

THIS COLLECTIVE AGREEMENT MADE THIS 12TH DAY OF JULY 2002

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 “B” 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:

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ARTICLE 1 - SCOPE, RECOGNITION AND DURATION

- 1:01 This Collective Agreement shall apply only to civilian members of Unit "B" of 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, 2002, until December 31, 2004, 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, 2004 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 civilian who may be employed from time to time by the Board and who may occupy any of the positions set forth in Schedule "1" annexed hereto and forming part of this Collective Agreement and who is on the active payroll of the Service, such group of members hereinafter being referred to as Unit "B" of the Civilian Branch.
 - (f) "Service" means the Toronto Police Force.

- (g) "Service" or "length of service" shall include service with the Toronto Police Force as well as with the former Municipality of Toronto Police Force.

ARTICLE 3 - MANAGEMENT RIGHTS

3:01 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 and otherwise discipline any member, provided that a claim of discriminatory promotion, demotion or transfer or a claim that a 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.

3:02 Notwithstanding anything to the contrary in this Collective Agreement contained, the Board shall have the exclusive right to discharge a probationary permanent member within the first six months of his/her service.

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 3:05(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 following Board approval 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 3:05(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. 3:05(b) then the incumbent shall receive the pay rate of the lower pay class after he 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 his/her 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 had 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 Whenever the Board creates a new civilian position other than a Senior Officer position as defined in section 114 of the Police Services Act, and the Association alleges that the position should come within Unit "A", Unit "B" or Unit "C", the Association shall notify the Board in writing of its claim and the reason therefor and, failing agreement, the

matter may be resolved by the grievance procedure or arbitration pursuant to the terms of the Collective Agreement.

- 3:05 (a) A claim that, as a result of the action referred to in clause 3:03(b), the Board has assigned a position 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 therefor. Failing agreement, the claim may be referred to the Referee under this Article.
- (b) The parties shall endeavour 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 3:05 (a), the Referee will be governed by the current job evaluation plan and its application to existing jobs in Unit "B" (or "A", or "C", as the case may be).
- (d) The Referee shall have the power to establish job descriptions based on his/her assessment of job content as determined by the Board, determine job evaluations and assign jobs to one of the Units "A", "B" or "C". 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 his/her 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 assist in the job evaluation. Full disclosure of all documents and data in the possession of either party shall be made to the Referee.
- 3:06 Any claim under clause 3:04 shall be made within 30 days after the Board has notified the Association under clause 3:03 and any claims under clause 3:05 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.

- 3:07 In evaluating a claim or claims under clause 3:04, the arbitrator shall be governed by the community of interest if any, which such position has with existing positions in each unit.
- 3:08 For the purpose of clause 3:07 "Community of Interest" shall bear the meaning given by the Ontario Labour Relations Board and may include the following criteria:
- (a) Nature of work performed;
 - (b) Conditions of employment;
 - (c) Skills of members;
 - (d) Administration;
 - (e) Location;
 - (f) Functional coherence and inter-dependence.

ARTICLE 4 - ASSOCIATION MEMBERSHIP

- 4:01 It shall be a continuous condition of employment with the Service that:
- (a) every present member of the Association shall remain a member in good standing; and
 - (b) every future 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 concurs in the existing arrangement whereby the Board in respect of each member who is a member of the Association and who authorizes the said Board in writing so to do:
- (a) deducts from each regular pay for such member of the Association such sum as the Association may, from time to time, levy upon such member;
 - (b) continues to make such deductions until this Collective Agreement is terminated or such written authority is revoked, whichever shall first occur;
 - (c) within one week's time after making each such deduction pays the sum so deducted to the Association.

