shift, such a member shall be paid the minimum rate of the higher position or awarded an increase of five per cent, whichever is greater, for all such time so worked. A member who is authorized to work through the lunch hour and to leave an hour before the end of the tour is nevertheless entitled to the higher rate.
- (b) The Board and the Association recognize the desirability of fair distribution of opportunities to work for temporary periods in higher classifications. Therefore, in making such assignments from amongst members in the next lower classification in the same section, the Supervisor will consider and take into account the extent to which the member has had such opportunity in the past, the duration of such temporary assignment, the level of performance of the member in his/her regular classification as well as the capacity of the member to perform the work of the higher classification.
- (c) The foregoing alternate rates provision shall apply to periods during which the member is absent on paid leave, on sick pay, on paid holidays or on annual vacation, provided such member has been continuously paid at such alternate rate for at least two months immediately prior to such absence on paid leave. Such alternate rate will be paid only to the extent that it would have been paid had the member remained at work. Absences of not more than five (5) working days shall not break the period of continuous acting rank assignment for purposes of this clause.

ARTICLE 6 - PREMIUM PAY PROVISIONS

- 6:01 The normal work week for a member shall consist of the regular, predetermined hours established for him/her.
- 6:02 When a member is required to be on duty one quarter hour or more in excess of eight hours daily or 80 hours bi-weekly, such member shall receive lieu time, as provided in Clause 6:05, or pay calculated at the rate of one and one half times the member's rate of pay for all time worked in excess of such eight hours daily of eighty hours bi-weekly.
- 6:03 (a) (i) Whenever a part-time member who is not on vacation or on lay-off is required to attend at court that attendance will be considered to be scheduled working time for the purpose of calculating hours of work and for the purpose of the guaranteed minimum hours of work agreed to in clause 6:12.

- (ii) An appearance under subpoena at a W.S.I.B. Hearing, Criminal Injury Compensation Board Hearing, Public Inquiries Act Hearing and Coroner's Inquest, or at an administrative tribunal hearing where the testimony he/she is required to give relates to the performance by the member of his/her duties as a member of the Service shall be deemed to be an appearance at Court, but such administrative tribunal shall not include any arbitration under this agreement or the Police Services Act or any Disciplinary Hearing or any Public Complaints Act Hearing.
 - (b) Whenever a member has reported off duty and is called back it will be considered to be an overtime assignment, regardless of the length of the original assignment, and the member will be guaranteed a minimum of three hours at time and a half to be taken either in payment or in lieu time.
 - (c) Whenever a part-time member is required by the Board to report for duty, whether on a day originally scheduled or not, the clause 6:12 guarantee should apply unless the callback provision in paragraph (b) above applies.
 - (d) A court appearance by a member on Pregnancy or Parental Leave is to be treated as a court appearance on a regularly scheduled day off and the member can elect cash or lieu time in respect thereof except where the court appearance is made during a period in respect of which a supplementary employment insurance benefit applies. In such cases, members shall be credited with lieu time for use following their return to work. If a member does not return to work, the lieu time credit shall be paid out in cash.
- 6:04 (a)
- (i) A member who is required to attend court during his/her vacation shall be granted two days off for each day or part thereof spent in court based on average daily average for previous eight pay periods. This article shall apply only if the member's Unit Commander has approved, in advance, the member's attendance at court.
 - (ii) If such appearance is outside Toronto this clause will only apply if the member has notified his/her Unit Commander as soon as possible after being made aware of such required court attendance.
 - (iii) In addition, when the member must travel to court from a place other than his/her normal place of residence, on a day other than the day of court attendance, he/she shall be granted equivalent time off to a maximum of eight hours for each day spent travelling. The member shall be reimbursed for any reasonable travelling expenses, except where the trip is made to or from the normal place of residence.

- (iv) The provision of this clause shall not apply where a member by agreement with his/her Unit Commander has elected to amend his/her vacation period after he/she has been notified that he/she was scheduled for court attendance during the new vacation period.
 - (b) In the event that a scheduled court appearance is cancelled after 2300 hours of the day preceding the scheduled court appearance, the employee shall be entitled to one-half of the call-back allowance that would otherwise be payable.
- 6:05** A member may elect lieu time instead of payment for overtime, including call back, in accordance with the following procedure:
- (a) Upon completion of any such overtime worked by a member such member shall indicate to his/her Unit Commander whether the member elects to be paid for such overtime or to take time off in lieu thereof. The Unit Commander shall enter the member's election in the records provided therefore.
 - (b) Periods of overtime for which a member elects to be paid shall be accumulated for one calendar month and the total so accumulated shall be paid for during the next following calendar month.
 - (c) Periods of overtime which the member has elected to take as lieu time off shall be allowed to accumulate and for every hour of lieu time so accumulated, the member shall be entitled to take one and one half hours off, provided that such time must be at a time agreed upon between the member and the Unit Commander. Lieu time may be taken as a part of a day or a whole day.
- 6:06** (a) All lieu time shall be recorded in the member's lieu time register. The Parties agree that lieu time should be used as soon as practicable after the time is accumulated. Lieu time to the credit of any member which exceeds eighty hours of accumulation on the last day of the month of February, May, August and November shall be paid on the pay day nearest the end of the following month. For the purpose of this clause, lieu time includes all time accumulated under clause 8:02 for lunch hours, clause 6:05 for overtime and callbacks, and clause 9:04 for Statutory Holidays worked.
- (b) Members may elect to reduce their lieu time balance to 20 hours or zero hours on the last day of November of each year.

- 6:07 All witness fees, exclusive of transportation allowance, received by any member attending, either on or off duty, any court shall be forfeited to the Treasurer of the City of Toronto where such member is entitled to payment from the Board for such court appearance.
- 6:08 For the purpose of calculating overtime and call back payments or lieu time, such calculations shall be taken to the nearest half hour, i.e.

<u>Time Worked</u>	<u>Time Credited</u> <u>(At appropriate rate)</u>
0 - 14	- Nil
15 - 44	- 30 Minutes
45 - 1 hour 14 minutes	- 1 hour, etc.

- 6:09 No deduction will be made from pay and no overtime payment will be made for the short tour worked or the additional hour worked as a result of the changeover to Daylight Saving from Standard Time, and vice versa.
- 6:10 (a) A member who is required to remain available for duty on standby when called by telephone at a telephone number supplied by him/her outside his/her regularly scheduled working hours shall receive standby pay in the amount of \$2.00 per hour (**\$3.00** per hour effective January 1, 2007) for the period of standby scheduled by the Board. Standby pay shall, however, not apply if a member is called back to work under Clause 6.04 above during such standby and, in the event of a callback, the provisions of Clause 6.04 shall apply.
- (b) If a member is required to remain on call or on standby duty following the completion of the callback, the provision of clause (a), above, shall again apply.
- 6:11 Where a member who is not absent from work for sickness or otherwise is ordered to attend Medical Advisory outside his/her scheduled duty hours, the member,
- (a) If his/her attendance immediately precedes or immediately follows his/her scheduled duty hours, shall be paid at time and one-half for the time of his/her attendance (including any necessary travel time outside his/her scheduled duty hours to and from his/her regular place of work); or
- (b) Otherwise, shall be paid three hours at time and one-half his/her straight time hourly rate or time off in lieu thereof.

For the purpose of this clause a member scheduled to work the day of attendance at Medical Advisory is not absent from work for sickness or otherwise during such day.

- 6:12 Wherever a member is scheduled for work reports for work and is advised that no work is available, he/she shall be paid 3 hours pay at hisher regular rate.

ARTICLE 7 - SHIFT BONUS

- 7:01 Each member who, as part of a regularly scheduled work week, works on a shift which ends after 6:00 p.m. (afternoon shift) shall be paid in addition to hisher regular wage or salary, a Shift Bonus of 65 cents per hour for each such shift, from time to time worked by such member as part of hisher regular shift. No Shift Bonus shall be paid where premium pay is paid.
- 7:02 Each member who, as part of a regularly scheduled work week, works on a shift which commences after 6:00 p.m. on one day and at or before 4:30 a.m. on the following day (night shift) shall be paid in addition to hisher regular wage or salary, a Shift Bonus of 70 cents per hour for each such shift, from time to time worked by such member as part of hisher regular shift. No Shift Bonus shall be paid where premium pay is paid.
- 7:03 Each member who, as part of a regularly scheduled work week, works on a Saturday or Sunday, shall be paid, in addition to hisher regular wage or salary, a Shift Bonus of 75 cents per hour for each day, afternoon or night shift, from time to time worked by such member on such Saturday or Sunday, provided that the majority of such hours worked in such shift shall fall within the Saturday or Sunday. The provisions of Clauses 7:01 and 7:02 shall not apply to such Saturday or Sunday shift when the provisions of this Clause apply.

ARTICLE 8 - LUNCH, REST PERIOD AND SHIFT CHANGE

- 8:01 Every member who is required to work on any regular schedule other than Monday through Friday shall be given two consecutive days off in each seven day or other regularly scheduled shift period in lieu of Saturday or Sunday.
- 8:02 (a) The parties agree to implement, during the term of the Collective Agreement, a controlled paid one-half hour lunch period for 40-hour workers who regularly work a day-afternoon-nightrotating shift.
- (b) A member entitled to a controlled one-half hour paid lunch break, who is granted permission to be excused from duty in accordance with the lieu time provisions of the Agreement after having completed four hours duty

shall have lieu time debited for four hours and shall be credited with one-half hour at straight time for the lunch break not taken.

- (c) Subject to the requirements of the Service, in the discretion of the Chief of Police, a member assigned to rotating shifts shall regularly rotate from one shift to another so that an equal amount of time will be spent by the member on each shift providing, however, that by mutual agreement between a member and the Unit Supervisor a member may spend more time on one shift than another. This provision will not apply where, in the judgment of the Chief of Police, work performed requires more members on one shift than another.

- 8:03 Every member other than those described above who works on a shift shall be afforded an unpaid lunch period between the third hour and the fifth hour of the shift, except in the case of an emergency when such lunch period shall be at the discretion of the Unit Commander of such member and it is agreed and understood that the Board shall be judge of what constitutes an emergency.
- 8:04 Every member shall be afforded a rest period of fifteen **(15)** minutes during each morning and afternoon at such time and place as may be decided by the Unit Commander concerned and the rest period for a member on shift work shall be during the first four hour and the second four hour period respectively.

ARTICLE 9 - DESIGNATED HOLIDAYS

- 9:01 Four and six-tenths percent (4.6%) of regular straight time pay, not including vacation pay, shall be added to the member's regular pay to compensate for designated holidays.
- 9:02 When any of the above-named holidays falls on a Saturday or Sunday, **the** Board shall designate an alternate day as the day of observance of such holiday and it is agreed that any premium payable for working on a designated holiday shall not apply to such Saturday or Sunday.
- 9:03 Every member who is required to work on a day *so* designated as a holiday shall be paid at the rate of time and one-half for the time *so* worked in addition to the 4.6% payment specified in clause 9:01 above.