- 4:03 The actual cost to the Board, from time to time, during the currency of this Collective Agreement of carrying out the provisions of clause 4:02 shall be paid by the Association upon receipt of accounts therefor from the Board.
- 4:04 The Employment Office of the Service shall give a check-off authorization card to each new member at the time of referral and the Board shall not be otherwise responsible in respect of such cards in any way whatsoever, until the signed authorization cards are delivered to the Board.
- 4:05 There shall be no discrimination by the Board or the Association against any member in respect of his/her employment because of his/her membership or non-membership or activity or lack of activity in the Association.

ARTICLE 5 - WAGES & SALARIES

- 5:01 The wages to be paid to each member shall be in accordance with the rate of pay for each position as set forth in Schedule "2" annexed hereto and forming part of this Collective Agreement.
- 5:02 (a) Whenever a member is assigned to and performs all of the regular duties of a higher position for any period of time, not less than one full shift, such member shall be paid the minimum rate for the position of the higher classification. The Serviceman in the Central Garage who when on shifts on weekends or on the midnight shift during the week is assigned the responsibility for the garage will receive acting pay of 5%. 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.
- 5:03 (a) Pay stubs shall be made available to all members in all units not later than 7:00 a.m. on pay day

- (b) Compensation shall be paid by means of electronic bank deposits to a financial institution or institutions of the member's choice provided the institution(s) is a member of the Canadian Payment Association.

ARTICLE 6 - PREMIUM PAY PROVISIONS

- 6:01 The normal work week for members shall consist of five days of eight hours per day.
- 6:02 (a) Every member who is required to work on a regular schedule other than Monday through Friday, shall be given two consecutive days off in each seven-day or forty-hour shift in lieu of Saturday and Sunday and such two days shall be given after five days work, subject to the exigencies of the Service.
- (b) 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-night rotating shift.
- (c) 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 Collective 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.
- 6:03 When a member is required to be on duty one-quarter hour or more in excess of such member's daily tour of duty, 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 daily tour.
- 6:04 (a) For the purpose of this clause "callback" is defined as the callback of a member after he/she has reported off duty and before his/her next following tour of duty, and shall include attendance of a member:
- (1) (i) at courts during his/her off duty hours including lieu time hours or
- (ii) on an overtime assignment separated by time off from his/her regular tour.

Such member shall be granted 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 hours of duty in such callback with a minimum of three hours pay or time off in lieu thereof at the time and one-half rate for each such callback;

- (2) (i) at courts during his/her regularly scheduled days off or
- (ii) performing duty on regularly scheduled days off.

Such member shall be granted 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 hours of duty in such callback with a minimum of four hours pay or time off in lieu thereof at the time and one-half rate for each such callback.

- (b) An appearance under subpoena at a Workplace Safety and Insurance Board (W.S.I.B) Hearing, Criminal Injuries Compensation Board Hearing, Public Inquiries Act Hearing or Coroner's Inquest shall be deemed to be an appearance at court.
- (c) With the consent of the Chief of Police and by the mutual consent of a member and his/her Unit Commander, a member may be excused from duty on the first tour of duty when he/she has been required to make two or more appearances in court immediately preceding the first tour of duty.
- (d) (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. 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 of 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 schedules his/her vacation or by agreement with his/her Unit Commander amends his/her vacation period after the member is aware that he/she will or may be required to attend court during such period.

Such court appearance will be deemed to be an appearance at court during his/her regular days off. However, if in scheduling the initial vacation a member cannot select a one week period during which he/she has no court appearance, the provisions of this clause will still apply.

- (e) 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.

A member who is not notified of the cancellation of his/her scheduled court appearance and who attends at his/her unit immediately prior to the court appearance or at court shall be entitled to the appropriate court attendance allowance under this section 6:04.

- (f) In lieu of the provisions of clause 6:04(a) a member with a scheduled court appearance within 4 hours of the completion of his/her tour of duty, may elect to remain on duty during such interim period and shall be entitled in respect of the court appearance and interim period (if any) between the court appearance and the tour of duty to payment in accordance with the overtime provisions of clause 6:03.

A member making such election must advise the officer in charge of his/her election prior to the commencement of his/her tour of duty.

A member electing to remain on duty pursuant to this paragraph is ineligible for a callback in respect of any court appearance which commences within three hours of the member's first scheduled court appearance that day.

- (g) 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 supplemental unemployment 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.

6:05 A member may elect lieu time instead of payment for overtime, including call backs, 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 therefor.

- (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 one 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 taken at a time agreed upon between the member and the Unit Commander. Lieu time may be taken as 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 6:02 for lunch hours, clause 6:05 for overtime and call backs, and clause 9:04 for Statutory Holidays worked.
- (b) Members may elect to reduce their lieu time balance to 20 hours or to 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 of lieu time, such calculations shall be taken to the nearest half hour, i.e.

<u>Time Worked</u>	<u>Time Credited (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 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(a) above during such standby and, in the event of a call-back, the provisions of clause 6:04(a) 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 and 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.

ARTICLE 7 - SHIFT BONUS

- 7:01 A day shift shall be a shift that commences after 4:30 a.m. and at or before 10:00 a.m. on the same day.
- 7:02 Each member who, as part of a regularly scheduled work week, works on a shift which commences after 10:00 a.m. and at or before 6:00 p.m. (afternoon shift) shall be paid in addition to his/her 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 his/her 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 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 his/her 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 his/her regular shift. No Shift Bonus shall be paid where premium pay is paid.
- 7:04 Each member who, as part of a regularly scheduled work week, works on a Saturday, or Sunday, shall be paid in addition to his/her 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 7:02 and 7:03 shall not apply to such Saturday or Sunday shift when the provisions of this clause apply.
- 7:05 Where the regular shift of a member is to be changed, the member shall be given forty-eight hours notice of such change and if the change of shift necessitates the member working on a day which would otherwise be his/her regular day off, he/she shall be entitled to time and one-half for all time so worked on such days off, provided that all of the foregoing shall not apply where the change of shift is caused by illness of any member or an emergency.
- 7:06 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.

ARTICLE 8 - REST AND WASH-UP PERIODS

- 8:01 Every member shall be afforded a rest period of fifteen (15) minutes duration each morning and afternoon at such time and place as may be decided by the Unit Commander concerned, provided that in the case of a member whose duties require that he/she remain at his/her post during his/her tour of duty, he/she shall be allowed to have coffee or other refreshment at his/her post during such period and the rest periods for a member on shift work shall be during the first four-hour and second four-hour periods respectively.
- 8:02 Every member shall be afforded a period of five minutes immediately prior to lunch break and at the end of each working day for the purpose of washing up at his/her place of employment.

ARTICLE 9 - DESIGNATED HOLIDAYS

9:01 (a) Every member shall be entitled to the following statutory holidays during the term of this Collective Agreement:

New Year's Day, Good Friday, Easter Monday,
Victoria Day, Canada Day, Civic Holiday,
Labour Day, Thanksgiving Day, Christmas Day
and Boxing Day.

(b) In addition to the holidays provided in (a) above, every member who has completed six months service on June 1st of any year shall on that date have credited to his/her lieu time bank one day's credit at straight time and every member who has completed six months service on October 1st of any year shall on that date have credited to his/her lieu time bank one day's credit at straight time similarly calculated, such time in each case to be used in accordance with the lieu time provisions of the Collective Agreement.

(c) A member to qualify for payment of holidays in (a) and (b) above must be in receipt of some salary including sick pay under clause 11:10 in respect to the two clear calendar months immediately preceding such holiday.

9:02 When any of the above-named holidays falls on a Saturday or Sunday, the Friday preceding or the Monday succeeding such holiday shall be designated by the Board as the day of observance of such holidays 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 not required to work on a day so designated as a holiday shall be entitled to and shall be paid his/her regular rate of pay for each designated holiday not so worked.