ARTICLE 10 - VACATIONS

10:01 A member shall be eligible for vacation on the following basis:

- (i) following the completion of 2088 regular hours of service - 2 weeks' vacation;
- (ii) following the completion of 6264 regular hours of service - 3 weeks' vacation;
- (iii) following the completion of 18,792 regular hours of service - 4 weeks' vacation;
- (iv) following the completion of 33,408 regular hours of service - 5 weeks' vacation;
- (v) following the completion of 45,936 regular hours of service - 6 weeks' vacation.
- (vi) following the completion of 58,464 regular hours of service - 7 weeks' vacation.

10:02 Members shall receive vacation pay as part of their bi-weekly pay as follows:

- (i) 4% of gross pay if entitled to 2 weeks' vacation or less
- (ii) 6% of gross pay if entitled to 3 weeks' vacation;
- (iii) 8% of gross pay if entitled to 4 weeks' vacation;
- (iv) 10% of gross pay if entitled to 5 weeks' vacation; and
- (v) 12% of gross pay if entitled to 6 weeks' vacation.
- (vi) 14% of gross pay if entitled to 7 weeks' vacation.

10:03 (a) A member who retires on pension, in the calendar year in which he/she retires, in addition to vacation pay under Clause 10:02, shall be entitled as follows to additional vacation pay calculated from January 1st of his/her retirement year to the date of his/her retirement:

- (i) If less than 2088 regular hours of service on date of leaving, one day's pay for each completed thirty-six calendar day period of service;

- (ii) If entitled to two weeks' vacation on the previous anniversary date, one day's pay for each completed thirty-six calendar day period of service;
- (iii) If entitled to three weeks' vacation on the previous anniversary date, one day's pay for each completed twenty-four calendar day period of service;
- (iv) If entitled to four weeks' vacation on the previous anniversary date, one day's pay for each completed eighteen calendar day period of service;
- (v) If entitled to five weeks' vacation on the previous anniversary date, one day's pay for each completed fourteen calendar day period of service;
- (vi) If entitled to six weeks' vacation on the previous anniversary date, one day's pay for each completed twelve calendar day period of service.
- (vii) If entitled to seven weeks' vacation on the previous anniversary date, one day's pay for each completed ten calendar day period of service.

For the purposes of this clause, one day's pay shall be an amount equal to the average of the paid straight-time hours for all shifts worked in the year of retirement.

- (b) If a member dies prior to his/her anniversary date, such member shall have paid to his/her estate an amount equivalent to the appropriate pro-rata entitlement under (i), (ii), (iii), (iv), (v), (vi) or (vii) above.
- 10:04 (a) Subject to Clause 10:05, vacations shall be scheduled for members who wish to take vacation time off in order of seniority based on the total length of service.
- (b) A member taking vacation under clause (a), above, who is hospitalized or confined to his/her residence as a result of an illness or injury (other than one occasioned by or as a result of his/her duty, as provided under Article 12 hereof), at the time of commencement of his/her scheduled vacation shall have his/her vacation re-scheduled, provided the vacation as re-scheduled is taken before March 31st of the next calendar year. If a member does not return from his/her sick leave prior to the said period, the vacation shall be lost.

- 10:05 Notwithstanding clause 10:04(a), a member who is subject to lay-off under Article 20 shall take vacation time during the period of lay-off except that a member may, in exceptional circumstances and with the permission of his/her Unit Commander, which permission shall not be unreasonably withheld, take vacation time off without pay during a period that is not a period of lay off up to the maximum to which he/she is eligible under clause 10:01.
- 10:06 Every member who transfers to Unit A, B, C or Uniform will have the amount of vacation pay paid deducted from his/her entitlement under those agreements on the first year of his/her vacation.

ARTICLE 11 - SICK PAY

- 11:01 (a) Each member shall receive a sick pay credit of 12 hours for each 174 hours worked.
- (b) Sick pay credits shall be cumulative from the commencement of a member's employment with the Service but, in accordance with clause 11:05, no member shall be eligible to receive sick pay prior to the completion of his/her probationary period.
- 11:02 When a member is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the Service upon expiration of such leave of absence, etc., he/she shall not receive credit for the period of such absence, but shall retain his/her cumulative credits, if any, existing at the time of such leave or layoff.
- 11:03 If a member resigns his/her position with the Service or is discharged for cause, and later returns to the Service, he/she shall be considered a new member and shall not be entitled to bring forward credits available prior to leaving the said Service.
- 11:04 Whenever a member's days of illness exceed his/her cumulative credit, the excess days of illness shall not be carried forward, but shall be regarded as days of illness without pay.
- 11:05 Every member on the completion of his/her probationary period shall be eligible to receive sick pay, at full salary, for any scheduled time **lost** by reason of illness or injury to the full extent **of** sick pay credits available to him/her at the time of each absence, except where an award **is** made under the W.S.I. Act. Provided, however, a member, who has been absent an average of six or more occasions per year (on a calendar year basis) over the previous two year period, shall receive sick pay as follows:

First absence in year	-	from first day absent
Second absence in year	-	from second day absent
Third and subsequent absences in year	-	from third day absent

An occasion of absence shall be no **less** than a full day's absence.

It is understood and agreed that a single "occasion" is comprised of all consecutive days lost by reason of illness or injury. For the purpose of this clause one day's pay shall be an amount equal to the daily average of the paid straight time hours received by the member during the 8 complete pay periods immediately preceding the sickness.

The Manager of Compensation and Benefits and the Vice President of the Association shall jointly have the authority, in special circumstances, to exempt any particular member from the application of this provision.

11:06 For any time lost by reason of having to care, because of **an** urgent situation where no reasonable alternative is available, for an ill or injured dependent a member may use a maximum of three days (24 hours for 40 hour workers, 21 hours for 35 hour workers) per calendar year of sick pay credits (part days to be calculated as under clause 11:07) provided sick pay credits are available to him/her at the time. A member who makes use of this provision has an obligation to make other arrangements for the care of the dependent at the earliest reasonable opportunity. "Dependent" means a member of the member's immediate family who, by reason of age or infirmity, is dependent upon the member for daily care and supervision.

Effective January 1, 2007, for any time lost by reason of having to care, because of **an** urgent situation where no reasonable alternative is available, for an ill or injured dependent a member may use a maximum of 30 hours (for 40 hour workers) or 27 hours (for 35 hour workers) per calendar year of sick pay credits (part days to be calculated as under clause 12:06 (a)) provided sick pay credits are available to him/her at the time. A member who makes use of this provision has an obligation to make other arrangements for the care of the dependent at the earliest reasonable opportunity. "Dependent" means a member of the member's immediate family who, by reason of age or infirmity, is dependent upon **the** member for daily care and supervision.

11:07 The number of hours for which a member receives "sick pay" shall be deducted from his/her cumulative sick pay credit, but no deduction shall be made on account **of** any period during which a member would normally be entitled to be off work. Absence on account of illness for **less** than a full day shall be deducted on a straight hourly basis to the nearest 15 minutes.

- 11:08 A member on Regular Monday to Friday work, or a member on another shift who, due to unforeseen or urgent medical condition requires emergency treatment, may on request to his/her immediate supervisor, made as soon as possible after making the appointment, be granted necessary time off to attend medical or dental appointments which cannot be arranged during non-working hours, with deduction from accumulated sick credits on a straight hourly basis to the nearest fifteen minutes. Lieu time will be used for all other medical or dental appointments.
- 11:09 A member absent for more than three consecutive scheduled shifts shall furnish, within seven days from the commencement of absence, a certificate from his/her personal physician covering the nature and duration of the illness, with the first and last dates of attendance upon the member. A member absent for more than twenty-four consecutive scheduled shifts shall furnish immediately following such period, and each subsequent twenty-four consecutive scheduled shifts of absence, a certificate from his/her personal physician covering the nature of the illness, the latest date of attendance and the probable date on which the member will return to duty.
- 11:10 A member shall not be entitled to sick pay in advance of any credit he/she may earn in the future.
- 11:11 (a) The Board may require any member to submit himself/herself to a medical examination by a physician designated by the Board.
- (b) If, after examining medical reports and making such investigations including consultation with the member's physician as the Medical Advisor deems appropriate, the Medical Advisor disagrees with the member's physician on the medical diagnosis or prognosis of the member, the member shall be referred to an independent medical consultant [as may be agreed by the parties from time to time) whose opinion on the diagnosis or prognosis of the member's condition shall govern unless there is a material change in the member's condition following such examination. Should the opinion of the consultant as to the diagnosis or prognosis of the member be materially different from that of the Medical Advisor, the Board shall pay the consultant's fee. Otherwise, the consultant's fee shall be paid by the member.
- (c) Apart from issues concerning diagnosis of prognosis to be resolved pursuant to clause (b) above, the Medical Advisor shall determine a member's fitness to perform his/her duties provided such determination is not made in bad faith or in an arbitrary manner.
- (d) A referral to an independent medical consultant shall be made in the following manner:

- (i) When the Medical Advisor disagrees with a member's physician under clause 11:11 (b) he/she shall immediately notify the other members of the Medical Committee and a meeting of the Committee shall be convened as soon as is practicable.
 - (ii) At the meeting referred to in paragraph (i) above, the Committee shall discuss the member's situation, agree upon the independent medical consultant to whom the member is to be referred and draft a letter of referral to the independent medical consultant which shall be sent to him/her over the signatures of the Medical Advisor and a representative of the Association.
 - (iii) The letter of referral shall, inter alia, direct the independent medical consultant to send to both signatories of the letter of referral any report or correspondence concerning the member or concerning any matter arising out of the referral.
 - (iv) The Medical Committee shall consist of two representatives of the Association and two representatives of the Board.
- (e) The procedure under clause 11:11 (b) shall not apply to determinations under the Police Services Act or Regulations pursuant thereto.

11:12 A member absent from duty because of disability resulting from other employment not associated with duties as a member of the Service shall not receive benefits under Article 11 for such absence to the extent **these** are received from the W.S.I.B. or other insurance plans at such place of employment.

This clause shall not apply to a disability suffered by members of the Association's Board of Directors when the "other employment" is with the Association.

11:13 Whenever the Board requires a member to furnish a medical report on its prescribed form, the Board will reimburse the member for **up** to \$10.00 of the medical practitioner's charge, **if** any, for providing such form.

ARTICLE 12 -WORKPLACE SAFETY AND INSURANCE

12:01 When a member is absent by reason of an illness or injury occasioned by or as a result of his/her duty and where an award is made by the W.S.I.B:

- (a) He/she shall, in addition to the W.S.I.B. Award(s), receive such further amount **so** as to provide that the total payment to the member shall approximate but not exceed the net pay such member might otherwise have received had he/she not been absent.