9:04 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 and, in addition, shall be granted the option of being paid for a full day at his/her regular rate of pay or receiving a day off in lieu thereof to be taken at a time agreed upon between the member and his/her Unit Commander. Lieu time may be taken as part of a day or as a whole day.

9:05 Subject to the requirements of the Service, members required to work on a Monday statutory holiday or a Monday designated as a statutory holiday shall be selected from amongst those members who were required to work on the weekend immediately preceding such statutory holiday.

ARTICLE 10 - VACATION

- 10:01 (a) A member shall be eligible for vacation on the following basis:
- (i) following the completion of one year of service - 2 weeks' vacation;
 - (ii) following the completion of three years of service - 3 weeks' vacation;
 - (iii) following the completion of nine years of service - 4 weeks' vacation;
 - (iv) following the completion of sixteen years of service - 5 weeks' vacation;
 - (v) following the completion of twenty-two years service - 6 weeks' vacation;
 - (vi) following the completion of twenty-eight (28) years of service - 7 weeks' vacation.
- (b) A member who has qualified for two weeks vacation entitlement under clause 10:01 (a) (i) shall thereafter as of January 1st of each year be entitled to receive the vacation for which he/she will be eligible during the year provided that in any year such member ceases employment with the Service prior to his/her anniversary date (other than by retirement on pension) his/her vacation will be re-adjusted on the basis of the amount of time employed in the twelve months prior to such anniversary date in accordance with clause 10:04 (b).
- 10:02 For the purpose of determining entitlement in clause 10:01, absence without pay in excess of forty work days in a calendar year shall reduce the vacation entitlement. The entitlement will be the result of a fraction of the days paid over the normal work days in a calendar year times the vacation entitlement provided in clause 10:01 rounded to the nearest full day.
- 10:03 The vacation pay provision of this Article shall be no less than the vacation with pay provisions of The Employment Standards Act of Ontario. For the purpose of this clause the vacation payment provisions of The Employment Standards Act shall be calculated on a calendar year basis.
- 10:04 (a) Where a member leaves the Service after his/her anniversary date in that calendar year and prior to receiving his/her vacation entitlement, such member

shall be given vacation pay on account of such service in accordance with clause 10:01.

- (b) Where a member leaves the Service prior to his/her anniversary date, such member shall be entitled to receive vacation pay for the period of service between his/her previous anniversary date and the date employment ceases on the following basis:
 - (i) If less than one year's 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.
- (c) 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).
- (d) Any amount of vacation overpayment shall be deducted from monies owing to the member or his/her estate.
- (e) A member who retires on pension shall, in the calendar year in which he/she retires, be entitled to the vacation benefits set out below in lieu of the provisions of clause 10:04 (a) and (b) above:
 - (i) the vacation benefit to which his/her years of service entitle him/her according to the schedule set out in clause 10:01 (a), and for that

purpose his/her years of service shall be calculated to his/her anniversary date in the year of his/her retirement regardless of whether he/she retires before or after the anniversary date.

- (ii) in addition to the vacation benefit specified in sub-clause (i) above, a vacation accrual based on the pro rata formula set out in clause 10:04 (b), provided, however, that such accrual shall be calculated from January 1st of his/her retirement year to the date of his/her retirement.

The benefits provided in (i) and (ii) above shall be granted as pay or time off at the discretion of the Chief of Police.

- 10:05 (a) A member shall be permitted to divide his/her vacation entitlement into one week periods provided each such period shall be considered a vacation draw.
- (b) A member who at the time of his/her vacation draw is assigned to a function where the opportunity to accumulate lieu time is restricted and who is eligible for three or more weeks of vacation may elect to assign one week of vacation eligibility to lieu time, which time shall be utilized in accordance with the lieu time clauses of the Collective Agreement.
- 10:06 Vacations shall be taken by members in each rank in order of seniority based on the total length of service.
- 10:07 A member 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 said period, the sick leave will be interrupted in order that the vacation may be completed before the aforesaid March 31st.