(Other W.S.I.B. award(s) for disabilities not related to the current disability or absence will not be considered.)

- (b) He/she shall, if hospitalized or confined to his/her residence prior to the actual date of a statutory holiday, accumulate such statutory holidays in equal lieu time as he/she might otherwise receive. For the purpose of this clause, a member shall be considered "confined to residence" notwithstanding that the member is required to attend an appointment with his/her physician or to attend an appointment for the purpose of rehabilitative therapy.
- (c) For the purpose of this Clause, net pay shall be the pay for the member as shown in Schedule "1" plus vacation pay under clause 10:02, and designated Holiday Pay under Clause 9:01 less those deductions required under Government Statutes, pension contributions, and other deductions under this Agreement.
- (d) No member shall be entitled to draw benefits under clause 12:01(c) while such member is entitled to receive a disability Pension from the Canada Pension Plan.

12:02 A member who, as a result of an injury on duty, is required to remain on duty beyond the end of his/her regular scheduled shift for hospital treatment shall receive lieu time as provided in clause 6:02, or pay calculated at the rate of 1 1/2 times the member's rate of pay while in hospital, but in no event shall such payment exceed three hours' pay or time off in lieu thereof at the time and one-half rate, nor shall such period of extra pay extend beyond midnight of the day on which the member is injured.

12:03 A member who is injured on duty in circumstances where no action for such injuries would lie against a third person and who is unable to work as a result of such injury, shall, while he/she is off work as aforesaid be paid his/her regular day work rate to the extent of his/her available sick pay credits, until such time as a ruling has been made by the W.S.I.B. upon his/her claim and the member has exhausted all internal W.S.I.B. appeals (but not W.S.I.A.T. appeals), provided that if and when the W.S.I.B. rules in favour of his/her claim the sick pay credits so used shall be restored.

12:04 Where a member who is injured in circumstances in which he/she might be entitled to compensation under the W.S.I. Act (assuming timely and proper application is made) elects instead to claim against a third party he/she shall, as a condition of receiving sick pay benefits, undertake in writing to reimburse the Treasurer of the City of Toronto out of the proceeds of any settlement or judgment upon such claim, the amount of money equivalent to the value of such sick pay

benefits and upon his/her return having made such reimbursement his/her accumulated sick pay credits shall be restored accordingly.

ARTICLE 13 - SICK PAY GRATUITY

13:01 In this Article the words "termination of employment" shall mean separation from employment with the Service by retirement on account of age, disability or by resignation, except where such resignation has been requested as an alternative to dismissal.

13:02 Upon termination with the Service:

- (a) there shall be paid to every member who has been in the employment of the Board for a period of at least 20,880 regular hours of service; and
- (b) there shall be paid to the estate of a member who dies while in the employment of the Board, having completed at least 20,880 regular hours of service

the whole or part of such amount as is equal to one-half the accumulated sick pay credits of the member, but in no case shall such amount exceed the aggregate amount of the salary or other remuneration of a similar full-time member for the period set forth in Column 2 of the schedule contained herein, corresponding to the service requirements set forth in Column 1 thereof. The following is the schedule hereinbefore mentioned:

COLUMN 1 - SERVICE REQUIREMENT **COLUMN 2 - PERIOD**

At least 20,880 regular hours and less than 31,320 hours	Three calendar months
At least 31,320 regular hours and less than 41,760 hours	Four calendar months
At least 41,760 regular hours and less than 52,200 hours	Five calendar months
At least 52,200 regular hours and less than 62,640 hours	Six calendar months
At least 62,640 regular hours and less than 67,860 hours	Seven calendar months
At least 67,860 regular hours and less than 73,080 hours	Eight calendar months
At least 73,080 regular hours	Nine calendar months

- 13:03 For the purpose of meeting the service requirements set out in the above schedule, the following shall be included:
- (a) All regular hours worked with the Service from the most recent date of hire, but shall not include any period of service with the Board for which the member was paid sick pay gratuities.
 - (b) All time lost on account of absence by reason of illness here the member was paid for such absence or was considered as being on sick leave without pay.
 - (c) All time lost on account of absence by reason of Pregnancy Leave without pay for a period of 17 weeks or Parental Leave without pay for a period not to exceed 18 weeks.
- 13:04 In the event of the death of a member, the amount payable under this section shall be paid to the member's estate.
- 13:05 In no case shall an award made by the W.S.I.B. be deducted from any sick pay gratuity payment to the member or his/her dependents.

ARTICLE 14 - WELFARE AND GROUPLIFE INSURANCE

- 14:01 Every member shall be entitled to elect the benefits of this Article 14 save and except for LTD coverage which shall be mandatory; and
- (a) be effective from the first of the month next following the month in which 1044 hours of unbroken service have been completed; and
 - (b) remain in effect until the end of the month in which employment terminates in the case of Supplementary Hospital coverage, and until the end of the month next following the end of the month in which a member's employment terminates in all other cases; and
 - (c) upon payment by the member of the balance of the costs of such coverage if any after taking into account the employer's payment as specified in Clause 14:11 hereof. Such payment shall be made by Board deduction from the member's pay.
- 14:02 Such election shall be made by the member notifying the Board in writing prior to the completion of the member's probationary period as to the benefit coverage the member wishes to elect. Coverage will commence as provided in Clause 14:12.

- 14:03 (a) The Board shall contract with an insurance carrier for the purpose of supplementing government insured services by providing accommodation at the semi-private ward level.
- (b) A member, at his/her option, may be covered by the provisions of this Article during the first 1044 hours of employment provided such member pays the required premium.
- 14:04 The Board shall continue to contract with an insurance carrier to provide a comprehensive medical insurance plan with a \$10.00/\$20.00 deductible provision.
- 14:05 (a) The Board shall provide to every member by contract with an Insurer licensed under the Insurance Act of Ontario, and selected by the Board, group life insurance in an amount equal to 4176 times the member's basic hourly rate, in effect at time of death, such amount of insurance to be rounded to the nearest \$1,000.00.
- (b) The Board shall provide to every member the normal provisions relating to coverage for accidental death and dismemberment, the amount of coverage to be as provided under (a) above.
- 14:06 The Board shall continue to contract with an insurance carrier to provide a dental plan providing for the payment of benefits as set out in a dental plan agreement signed by the parties. The plan shall provide for the dental procedures to be paid in accordance with the Ontario Fee Guide for Dental Practitioners in effect at the time the service is rendered.
- 14:07 (a) The Board shall through an insurer authorized to carry on business in the Province of Ontario, continue a Long Term Disability Plan for members. Such Long Term Disability Benefits of 75% of basic salary to a maximum of \$2,000.00 per month. The maximum benefit is inclusive of any benefits paid under any pension plan, insurance plan, W.S.I.B., or any other plan to which the Board makes any contributions, such Long Term Disability Benefit to be payable after 6 continuous months (excluding lay-off) absence from scheduled work on account of illness or injury; provided that no member shall be eligible for Long Term Disability plan payments so long as he/she is in receipt of Sick Pay Benefits from the Service. Coverage will not apply in respect of disabilities arising during a period of lay-off.
- (b) Premiums will be based on the earnings of the member in the eight (8) pay periods as set out in Clause 14:12(b).
- (c) Offsets to Long Term Disability benefits in effect at the time the Long Term Disability payment commenced shall remain constant.

- (d) The plan shall be mandatory for every eligible member.
- (e) During a period of benefit payment under the Long Term Disability Plan, the Board will continue to provide benefit coverage for a member who has selected coverage under Clause 14:02 for coverages provided in Clauses 14:03, 14:04 and 14:06 provided the member pays the pro-rata portion of the premium in effect at the onset of disability.
- (f) For the purposes of clause (a), above, "basic salary" shall be determined with reference to the average bi-weekly pay received by the member during the 8 complete pay periods during which he/she worked prior to the onset of disability.

14:08 The insurance policies for coverage provided in clauses 14:03, 14:04 and 14:06 will provide for "over-age" dependent insurance. An "over-age dependent" is defined as follows:

An unmarried child of a member, twenty-one years of age or over, who is a full-time student attending an educational institution or on vacation therefrom and who is dependent for support on such member, excluding always:

- (a) any person who is otherwise covered for benefits under the Policies, and
- (b) any person whose evidence of insurability furnished in accordance with the provisions of the Policy is not accepted as satisfactory to the Insurance Company.

An over-age dependent shall become eligible to be insured on the attainment of twenty-one years of age, or on the date of enrolment as a student at an educational institution, if such application is not made for Over-Age Dependent Insurance within 31 days of the date of becoming eligible, evidence of insurability satisfactory to the Insurance Company will be required.

14:09 The Board may, at any time, substitute another carrier for any benefits in this Article, provided that the benefits afforded thereby are not decreased and there is no increase in premium cost to a member. Such substitution will not occur on less than sixty days notice to the Association.

14:10 The Board shall pay the pro rata portion of the premium in effect at the start of the leave and be responsible for maintenance of insurance coverage elected by the member provided in this Article for the first seventeen (17) consecutive weeks, during which the member is absent without pay as a result of Pregnancy Leave or Parental Leave as provided under Clauses 18:06(a)(i) and 18:06(c)(i).

- 14:11 (a) Notwithstanding the foregoing, the Board shall pay a pro-rata portion of the premiums as per the following schedule and the balance if any to be paid by the member on the first pay in each month.
- 0-127 hours worked during the preceding 8 pay periods, 0 percent of the premiums;
- 128-191 hours worked during the preceding 8 pay periods, 20 percent of the premiums;
- 192-255 hours worked during the preceding 8 pay periods, 40 percent of the premiums;
- 256-383 hours worked during the preceding 8 pay periods, 50 percent of the premiums;
- 384-511 hours of worked during the preceding 8 pay periods, 75 percent of the premiums;
- 512 or more hours worked during the 8 pay periods, 100 percent of the premiums.
- (b) In the case of members being recalled following a lay-off under Clause 20:01, the amount of the premium to be paid by the Board shall be determined with reference to the 8 pay periods immediately preceding the lay-off.
- 14:12 (a) For the purpose of this Article in any or all of the plans, there shall be three (3) "open" periods per year preceding the months of February, June and October of each year to determine the pro-rata portion of the premiums to be paid by members and the Board.
- (b) Prior to the beginning of each open period, each member will receive a summary of the hours they have worked in the eight (8) pay periods prior to the months of January, May and September to determine the pro-rata portion as provided in Clause 14:11.
- (c) If the member elects to participate coverage shall commence the first day of the month of next following the month in which probation was completed and payroll deductions shall be made on the first day in that month. A member who is not in receipt of pay during a period must make direct payment to the Board to ensure continued coverage.
- (d) A member cannot terminate his/her participation or subsequently elect to participate in any or all of the plans once they have elected to participate. If a member elects not to participate in the plan when eligible, he/she will

be disqualified for one year. An exception will be made in the case of a member who becomes covered because his/her spouse is currently a member of the Service or who ceases to be covered by the Service's plans due to a change in the spousal relationships or in the spouse's employment by the Service.

- 14:13 A member, who was a member of the Uniform, Units "A", "B" or "C" agreements and in receipt of Medi-Pak benefits under the provision of one of these agreements, will not be disqualified from receipt of such benefits because of employment under the Unit "D" agreement but will be eligible to apply for Life Insurance, Accidental Death and Dismemberment and L.T.D. benefits under this agreement.
- 14:14 The Board shall maintain insurance coverages in accordance with this Article and the provisions of the *Employment Standards Act, 2000* for members on Pregnancy or Parental Leave provided the member has completed his/her probation period.

ARTICLE 15 - PENSIONS AND RETIREMENT

- 15:01 The Ontario Municipal Employees Retirement System ("OMERS") Plan created by the Ontario Municipal Employees Retirement System Act, as amended from time to time, and the Regulations thereunder, as amended from time to time, shall apply to all members covered by this agreement save and except those members receiving pensions from OMERS and those permanent members enrolled in the Toronto Pension Plan By-law 15-92 who transferred to part time member shall be excluded from the operation of this clause 15:01.
- 15:02 In the event that the Toronto Police Benefit Fund (By-law 181-81) [the "PBF"] and/or the Toronto Pension Plan (By-law 15-92) [the "TPP"] become part of OMERS, members covered by this agreement receiving pensions from the PBF or the TPP may elect to cease to participate in OMERS under clause 15:01 if continued participation would disentitle them from receiving pension payments under the OMERS Plan.
- 15:03 Every member shall be retired upon attaining the age of seventy years, such retirement to be effective on the last day of the month in which the seventieth birthday of such member occurs.
- 15:04 The Board has placed One Hundred Thousand Dollars in a fund to be administered by the Trustees of the Toronto Police Benefit Fund as set out in the Memorandum of Understanding dated May 12, 1977.

The Trustees will continue to determine the rules and regulations of the Fund, but the objectives will be to provide a supplement to existing governmental payments (C.P.P., W.S.I.B.) and pension plan payments (O.M.E.R.S., Toronto Police Benefit Fund, Toronto Pension Plan) due to such dependents on the member's

death, so that the disposable after tax income of the surviving dependents will be approximately one hundred per cent of the disposable after tax income of the deceased member, based on the salary for the deceased member at the time the payments are made. The trustees will continue to have the right to adjust the amount depending on the circumstances of the individual case from time to time. The adequacy of the Fund will be reviewed from time to time.

- 15:05 (a) Coverage under this Article is available for that coverage which the member enjoyed under the insurance plans immediately prior to retirement and shall only be furnished provided:
- (i) such coverage is not provided at the retired member's or retired member's spouse's place of employment. Upon termination of a period of ineligibility resulting from the fact that some or all of the coverage has been provided at the retired member's or retired member's spouse's place of employment the retired member may apply or re-apply for all or the remainder of the benefits under this clause 15:05, to which he/she is entitled;
 - (ii) these benefits do not apply to dependents other than spouse and an invalid dependent child of the member (as defined in the applicable insurance contract) and provided that the member (or spouse) remains covered under the terms of this clause and such benefits are not available to the invalid dependent child from another source without cost to the member;
 - (iii) the Board pays the same share of the premium as it did at the time the member retired;
 - (iv) premium payments cease when the member attains age 65. If the retired member dies or receives such benefits (i.e., has coverage hereunder) until age 65 and dies thereafter, his/her surviving spouse will be eligible for such coverage until the earlier of such surviving spouse attaining age 65 or the coverage to the member and surviving spouse has continued for a total of 120 months;
 - (v) the retired member (or surviving spouse) resides in Canada but, if resident outside Ontario, the member or dependent shall be entitled to the insured benefits only to the extent that equivalent benefits are not available to the member or surviving spouse under the provincial/territorial medicare plan in the province/territory in which the member or his/her surviving spouse resides (this requirement shall be waived with respect to the \$5,000 paid up life insurance policy described in the clauses (b)(i), (c)(i); and

- (vi) ninety (90) days prior to the commencement of the coverage the member must make written application to the Board for this coverage.
- (b) For members who retire under the OMERS Plan 90 factor early retirement provision or under the MTPP 85 factor minimum age 55 retirement provision
- (i) notwithstanding clause 15:05(a), the member (but not his spouse or any other dependent) will be provided by the Board with a \$5,000 paid up life insurance policy (any existing life insurance provided by the Board and continued after retirement shall be reduced by such \$5,000); and
 - (ii) the Board shall provide semi-private hospitalization insurance (clause 14:03), comprehensive medical insurance (clause 14:04) and dental insurance (clause 14:06).
- (c) For those members whose combination of years of age and years of credited service is not less than a total of 85 and who qualify for early retirement and an unreduced pension under the Metro Toronto Pension Plan or OMERS shall be provided, until the member reaches 65 years of age but in no event for a period in excess of 180 months, with
- (i) a \$5,000.00 paid up life insurance policy (any existing life insurance provided by the Board and continued after retirement shall be reduced by such \$5,000.00), and
 - (ii) the Board shall pay 100% of the cost of premiums for comprehensive medical insurance (clause 14:04),
 - (iii) the Board shall pay 100% of the cost of premiums for semi-private hospital insurance (clause 14:03) and dental insurance (clause 14:06).
- (d) **A** member retiring on or after January 1, 2000 on an unreduced pension (including a disability pension in which case there is no minimum age and/or service restriction) shall be provided with the following benefits until he/she reaches age 65:
- (i) the Board will pay 100% of the cost of premiums for comprehensive medical insurance (clause 14:04), dental insurance (clause 14:06); and semi-private hospital insurance (clause 14:03); and

- (ii) the Board will provide the member with a \$5,000 paid-up life insurance policy (any existing life insurance provided by the Board and continued after retirement shall be reduced by such \$5,000).

[NOTE Notwithstanding sub-paragraph 15:05(a)(ii), benefits under this paragraph 15:05(d) shall apply to the member's spouse, to the member's invalid dependent child(ren) and to the member's child(ren) under the age of 21.]

- (e) In addition to the medi-pack benefits above, for retired members or their surviving spouses who are otherwise entitled to medi-pack under clause 8:04(a) and who reside outside Ontario but elsewhere in Canada (or who, having retired in Ontario, subsequently move their residence outside Ontario but elsewhere in Canada), the member or his/her surviving spouse shall be reimbursed by the Board for the premium cost, if any, paid by him/her to obtain provincial/territorial medicare coverage but the amount of such reimbursement shall not exceed \$60.00 per month.

ARTICLE 16 - APPOINTMENTS, PROMOTIONS AND DEMOTIONS

- 16:01 (a) Whenever a vacancy occurs under the Unit "A", "B" or "C" Collective Agreements, a part-time member who has completed his/her probationary period may apply for the position.
- (b) **If** no suitable applicant is found the Board may fill the vacancy with a part-time member as the need maybe, who has not completed his/her probationary period. If this occurs, the number of hours worked as a part-time member shall count towards the duration of the full-time probationary period on the basis that 174 regular hours worked equals one calendar month. Lessor or greater amounts of part-time regular hours shall be prorated accordingly.
- 16:02 In addition to any statutory requirements the selection shall be made on the basis of skill, ability and efficiency from among the applicants and where such factors are relatively equal, seniority shall govern.
- 16:03 The Board shall notify every such applicant of acceptance or non-acceptance,
- 16:04 The Board shall forward to the Association notice of every appointment or promotion affecting any member covered by this Collective Agreement.

ARTICLE 17 - GRIEVANCE PROCEDURE

- 17:01 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Collective Agreement, including any question as to whether a matter is arbitrable, will be dealt with in the following manner:
- (a) STEP 1
- An aggrieved member, accompanied and represented by an Association Steward or Director, may present his/her grievance, in writing, to his/her Unit Commander or designate and the grievance shall be discussed with a view to reaching a settlement. The Unit Commander shall render a written decision within five working days of the discussion. Any settlement of the grievance reached at this Step will be considered applicable to the case in question only and will not establish a precedent for future cases.
- (b) STEP 2
- Failing satisfactory settlement at Step 1, the Association may, within twenty working days, submit the grievance to the Manager of Labour Relations for further discussion with a view to reaching a settlement. To facilitate settlement, a meeting shall be held at which the Board may be represented by such persons as the Board deems necessary and at which the Association may be represented by such persons as the Association deems necessary. The Manager of Labour Relations or his designate, shall render a written decision within seven working days of the Step 2 meeting.
- 17:02 Any grievance involving the discharge or suspension of a member shall commence at Step 2.
- 17:03 Either party to this agreement may lodge a grievance in writing with the other party on any difference between the parties concerning an interpretation, application or administration of the Collective Agreement, including any question as to whether a matter is arbitrable and such grievance shall commence at Step 2.
- 17:04 A grievance is to be commenced within 25 working days of the incident which gave rise to the grievance, unless the grievor, Association or Board is unaware that grounds exist for a grievance, in which case, the grievance is to be commenced within 25 working days of the time at which the grievor, Association or Board became aware that grounds for a grievance existed.

- 17:05 (a) Failing satisfactory settlement at Step 2 of the Grievance Procedure either party, within ten working days, may refer the grievance to conciliation pursuant to the provisions of s. 123 of the Police Services Act.
- (b) Failing satisfactory settlement at conciliation, either party, within 90 calendar days following the date of the letter from the Solicitor General under s. 123(4) of the Police Services Act, may refer the grievance to arbitration under s. 124 of the Police Services Act.
- 17:06 For the purposes of this Article, "working days" shall mean Monday to Friday, exclusive of statutory holidays falling on or designated to be taken on any one of the days from Monday to Friday, inclusive.
- 17:07 An arbitrator may extend the time for the taking of any step in the grievance procedure under a Collective Agreement, notwithstanding the expiration of such time, where the arbitrator is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.
- 17:08 (a) A member shall be notified of any disciplinary action taken against the member by way of documentation (currently TPS 931) and has the right to respond thereto in writing within ten working days.
- (b) If the issuance of the derogatory TPS 931 is being considered and the member is requested to respond to a unit commander or his/her designate, the member shall have the opportunity to have the Divisional Steward or Association representative present at such a meeting and, where practicable, without cost or loss of service to the Board. Representatives of the Board and the Association shall arrange for such meetings with the minimum disruption of police duties by the utilization of available personnel within the Unit or a full-time Association representative.
- (c) A copy of the Personnel Documentation Form TPS 931 will be given to the member when the documentation is made and, in accordance with the provision on the Form, derogatory reports will be purged after two years, unless further derogatory reports are received, in which case the report will stay in file until two full years have passed without further derogatory reports.
- 17:09 Where an arbitrator appointed pursuant to Article 17 to hear a grievance involving discharge or suspension, lodged at Step 2 in accordance with this Article, determines that a member has been discharged or otherwise suspended by the Board for cause, the arbitrator may substitute such other penalty for the discharge or suspension as to the arbitrator seems **just** and reasonable in all the circumstances.