ARTICLE 11 - SICK PAY

- 11:01 In this Article "month" shall mean a calendar month.
- 11:02 Every member shall receive a gross sick pay credit of one and one-half days for each month of "unbroken" service with the Service, such credit to be cumulative. For the purpose of this clause, a month of "unbroken" service shall be one where the member is employed, in full or in part, on all working days in the month, except that for the purpose of this clause unemployment due to weather conditions or lack of work shall not contribute toward a "broken" month, provided that the member works one or more

days during the month. Lost time due to illness, except as provided in clause 11:05, or by injury or accident occurring while on duty, or by vacations, holidays, or scheduled days off, or by authorized leave of absence with pay, or leave of absence while on military service as provided in clause 18:09, or by disciplinary suspension provided the member has worked some portion of the month, shall not be considered as breaking a month's service. Unpaid sick leave as provided for in clause 11:10 shall not constitute a "broken" month of service.

- 11:03 Credits shall be cumulative as from the beginning of the first complete month after the commencement of duties.
- 11:04 Subject to clause 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 accumulated credits, if any, existing at the time of such leave or layoff.
- 11:05 If a member is absent on account of illness and his/her accumulated sick pay credit has been exhausted, he/she shall not receive a credit of one and one-half days per month for the remainder of such absence.
- 11:06 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 Service.
- 11:07 Whenever a member's days of illness exceed his/her accumulated credit, the excess days of illness shall not be carried forward, but shall be regarded as days of illness without pay.
- 11:08 Each member on the first of the month following completion of six months of service shall be eligible to receive sick pay, at full salary, for any 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	-	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, and shall not include absences under Clause 11:09.

The Manager of Labour Relations 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.

- 11:09 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) per calendar year of sick pay credits (part days to be calculated as under clause 11:10) 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.
- 11:10 The number of days 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 day on 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 the following basis:
- 2 hours or more but less than 4 hours - .25 day;
 - 4 hours or more but less than 6 hours - .50 day;
 - 6 hours or more but less than 8 hours - .75 day.
- 11:11 The whole or any part of vacation which may still be due on account of the previous year's service shall be given a member while absent because of illness or who is absent because of injury or illness under the W.S.I. Act when his/her sick pay is exhausted or the sick pay shall be interrupted in order that vacation may be completed before the end of the year.
- 11:12 A member on regular Monday to Friday day 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 (.25 day deduction for each period of two hours absence or less).

- 11:13 A member absent for more than three consecutive working days 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 working days shall furnish immediately following such twenty-four days, and each subsequent twenty-four consecutive days 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.
- 11:14 A member shall not be entitled to sick pay in advance of any credit he/she may earn in the current month, such credit becoming available on the first day of the succeeding month.
- 11:15 (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 fees. Otherwise, the consultant's fee shall be paid by the member.
- (c) Apart from issues concerning diagnosis or prognosis to be resolved pursuant to clause 11:15 (b) 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 11:15 (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 11:15 (b) shall not apply to determinations under the Police Services Act or Regulations pursuant thereto.

11:16 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 or clause 14:07 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.

11:17 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.

11:18 The terms and conditions of the CSLB applicable to members are as set out below, but the funding of the Bank shall be merged with that of the Bank applicable to Uniform members. References in this article to the Bank's "balance" and to "credits" remaining available under the Bank are to the consolidated funding of the Uniform and Civilian Banks."