ARTICLE 18 - LEAVE OF ABSENCE

- 18:01 (a) Elected members of the Board of Directors of the Association shall, on at least two weeks written notice, be granted leave of absence from their duties for their term of office. During the tenure of their leaves of absence, such members shall be paid by the Association and shall not be paid by the Board. The Association shall be responsible for all source deductions and remittance in respect of such members except as set out herein. The Board shall continue to provide welfare and group insurance benefits in respect to such members as though they had not been granted the leave of absence. The Association shall remit required pension contributions (member and employer) on a monthly basis to the Board which shall promptly remit same to the applicable pension plans, provided, however, that the Board shall be fully indemnified by the Association in respect of any loss or expense incurred by the Board as a result of the Association's calculation of the required pension contributions or the Association's failure to remit the correct amounts in a timely fashion to the Board. The Association will reimburse the Board the full cost of non-pension benefits provided by the Board during such leave of absence for such members. No more than nine members of the Service may be on leave of absence at any one time.
- (b) The Association agrees to release the Board and the Chief of Police from any and all liability with respect to any acts performed by, or omission of, a member in the performance of his/her duties on behalf of the Association during such leave of absence.
- (c) Upon completion of an elected Director's term of office, the member, on at least 2 weeks' written notice, shall be returned to the first vacancy which he/she is qualified to perform in the member's former position or in a comparable position, but if no such vacancy is available, to such other vacancy in a position as determined by the Employer as being suitable. If the member is returned to a lower pay class than formerly held, the Board shall maintain the pay of his/her former position, provided that, notwithstanding other provisions in this Agreement the Board may at any time transfer or promote such member to a vacancy in his/her former or higher pay class.
- 18:02 Subject to the requirements of the Service which cannot be foreseen or planned in advance, the Board shall allow the Directors and/or Stewards of the Association sufficient time off duty, without pay, to attend local, Provincial, National or International Police Association meetings or other authorized Association business. Such time off shall only be granted with the permission of the Chief of Police upon written request by the President of the Association.

18:03 Subject to the requirements of the Service, a Unit Commander shall permit a member holding the position of Steward in the Association lieu time off on a tour of duty to attend an Association meeting.

18:04 (a) On request to the Unit Commander, leave of absence shall be granted to a member because of the death and attendance at the funeral of his/her:

- (i) father/ mother/ son / daughter/ brother/ sister/ spouse/
grandparent/ grandchild.

Time **so** lost, during the four calendar days immediately following such death, from the member's regular schedule shall be compensated at the member's regular rate of pay up to a maximum of four days (32 hours for 40 hour workers, 28 hours for 35 hour workers).

- (ii) father-in-law/mother-in-law/son-in-law/daughter-in-law/brother-in-law/sister-in-law/ **of** the member.

Time **so lost**, during the **three** calendar days immediately following such death, from the member's regular schedule shall be compensated at the member's regular rate of pay up to a maximum of three days (24 hours for 40 hour workers, 21 hours for 35 hour workers).

- (b) Days off are not to be altered to form part of the three days mentioned above.
- (c) For the purpose of this Clause a member who is a step-parent, step-child or step-sibling of a deceased will be considered for such leave where it is established that there is a continuing close personal relationship.
- (d) In lieu of the above, in the case of the death of a member's father, mother, child, spouse, brother, sister, mother-in-law or father-in-law, should the member be unable to attend the funeral because of the distance to be travelled or other just cause, such member on request to his/her Unit Commander shall be granted one day off with pay for the purpose of mourning the death.
- (e) Where a member was not brought up by his natural or adoptive parents or step-parents but was brought up by one or two other adults, a member will be considered for leave under this clause in the event of death of such adult where it is established there is a continuing close relationship.

- (f) In this Article, the word 'spouse' shall mean the person designated by the member, in accordance with the contract with the insurer as his/her spouse for purposes of health care benefits. Similarly, for the purposes of this Article, in-law relationships are to be founded upon spousal relationships as defined in this paragraph.
- (g) Where the member is attending the funeral but does not wish to commence his or her bereavement leave on the calendar day immediately following the death due to the exigencies of the Service, at the request of the member (with Unit Commander approval), the member may remain on duty and commence bereavement leave at a later date, provided that the bereavement leave is completed not more than ten (10) calendar days after the date of the death, and the member receives no greater bereavement leave entitlement than he /she would have been entitled to, had the leave commenced on the calendar day immediately following the day of death.
- 18:05 (a) A member, on application of his/her Unit Commander, shall be granted up to three days leave of absence with full pay for the purpose of getting married. The three days leave of absence will represent the day before, the day of and the day after the marriage ceremony. If such leave of absence includes his/her regular days off (which days off shall not be altered) these days will form part of the leave of absence.
- (b) A member whose annual leave coincides with his/her marriage shall not be entitled to more than one day's leave under this provision.
- 18:06 (a) (i) Pregnancy Leave without pay shall be in accordance with ~~Part XI~~ of the Employment Standards Act of Ontario, except that a member commencing such leave who is in receipt of E.I. pregnancy benefits pursuant to s.22 of the Employment Insurance Act shall be paid a supplemental unemployment benefit in an amount which with her E.I. pregnancy benefit brings her compensation to 80% of her regular weekly earnings. Such payment shall commence following completion of the 2 week employment insurance waiting period and shall continue while the employee is absent on Pregnancy Leave and is in receipt of such E.I. benefit for a maximum period of 15 weeks. In respect of the two (2) week waiting period the member shall be paid 80% of her regular weekly earnings.
- (ii) Pregnancy Leave, for any member **who** does not qualify under Part XI of the said Act, shall be at the discretion of the Chief of Police, as shall any requested extension thereof.

- (iii) Seniority shall continue to accrue during the 17 weeks of Pregnancy Leave.
 - (iv) Except **as** specifically provided, Pregnancy Leave shall be at no cost to the Board.
 - (v) A member's anniversary date, for an increment or for vacation entitlement, shall not be affected as a result of any Pregnancy Leave.
 - (vi) A member may buy credited service in the OMERS Pension Plan for the period of a Pregnancy or Parental Leave if he or she makes the normal employee contribution in respect of the period by the end of the year following the year in which the leave ended. Where a member makes the election and purchase in a timely fashion, the employer will make its normal share of contributions in respect of the period purchased as credited service.
- (b) Pregnancy Leave granted under Clause 18:06 (a) (i) above shall not result in any reduction in annual leave entitlement.
- (c) (i) Parental Leave without pay shall be in accordance with Part **XI** of the Employment Standards Act of Ontario, except that, effective January 1, 2007, a member commencing such leave who is in receipt of E.I. parental benefits pursuant to the Employment Insurance Act shall be paid a supplemental unemployment insurance benefit in an amount which with her E.I. parental benefit brings her compensation to 75% of her regular weekly earnings. Such payment shall commence following completion of the 2 week employment insurance waiting period, if any, and shall continue for a maximum period of 10 weeks while the employee is absent on Parental Leave and is in receipt of E.I. benefits.
- (ii) A member's anniversary date, for an increment or vacation entitlement, shall not be affected as a result of any Parental Leave granted pursuant to this paragraph, nor shall such a Parental Leave result in any reduction in annual leave entitlement.
 - (iii) Seniority shall continue to accrue during a Parental Leave granted pursuant to this paragraph.
 - (iii) Except as specifically provided, Parental Leave shall be at no cost to the Board.

- (d) For purposes of this clause, "regular weekly earnings" shall be determined by multiplying a member's regular hourly rate on the last day worked prior to the commencement of the leave times her/his normal weekly hours. For the purposes of the Pregnancy and Parental Leave top-ups, regular weekly earnings shall be based on the member's permanent rank or position but will be based on acting rank or position provided the member has been in the acting rank or position for a period of one year or more.

18:07 Every member who is called to serve as a juror or is subpoenaed as a witness in a legal proceeding:

- (a) shall be granted leave of absence for such purpose provided that upon completion of his/her jury or witness service such member shall present to his/her Unit Commander a satisfactory certificate showing the period of such service;
- (b) shall be paid his/her full salary or wage for the period of such jury or witness service, provided that he/she shall pay to the Treasurer of City of Toronto the full amount of compensation received ~~for~~ such service and obtain an official receipt therefore, it being understood that the full amount does not include monies received on days other than his/her regularly scheduled work day with the Service or any monies received for meal allowance or travelling allowance; and
- (c) shall, upon being released from ~~jury~~ or witness service in the forenoon of any day, immediately telephone his/her Unit ~~for~~ instructions respecting his/her return to work and shall, upon receiving such instructions, comply with the same.

- 18:08 (a) Subject to the requirements of the Service, a member shall be allowed a leave of absence without pay for a period not to exceed thirty working days for compassionate reasons acceptable to the Director of Human Resources. **If**, while on such leave of absence, the member engages in or applies for other employment without the consent of the Chief of Police, or if a member on such leave fails to report for work without lawful reason at the beginning of his/her regular tour of duty after the termination of such leave, such member shall be considered as having quit without notice and shall be terminated from employment.
- (b) Subject to the provisions **for** Family Medical Leave under s. 49.1 of the *Employment Standards Act, 2000*, members shall be entitled to up to 8 weeks' leave.

- 18:09 (a) Subject to the requirements of the Service, a member shall be allowed a leave of absence for a period not to exceed two (2) calendar weeks for military training with the Canadian Armed Forces Reserve. The leave of absence shall be without pay but the member may elect to use accumulated lieu time for all or a part of the duration of the leave of absence.
- (b) When, at the time of making hisher vacation selection, a member is aware of the dates of hisher military training, he/she shall submit a written request for such leave to his/her Unit Commander when making hisher vacation selection. In all other cases, a member shall submit a written request for such leave to hisher Unit Commander no later than four (4) months prior to the commencement of the military training.
- (c) All written requests for military leave shall indicate whether or not the member wishes to use accumulated lieu time for all or a part of the leave of absence and shall be accompanied by written substantiation of the military training exercise from the appropriate Armed Forces personnel.
- 18:10 For the purpose of Article 18, a day is the total number of regular hours worked in the previous 8 pay periods divided by 80.

ARTICLE 19 - TRANSPORTATION

- 19:01 Whenever a member is required to use the public transportation system in the course of hisher duties, such member shall be provided with tickets for that purpose.
- 19:02 A member who is requested to use hisher car in the performance of police duty and who agrees to do so, shall be paid 30 cents per kilometer for all distance travelled in the performance of such duties.
- 19:03 Members travelling to and/or from the Ontario Police College at Aylmer during off-duty hours will receive a four hour lieu time credit for each course; members travelling to and/or from the College at Ottawa during off duty hours will receive an eight hour lieu time credit for each course.

ARTICLE 20 - LAY OFF

- 20:01 (a) (i) Members are to be laid off by assigned projects or work assignments by classification in reverse order of seniority provided the remaining employees are qualified to perform the available work.
- (ii) Subject to sub-paragraph (iii) below, when work becomes available in any classification, the most senior laid-off member who has completed probation will be offered the job provided he/she is qualified to perform the available work. A member offered work under this provision may refuse recall on two occasions. A third offer of available work must be accepted unless there are extenuating circumstances in which case the member may place the matter before the Study Committee established under Article 29 for a decision on whether the member must accept recall, lose recall rights or maintain the right to recall because of extenuating circumstances.
- (iii) A member loses the right to recall EITHER where twenty-four (24) months or a period of time equal to his/her service, whichever is less, has elapsed from the date of his/her last day off OR where the member refuses recall for a third time unless there are extenuating circumstances accepted by the Study Committee, and will be considered as having resigned and his/her services will be terminated.
- (b) When a member is to be recalled a registered letter shall be forwarded to his/her last known address. It is the member's responsibility to inform the Board by registered letter of any or all changes to his/her current postal address.
- (c) Members will not accrue seniority during a period of lay-off.
- 20:02 During the period in which a person is **surplus** to the work requirements of the Board and he/she has been laid-off such person shall not be entitled to the benefits provided under this Agreement, other than the right of recall within the time provided in clause 20:01.
- 20:03 For the purpose of this article, seniority shall be determined with regard to the dates on which members commenced work. In the event that two or more employees commenced work on the same day, seniority shall be determined with regard to the dates on which their applications for employment with the Board were received.

20:04 Members must advise the employer within 5 days of being notified of the recall on whether they are accepting recall or not. If accepting the recall members who fail to report back to work within 10 working days after recall will be considered as having resigned and their services will be terminated.

ARTICLE 21 - TECHNOLOGICAL CHANGE

21:01 It is the policy of the Board to endeavour to place in other positions any permanent service members who may be displaced by technological improvements in the operation of the Service or by the contracting out of any services now performed by the members represented by the Association. Should the Board decide to contract out any work now performed by members coming within the bargaining unit, no such member with at least two years of permanent service with the Service will be laid off or have his/her employment terminated by reason thereof.

ARTICLE 22 - PERSONNEL REGULATIONS

22:01 In the event of any conflict between any personnel regulation and the provisions of this Agreement, this Agreement shall govern.

ARTICLE 23 - PROTECTIVE CLOTHING AND CLEANING VOUCHERS

23:01 Where the Board provides safety equipment, safety clothing or working attire, such safety equipment, safety clothing and working attire shall be worn by the member.

23:02 Members attending court as a result of the performance of their employment duties who do not ordinarily receive cleaning vouchers shall receive two cleaning vouchers for each such attendance to a maximum of three vouchers per week.

ARTICLE 24 - SERVICE PAY

24:01 Each member shall be eligible for Long Service Pay in accordance with the following table:

Upon completion of 10,440 regular hours of service and until the completion of the 20,880 hours	\$137.81 per annum
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Upon completion of 20,880 regular hours of service and until the completion of the 31,320 of service	\$275.63 per annum
Upon completion of 31,320 regular hours of service and until the completion of the 41,760 hours	\$413.44 per annum
Upon completion of 41,760 regular hours of service and until the completion of the 52,200 hours	\$551.25 per annum
Upon completion of 52,200 regular hours of service and until the completion of the 62,640 hours	\$689.06 per annum
Upon completion of 62,640 regular hours of service and until the completion of the 73,080 of hours	\$826.88 per annum
Upon completion of 73,080 regular hours of service and thereafter.	\$964.69 per annum

Service Pay shall become due on November 30th of each year and shall be calculated pro rata from the dates of eligibility to November 30th. On severance or retirement, a member shall be entitled to Long Service Pay that may have been due him/her at the time of such severance or retirement. In the case of death, the Long Service Pay which may have been due to such member at the time of his/her death shall be paid to the member's estate or beneficiary.

ARTICLE 25 - FEMININE GENDER OR PLURAL

25:01 When the singular or masculine is used in this Agreement it shall be considered as if the plural or the feminine had been used wherever the context so requires.

ARTICLE 26 - TRANSFERS

- 26:01 (a) A member of the Service covered by the Uniform "A", "B" or "C" Collective Agreements who transfers to the position of part-time member will continue to have his/her service with the Uniform or Civilian Branch counted on such transfer for the calculation of vacation benefits, sick pay, sick pay gratuity and welfare benefits only. Service shall be calculated on the basis that 1 year of past service equals 2088 hours regardless of whether such past service was as a 35 or 40 hour employee. Greater and lesser amounts of past service shall be calculated proportionately.
- (b) A part-time member who transfers to a position covered by the "Uniform", "A", "B" or "C" Collective Agreements will continue to have hisher service as a part-time member counted on such transfer for the calculation of vacation benefits, sick pay, sick pay gratuities and welfare benefits only. Service shall be calculated on the basis that 2088 regular hours worked as a part-time member equals 1 year of service. Greater and lesser amounts of past service shall be calculated proportionately.
- 26:02 The Board will notify the Association of its intent to permanently assign services previously solely performed by members of this bargaining unit to persons not in the employ of the Board or to persons not covered by any Collective Agreement between the Association and the Board covering the members of the Service, and the Association may within 15 days, request a meeting with representatives of the Board through the Joint Association/Management Committee to discuss implications of any such assignments including any adverse effects on members covered by this agreement.
- In this clause "permanently assign" means an assignment in excess of 90 days.

ARTICLE 27 - LEGAL INDEMNIFICATION

- 27:01 (a) Subject to the other provisions of this Article, a member charged with but not found guilty of a criminal or statutory offence, because of acts done in the attempted performance in good faith of hisher duties as a member of the Service, shall be indemnified for the necessary and reasonable legal costs incurred by the member during the investigation of the incident that resulted in those charges being laid and for the necessary and reasonable legal costs incurred by the member in the defence of such charges.
- (b) Subject to the other provisions of this Article, a member who is not charged with a criminal or statutory offence but who has been the subject of a criminal investigation because of acts done in the attempted performance in good faith of his/her duties as a member of the Service shall be indemnified for the necessary and reasonable legal costs incurred by the member during that investigation unless, arising from or as a result

of such investigation, the member is, after the completion of any grievance and arbitration process that may be initiated, disciplined, in which event the member shall not be eligible for indemnification hereunder.

- (c) Paragraph (b) hereof also applies to members who, although not the subject of a criminal investigation, have incurred legal costs during the initial, on-site investigation by SIU. It is understood that the legal costs of one counsel for each member identified as a subject member will be indemnified and that the legal costs of one counsel collectively for all members identified as witnesses will be indemnified with respect to that SIU investigation.

27:02 Notwithstanding paragraphs 27:01(a), (b) and (c), the Board may refuse payment otherwise authorized under paragraph 27:01(a), (b) or (c) where the actions of the member from which the charges or investigation arose amounted to a gross dereliction of duty or deliberate abuse of his/her powers as a member of the Service.

27:03 When a member is a defendant in a civil action for damages because of acts done during his/her tour of duty in the attempted performance in good faith of his/her duties as a member of the Service he/she shall be indemnified for the necessary and reasonable legal costs incurred in the defense of such an action in the following circumstances only:

- (a) Where neither the Chief of Police nor the Board are/is joined in the action as a party pursuant to section 50(1) of the Police Services Act, and neither the Chief of Police nor the Board defends the action on behalf of himself/herself and of the member as joint tortfeasors at the Board's sole expense.
- (b) Where the Chief of Police and/or the Board are/is joined as a party or elect(s) to defend the action, but the solicitor retained on behalf of the Chief of Police and/or the Board and the member is of the view that it would be improper for him/her to act for both the Chief of Police and/or the Board and the member in that action.
- (c) Where the Board's or the City of Toronto's insurer denies legal representation based upon any exclusion(s) in the applicable insurance contracts.

27:04 A member whose conduct is called into question in the course of an inquiry under the Coroners Act because of acts done in the attempted performance in good faith of his/her duties as a member of the Service shall be indemnified for the necessary and reasonable legal costs incurred in representing his/her interests in any such inquest in the following circumstances only:

- (a) Where the Chief of Police and/or the Board does not provide counsel to represent the member at the inquest at the Board's expense; or
 - (b) Where the counsel provided by the Chief of Police or the Board to represent either or both of them along with the member is of the opinion that it would be improper for him/her to act for both the Chief of Police or the Board and the member in that action.
- 27:05 (a) Where a member intends to apply to the Board for indemnification hereunder, the member shall, within thirty days of being charged or receiving notice of other legal proceedings covered herein, or receiving notice that he/she will not be represented by counsel retained by the Chief of Police and/or the Board, apply in writing to the Chief of Police or to the officer designated by the Chief of Police to deal with such applications for approval to retain counsel and approval of the counsel ~~to be so~~ retained. In the event of any dispute concerning the counsel to be retained, the matter shall be resolved by an officer designated by the Chief and a member of the Association Executive designated for that purpose.
- (b) When a member advises his/her Unit Commander, in accordance with the Regulations of the Service, that he/she has been charged, or has received notice of other proceedings, the Unit Commander will advise the member in writing of the requirement to apply for indemnification within 30 days.
- 27:06 Where the Chief of Police, pursuant to Board policy, elects to provide legal counsel to defend a member in any legal proceeding covered by this provision, the cost of such counsel is the Board's responsibility irrespective of the outcome of the proceedings and neither the member nor the Board may rely upon the other provisions of this policy.
- 27:07 For greater certainty, members shall not be indemnified for legal costs arising from:
- (a) grievances or complaints under the Collective Agreement between the Board and the Association or under the Police Services Act;
 - (b) the actions or omissions of members acting in their capacity as private citizens;
 - (c) discipline charges under the Police Services Act and regulations thereunder.
- 27:08 For the purpose of clause 27:01, a member

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

27:09 For the purpose of this provision, "necessary and reasonable legal costs" **shall** be based on the account rendered by the solicitor performing the work, subject initially to the approval of the City of Toronto Solicitor and, in the case of dispute between the Solicitor doing the work and the City of Toronto Solicitor, taxation on a solicitor and client basis by the taxing officer.

27:10 For the purposes of this Article, a reference to any Act shall be deemed to include any Act that in the future is enacted in place **of** the Act referred to in this Article.

27:11 For the purposes of this Article:

- (a) the necessary and reasonable legal costs incurred by a member for which provision of legal indemnification is made shall be deemed to have been incurred by the member himself/herself notwithstanding that the member may have received financial assistance in respect thereof from the Association; and
- (b) a member shall include a former member where the charges arose out of a situation that occurred while the member was still an active member of the Service.