(a) **ELIGIBILITY:**

A member is eligible for benefits under the plan where:

- (1) The member is absent due to the onset of a disability which arose after the "effective date" which would entitle the member to sick leave but his/her sick leave credits are exhausted and credits remain available under this Bank. For the purpose of this Bank "disability" is in addition more particularly defined to mean:
 - (i) for the first 30 months of disability as the inability to perform the regular duties of the member's position and the inability to perform the essential duties of any available position covered by the Unit A, B or C collective agreement with compensation equal to or greater than 66-2/3rds percent of the current salary of the job class and increment held by the member at the commencement of his/her disability; and
 - (ii) after the first 30 months as the inability to perform any gainful occupation or employment for which the member is reasonably suited by education, training or experience;
- (2) The member has been absent because of such disability for six continuous months or an aggregate of 1,044 working hours for members on a 40 hour work week, 913.5 hours for members on a 35 hour work week, within a 9-month period (on the recommendation of the Board/Association Committee the Board may waive part of the aforesaid waiting period where the member no longer has sick leave credits available because the member has attempted to return to duty during earlier periods of such disability); and
- (3) At the commencement of the absence because of illness or injury the member had at least one year's service with the Service if the member was hired by the Service on or after January 1, 1993. For those members hired before January 1, 1993, a member is eligible for benefits under the plan if, at the commencement of the absence because of illness or injury, the member had at least six months service with the Service.

(b) **BENEFITS:**

The benefits to be provided under the Bank are as follows:

- (1) Payment to an eligible member under the Bank shall be made on a bi-weekly basis and shall be the greater of a 75% benefit based on the member's salary at the time of disability or a 60% benefit based on the salary for the job class and increment held by the member at the time of disability as it is increased from time to time.
- (2) During a period of benefit payment from the Bank the Board will have no obligation to make other payments to or on behalf of the member except that with respect to the coverages provided for in Articles 14:03; 14:04; and 14:06, payment from the Bank shall be made for the premiums, as stipulated in those Articles.

(c) **REDUCTION OF BENEFITS:**

Payments will be reduced by benefits, if any, to which the member is entitled under any government plans or other plans to which the Board has contributed, in whole or in part, on his/her behalf except the Toronto Pension Plan and OMERS (unless the member is in receipt of pension from the Plan or OMERS in which event the benefits hereunder would be reduced by the amount of such pension), provided, however, that in the case of W.S.I.B there will be no reduction in respect of:

- (i) permanent partial awards relating to a prior disability or accident; or
- (ii) allowances for expenses other than for lost time.

The provision of benefits under the Plan is subject to the overriding condition that the payment under the Bank together with any other payment payable on account of disability of the member under any Board plan, any group insurance contract or any plan of any government shall not exceed 85% of the current rate for the position. The member in order to receive benefits hereunder must make timely and proper application for any disability or other benefits for which he/she may be eligible under any government or private plan, including the W.S.I. Act and the Canada Pension Plan but excluding the Metropolitan Toronto Pension Plan (By-Law 15-92) or OMERS, and until the amount of such disability benefits has been established, the Board reserves the right to make the reductions above described on the basis of an estimate of such disability benefits. The member shall be obliged to disclose to the Board all such payments, application for payment of any other benefit, changes in his/her status in respect of any other benefits and any other information reasonably required to determine his/her entitlement under this bank.

(d) **BENEFIT DURATION:**

Such payments shall continue to be drawn against available credits in the Bank during such disability so long as credits remain available under the Bank and the member remains eligible for benefits provided that:

- (i) No member shall be entitled to draw benefits under this Bank after he/she has attained the tenure or age that would entitle him/her to an OMERS pension without actuarial reduction or an unreduced pension under the Metropolitan Toronto Pension Plan.
- (ii) **Rehabilitative Employment:** If a member engages in Rehabilitative Employment directly following any period of disability for which benefits have been paid from the Bank, the Board will continue to pay the member from the Bank as if the member were still unable to work for the Board or in any gainful occupation less 50% of the compensation or profit from such Rehabilitative Employment. "Rehabilitative Employment" means any occupation, employment or undertaking for wages or profit, approved by the Board and undertaken by the member while unable because of sickness or injury to engage in any occupation or work on a full time basis or unable to fully perform the essential duties of any available position on the Service. In no event shall payment under this provision result in a member receiving more than 100% of his/her salary.
- (iii) Should the member recover and return to work the monthly benefits will cease and regular salary will resume.
- (iv) Should there be a recurrence of the same or causally related disability within six months of the member's return to work his salary will cease and benefits will resume immediately.