ARTICLE 28 - BARGAINING - DISPUTE RESOLUTION

- 28:01 (a) The parties agree that the process set out below shall constitute the means by which agreements are hereafter reached under section 118, 119 and 120 of the Police Services Act. The parties further agree not to invoke the conciliation and arbitration procedures provided for under sections 121, 122 and 127 of the Police Services Act.
- (b) Following the giving of notice under section 119 of the Police Services Act, either party may refer outstanding issues to mediation by notice to the other party requesting agreement to a mediator.
- (c) The procedure for appointing the mediator shall be as follows:

- (i) if the parties are unable to agree upon a Mediator within five days from the date of the referral to mediation, the appointment shall be made within a further seven days by a Selector, agreed upon by both parties;
 - (ii) if the parties fail to agree upon a Selector and/or the Selector fails to appoint a mediator within the aforesaid seven days, the parties agree that the Chief Justice of Ontario or, in his absence, the Associate Chief Justice of Ontario, shall be asked to make the appointment upon the application of either party.
- (d) Within seven days after the appointment of the Mediator, each party shall give written notice to the Mediator and to the other party, setting out the matters that the parties have agreed upon for inclusion in an agreement, the outstanding issues, and the positions of the parties with respect to each outstanding issue.
- (e) The Mediator shall meet with the parties and endeavour to effect an agreement on the outstanding issues. The fees and expenses of the Mediator and the Selector shall be borne equally by the parties.
- (f) The discussions and positions taken by the parties during negotiations and mediation shall be without prejudice to the proceedings before and shall not be revealed to the Dispute Resolution Board.
- (g) Failing agreement within thirty-five days following appointment of the Mediator, or such longer period as the parties agree to, or upon the Mediator advising the parties in writing that an impasse exists, whichever occurs first, all outstanding issues may be referred by either party on notice to the other to a Dispute Resolution Board. The Dispute Resolution Board shall be composed of three members, one member selected by each of the parties, and the third member who shall be the chairman.
- (h) The procedure for appointing the Dispute Resolution Board shall be as follows:
 - (i) the party referring the outstanding issues to the Dispute Resolution Board shall, in its notice of referral, advise the other party of the name of its nominee to the Dispute Resolution Board;
 - (ii) the recipient of the notice shall appoint its nominee to the Dispute Resolution Board within five days of being notified by the other party of the name of its nominee;
 - (iii) if a party fails to appoint a nominee, or a nominee is unwilling or unable to act, or if the two nominees fail to agree upon a chairman

within fifteen days from the naming of the nominee referred to in (ii) above, or the chairman is unable or unwilling to act, the appointment of a nominee or a chairman shall be made within seven days by a Selector agreed upon by both parties;

(iv) if the parties fail to agree upon a Selector and/or the Selector fails to appoint a nominee or a chairman within the said seven days, the parties agree that the Chief Justice of Ontario or, in his absence, the Associate Chief Justice of Ontario shall be asked to make the appointment upon the application of either party.

(i) The Mediator shall not be eligible to serve as a member or chairman of the Dispute Resolution Board unless the parties agree.

It is understood that nominees for the parties may include counsel for the parties, but not officers or employees of either party, nor members of the Toronto Police Services Board.

(j) Before preparing an award, the Dispute Resolution Board shall commence a hearing within thirty days after the appointment of the chairman, or such longer period as the parties may agree upon. The Dispute Resolution Board shall determine its own procedure, but shall allow each party an opportunity to present evidence and make representations. The award of the Dispute Resolution Board shall be issued to the parties within sixty days after commencement of the proceedings before the Board.

(k) The decision of the majority of the Dispute Resolution Board shall be the decision of the Board. In the absence of a majority, the decision of the chairman shall be the decision of the Board. The fees and expenses of the chairman of the Dispute Resolution Board shall be borne equally by the parties.

(l) Within seven days following an award hereunder, the parties shall incorporate the matters agreed upon and the terms of the award in an agreement, failing which the existing agreement, as amended by the matters agreed upon and the terms of the award, shall be deemed to constitute the agreement between the parties. The said agreement shall constitute the agreement of the parties for the purposes of section 119 of the Police Services Act.

(m) An agreement or award hereunder shall be for a term of one year from the date on which the existing agreement expires, unless the parties otherwise agree.

(n) For greater clarity, "days", as used herein, means calendar days.

ARTICLE 29 - STUDY COMMITTEE

29:01 A Study Committee comprised of two representatives of the Association and two representatives of the Board will monitor this Agreement, consider problems which may arise and make recommendations to the Parties.

Executed at Toronto this 7th day of December, 2005.

**TORONTO POLICE
ASSOCIATION**

**TORONTO POLICE SERVICES
BOARD**

“Dave Wilson” _____

“Alok Mukherjee” _____

“Al Olsen” _____

“Pam McConnell” _____

“Larry Molyneaux” _____

“David Miller” _____

“Tom Froude” _____

“John Filion” _____

“Hugh Locke” _____

“Hamlin Grange” _____

“Judi Cohen” _____

MEMORANDA OF UNDERSTANDING MADE THIS 7th DAY OF DECEMBER, 2005 BETWEEN THE TORONTO POLICE SERVICES BOARD AND THE TORONTO POLICE ASSOCIATION CONCERNING MEMBERS COVERED BY UNIT "E" COLLECTIVE AGREEMENT.

1. ASSOCIATION/BOARD COMMITTEE

To resolve any problem or differences, including any alleged change in established working conditions not covered by the Collective Agreement, other than matters in negotiations or before standing committees which may arise and to consider and make suggestions or recommendations for their solution to the respective Parties, the Parties shall establish a joint committee comprised of two appointees representing the Association, at least one of whom shall be a seconded member, and two representing the Board, at least one of whom shall be a member of the Board, to meet to discuss matters of mutual concern. Seven days prior to such meeting the representatives of the Board and the Association shall advise each other in writing of the matters which they wish to place on the agenda for discussion. Time spent by appointees in attendance at such meetings shall not result in **loss** of regular pay.

The Board will give the Association 30 days' notice **of** any changes the Board intends to make to working conditions, where the Board **is** aware of such conditions.

2. DISPUTE RESOLUTION

For the purposes of the Dispute Resolution Process and in particular paragraphs (c) and (h) of Clause 28:02, the Selector shall be Owen B. Shime, Q.C., who shall continue until the parties agree to his replacement, or he declines, or is unable to act.

3. ASSOCIATION REPRESENTATION

The Board has no objection to an Association Representative on full-time leave of absence under Clause 18:01 from entering Service premises in connection with his duties as an Association Representative provided the Association Representative obtains permission from the appropriate Unit Commander or Designate before entering Service premises and will similarly report when leaving. Such permission shall not be withheld unreasonably. It is understood the visits may either be pre-planned or spur of the moment. In the former case permission should be arranged in advance. Such Representative may meet with the member during lunch hours or break periods at a location designated by the Unit Commander or his Designee. The Association and the Board shall cooperate with each other in ensuring that these visits do not adversely affect **the** Department's operations.

4. **OMERS SUPPLEMENTAL OPTIONAL SERVICE**

On the condition that “past service” can be treated as “credited service” under the OMERS and that there is no cost whatsoever to the Board or Municipality in the member purchasing such past service, the Board agrees to endeavour to obtain from OMERS as soon as possible for members applying pursuant to the procedures and time limits established by OMERS and/or the Board, OMERS supplemental Optional Service coverage for a member’s past service. Past Service means “optional service” as defined in the OMERS Act including “war service” as also defined in the Act.

5. **INSURED BENEFITS**

The benefit levels for Semi-private, Comprehensive Medical and Dental shall be the same for part-time members as for full time Civilian members.

6. **LEAVE OF ABSENCE P.A.O.**

The Board shall provide for a leave of absence with pay for a total of 10 duly elected delegates from the Association to attend the Annual Conference of the Police Association of Ontario (10 delegates in total under all Collective Agreements).

7. **BENEFITS - SURVIVING SPOUSE/DEPENDENTS**

The parties agree that participation in Service Benefits Plans (Semi-private, Dental and Major Medical) shall be available for surviving spouses and dependants as follows:

- a) If a member is killed in the performance of the member’s duty, the member’s surviving spouse, common law spouse, or surviving same sex partner (“the survivor”) shall be entitled to Semi-private, Dental and Major Medical coverage until the survivor reaches the age of 65. The member’s dependants shall be entitled to benefits until they reach the age of 21, unless they qualify for coverage as “over-age dependants.”
- b) If a member dies of natural causes/non-work-related accident, the survivor shall be eligible for the above noted benefits for one year from the date of such death, unless the member’s dependants have not yet reached the age of 21 years, in which case the survivor shall be eligible for the above noted benefits for so long as the dependants remain eligible.
- c) To the extent that the survivor or the dependants become entitled to benefits from any other source (“the other benefit plan”), the survivor shall submit his/her claim to the other benefit plan first and then, if necessary,

make a claim under the Service plan for any outstanding claims. The obligation of the Service shall be to provide benefits such that ~~the~~ entitlement of the survivor and the dependants is not less than it would have been under the Service Plan in respect of all benefits covered by the Service Plan. For clarity, the Service remains fully responsible where the survivor or dependants have no coverage under another benefit plan.

8. PAY EQUITY

Whereas the parties have agreed to the posting of the Pay Equity Plans for bargaining units "A", "B", "C" and "D";

Whereas the parties agreed to establish a new Collective Bargaining Unit Agreement to cover part-time positions of similar community interest of Bargaining Unit "A", to be named Unit "E";

Whereas it is deemed desirable to include bargaining Unit "E" with the Unit "A" Pay Equity Plan;

Now therefore witnesseth that the parties agree as follows:

That all job classes in bargaining Unit "E" shall be for the purposes of Pay Equity, deemed to be included in bargaining Unit "A" and, therefore, included in the Unit "A" Equity Plan as approved on the 16th day of March 1992.

9. EDUCATION PROGRAM

The parties shall establish a Joint Committee composed of three representatives of each party to determine and manage Joint Labour Relations Training and Education Programs. The program(s) will commence as soon as possible. The Board agrees to pay the full cost of all time off work for all Association Stewards and those management representatives participating in the program. The parties shall equally share the other costs of preparing, administering and carrying out the program including, without limiting the generality of the foregoing, the cost of materials, speakers, accommodation, etc. The Committee shall consider whether any portion of the programs shall consist of separate training and education components for Association and management participants or whether all education and training should be joint. Any change made by the Committee must be unanimous.

10. UNIT E SUB-COMMITTEE

The Unit **E** sub-committee shall continue to deal with outstanding Unit E issues and shall report to the parties no later than January 31, 2006. Failing complete agreement by the parties any outstanding issues will be referred to final and binding tri-partite interest arbitration in accordance with *Art. 28.01(h), (j), (k) and (l)*.

11. CENTRAL SICK LEAVE BANK

Notwithstanding *Art. 12:10(e)(1)* or any other **language** in the collective agreement, the Board will make such additional annual contributions of funds to the CSLB in 2005, 2006 and 2007 so that all benefits owing to persons eligible for benefits under the collective agreements are paid.

A committee comprising three (3) representatives of the Board and three (3) representatives of the Association will meet to discuss alternatives to the Central Sick Bank Plan, including but not limited to the introduction of a new Long Term Sick/Long Term Disability Plan(s), or the continuation of ~~the~~ existing plans, or other options. The option determined under this process shall come into effect to be in place no later than January 1, 2008. If the parties cannot reach agreement on the matter by December 31, 2006, the parties agree that the matter will be heard and determined at an interest arbitration chaired by Mr. K. Burkett, or, if he is not available, by Mr. O. Shime or, if he is not available, Mr. G Adams shall appoint the chair if the parties cannot agree on a chair. The decision shall be final and binding on the parties as if the matter were determined as **an** interest arbitration under the collective agreements. The parties shall appoint their nominees to the Board.

If required, the above hearing will commence no later than April 1, 2007 with an implementation date of January 1, 2008.

12. LEGAL INDEMNIFICATION

In the event that there are changes to the public complaints system during the currency of the collective agreements, the Association shall have the right to reopen negotiations to address any legal indemnification issues that may arise from such changes, including resort to mediation and interest arbitration, if necessary, pursuant to the terms of the collective agreements.

Executed at Toronto this 7th day of December, 2005.

**TORONTO POLICE
ASSOCIATION**

“Dave Wilson” _____

“Al Olsen” _____

“Larry Molyneaux” _____

“Tom Froude” _____

**TORONTO POLICE SERVICES
BOARD**

“Alok Mukherjee” _____

“Pam McConnell” _____

“David Miller” _____

“John Filion” _____

“Hugh Locke” _____

“Hamlin Grange” _____

“Judi Cohen” _____

THE BOARD ADVISES THE POLICE ASSOCIATION OF ITS POLICY ON THE FOLLOWING MATTERS NOT INTENDED TO BE COVERED BY THE COLLECTIVE AGREEMENT:

1. ANNUAL EVALUATIONS

If a member so requests he/she shall, when counseled, be shown his/her Annual Evaluation including the Counselor's comments.

The member, within ten days of being counseled, may respond in writing to such evaluation.

Where a member responds to such evaluation, the response is to be attached to the said evaluation.

Upon request, members shall be given a copy of their annual evaluations and a copy of any other performance appraisals that are completed. Copies are to be furnished following discussion of the evaluation/appraisal with the unit commander/supervisor.

2. RESIGNATIONS

A member, within 48 hours (excluding Saturday or Sunday) of submitting a written resignation may request the Chief of Police, either directly or through the Association, to withdraw said resignation. The Chief of Police, after investigation, will determine the matter.

3. PERSONNEL FILES

The member's Divisional file will be made available to the member for reviewing prior to being counseled and on special request, not to exceed once per year, through the Unit Commander.

4. SOILED OR DAMAGED CLOTHING

Civilian members whose clothing becomes unusually soiled as a result of the performance of their duties may apply for reimbursement in accordance with Service Directive 18-05.

5. SICK BANK

Members will receive a statement of their Sick **Bank** status on or around June 30th and December 31st each year.

The Chief of Police will direct that Unit Commanders have available on or around June 30th and December 31st a sick leave record of each member in the Unit so that members may reconcile their Sick Bank Status Statements.

6. CLOTHING AND EQUIPMENT

Uniform and all equipment will be the subject of continuing study by the Clothing and Equipment Committee.

Where the Board or the Service intends to purchase new items of uniform issue or protective equipment for Uniform or Civilian members, or provide existing items of uniform issue or protective equipment to members who have not previously received it, the proposed purchase or issuance shall be discussed at the Clothing and Equipment Committee prior to the proposed purchase.

Where the Board, acting upon the recommendation of the Chief of Police, intends to approve a clothing or equipment purchase which is different from the recommendation of the Clothing and Equipment Committee, then the Association shall be provided with an opportunity to send written submissions to the Board prior to the Board meeting where the Board approves the clothing and equipment purchase. The Association must provide any written submissions it intends to make to the Board within three days of being advised by the Board.

7. FACILITIES

The concerns of the Association regarding parking, rest areas, lockers, showers and physical fitness facilities will be referred to a committee of two representatives of Management and two representatives of the Association, in an effort to develop general criteria for future facilities for guidance of Toronto Parks and Property.

8. LEGAL INDEMNIFICATION RETAINER

1. The Board has adopted a policy which permits a member who may be eligible for indemnification under Article 27 of the Agreement to apply for funds to provide his counsel with a retainer if one is required which application may be made on the following basis:
 - (i) where the need for legal counsel arises because a criminal charge has been laid against the member after the arrest and/or charging of someone in connection with acts leading to that arrest and/or charge;
 - (ii) the funds applied for do not exceed the greater of \$2,000.00 or 25% of the retainer based on the necessary and reasonable legal costs which in the event of dispute shall be determined by the City

of Toronto Solicitor (if the retainer increases over time the member may apply for additional funds within the terms of this policy);

- (iii) where the actions of the member do not appear to be covered by Clause 27:03 of the Agreement; and
- (iv) where the member undertakes to indemnify the Board for such funds if the member is not entitled to indemnification under Article 27 in a manner and form satisfactory to the City of Toronto Solicitor.

2. If the Chief or Chiefs delegate is to recommend to the Board that the retainer provided in 1 (ii) not be provided the Association shall be informed so that they may make written representation to the Board before a final decision is made.

9. VACATION DRAW

A member in scheduling his/her vacation period may indicate separately in the space provided his/her scheduled days off prior to and following the vacation period on the Confidential Instructions for Crown Counsel (Dope Sheets) and on Court Attendance while on Annual Leave form (TP 205).

10. FITNESS FACILITIES

To offset the cost of equipment for fitness facilities, the Board will endeavour to obtain the maximum amount of government funding possible. The balance of the cost will be shared according to the Board's current policy: 1/3 payable by the Board, 1/3 payable by the T.P.A.A.A. (assuming the T.P.A.A.A. agrees), and 1/3 payable by the members.

11. COMMUNICABLE DISEASES

A Committee comprising of two representatives appointed by the Association and two representatives appointed by the Board shall study the issue of communicable diseases and shall make recommendations to the parties regarding procedures to be used by members when dealing with persons suffering from, or suspected of suffering from, communicable diseases.

12. COURT FEES FOR FORMER MEMBERS/MEMBERS ON LAYOFF

The Board will pay to a former member of this Service who has retired on pension or to a member of the Service who is on layoff under Article 20 of this agreement and who is required by summons to attend court in connection with his/her duties as a member of this Service (but not where such individual is the person charged)

the sum of \$75.00 for each day of required court appearance as a supplement to the regular court witness fee.

13. FUTURE INSURANCE CONTRACTS

The Board will provide the Association with a copy of all benefit contracts and policies within three months of a change being made thereto resulting from negotiations or arbitration and within three months of a change of carrier.

14. ODA CODES

The Board will undertake to describe in the Service's group benefits booklet those Ontario Dental Association Fee Guide codes which are eligible expenses under the current dental plan agreement.

15. SICK PAY GRATUITY

A member may use up to six months of his/her sick pay gratuities in time rather than in pay, immediately prior to retirement.

Definitions

For the purposes of this policy, the last day worked is understood to be the day that the member has utilized all outstanding vacation, floating holidays, lieu time or any other type of leave, but immediately prior to utilizing their sick pay gratuity as pre-retirement leave.

The date of retirement is understood to mean the last day that the member is on pre-retirement leave.

Eligible Number of Work Days

The number of months will be reduced to work days as follows:

1 month	22 work days
2 months	43 work days
3 months	65 work days
4 months	87 work days
5 months	109 work days
6 months	130 work days

The member may also decide to take a portion of his/her sick pay gratuity in time and the remainder in lump sum payment.

Benefit Entitlements

1. Vacation, floating holidays and lieu time must be utilized prior to using sick pay gratuity as pre-retirement leave.
2. Accrual of vacation and sick bank ceases on the last day worked.
3. Employees are entitled to retirement accrual days while on pre-retirement leave. For those employees whose extension period takes them into a new calendar year, the member will continue to accumulate retirement accrual days. The retirement days will be paid out after the date of retirement.
4. Statutory holidays which fall during the extended period are not applied to reduce the pre-retirement leave.
5. Any outstanding sick pay gratuity amount will be paid out after the member retires.
6. A member on pre-retirement leave does not qualify for W.S.I.B. or Long Term Disability.
7. A member is entitled to the benefits of an active member of the Service up to and including the date of retirement.
8. The Board and the member will each pay their respective contributions to the pension fund up to and including the date of retirement.

Wage Increases

Increases which are effective during the period a member is on Sick Pay Gratuity leave are not to be applied to the salary of the retiring member.

Increases during such period which are retroactive to a date prior to the member proceeding on such leave are to be applied to the salary of the retiring member.

**UNIT 'E' - SCHEDULE 1
2005 - 2007 HOURLY SALARY RATES**

Position	Class		Jan.1/05	Jan 1/06	Jan.1/07
	E2	1 st	17,289	17,825	18,360
	E3	1 st	18,202	18,766	19,329
		2 nd	18,833	19,417	20,000
		3 rd	20,034	20,655	21,275
		4 th	21,205	21,862	22,518
	E4	1 st	19,233	19,829	20,424
E4001.4	Monitor	2 nd	20,378	21,010	21,640
E4002.4	Monitor/Typist	3 rd	21,493	22,159	22,824
		4 th	22,864	23,573	24,280
	E5	1 st	21,493	22,159	22,824
E5000.4	Monitor /Typist	2 nd	22,209	22,897	23,584
	/Translator	3 rd	23,324	24,047	24,768
E5001.4	Monitor/Translator	4 th	24,539	25,300	26,059

THE ABOVE SCHEDULE IS WITHOUT PREJUDICE TO ANY TIMELY AND ARBITRABLE GRIEVANCE OR GRIEVANCES NOW PENDING WITH RESPECT TO ANY OF THE CLASSIFICATIONS OR RATES WHICH ARE OR SHOULD BE INCLUDED THEREIN.

A MEMBER COMMENCING EMPLOYMENT IN A CLASS 4 POSITION SHALL RECEIVE 4% LESS THAN THE LOWEST HOURLY RATE FOR HIS/HER POSITION DURING THE PROBATIONARY PERIOD AS SET OUT IN CLAUSE 3:02 OF THE AGREEMENT.

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