(e) **PLAN CREDITS AVAILABLE FOR PAYMENT OF BENEFITS:**

- (1) Payments shall only be made to eligible members from the Bank by the Board so long as the Bank has a credit balance. The balance available for payment to members shall be debited by all payments to members provided for hereunder and shall be credited during the initial assessment period as follows:
 - (i) at the end of each pay period following the Effective Date, a credit by the Board equal to 1/6 of 1% of the regular straight time hourly earnings (excluding overtime and other premium

payments) of each member covered by this Agreement and enrolled in the Toronto Pension Plan or OMERS;

- (ii) at the end of the month of its receipt from the Employment Insurance Commission, the full Board's share of the premium rebate and the member's share not otherwise utilized to provide in part the cost of orthodontic and improvement in the vision care which the Association on behalf of its members hereby agrees should be directed to the Board for the purpose of the Bank; and
 - (iii) at the end of each calendar year the Board to credit interest on the average balance for the year of the portion of the Bank which is represented by the members' E.I. rebate contributions to the Bank, assuming that all payments from the Bank are made in the same proportion from such members' contributions as those contributions bear to the credits in the Bank. The interest rate shall be the average yield on 3-month Government of Canada Treasury Bills for the year. Neither the Board nor the Association nor any member shall be liable to make any further payments to the credit of the Bank and claims of members for payment shall be made only from the credits established hereunder and shall be limited to the credit balance of the Bank at the time the member is entitled to be paid. It is understood and agreed that neither the Board as administrator of the Bank nor the City of Toronto is under any obligation to maintain a fund, representing the credit balance available for the payment of benefits under the Bank separate from its other monies and the Employment Insurance Commission rebates are for the sole use of the Board or the said City of Toronto and need not be maintained separately from other funds.
- (2) The Board undertakes, however, to supply the Association with a full accounting of the Bank's operation no less frequently than quarterly, such accounting to begin 6 months from the "Effective Date" and relate to the quarter immediately preceding the quarter then ended.

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) (i) A member absent on W.S.I.B. is deemed to be at work and so shall accrue vacation credits during his/her absence.
- (ii) If the W.S.I.B. absence causes the member to miss vacation time scheduled during the balance of the year in which the injury/illness occurs, such vacation time may be retained for use no later than June 30 of the year following the year in which the member returns to work.
- (iii) A member absent for a full calendar year will be deemed to have taken that year's vacation during that year.
- (iv) In the year that the member returns to work, in addition to any vacation entitlement retained under clause (b)(ii), above, the member shall be entitled to all vacation time accrued during the year preceding the year in which he/she returns to work. Such vacation time must be used no later than June 30 of the year following the year in which the member returns to work.
- (c) 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.
- (d) For the purpose of this clause, net pay shall be the pay for the rank of the member as shown in Schedule "1", less those deductions required under Government Statutes, pension contributions, and other deductions under this Collective Agreement.
- (e) A member, when on W.S.I.B absence, shall be deemed to be on the Day Shift tour of duty and on a Monday to Friday work week.

- (f) No member shall be entitled to draw benefits under clause 12:01 (b) or (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 tour of duty for hospital treatment shall receive lieu time as provided in clause 6:05 of the Collective Agreement, 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 Workplace Safety and Insurance Board (W.S.I.B.) upon his/her claim, provided that if and when the Workplace Safety and Insurance Board (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 judgement 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 of employment 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 ten years; 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 ten years 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 his/her salary or other remuneration 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:

<u>COLUMN 1 - SERVICE REQUIREMENT</u>	<u>COLUMN 2 - PERIOD</u>
At least 10 years and less than 15 years	Three calendar months
At least 15 years and less than 20 years	Four calendar months
At least 20 years and less than 25 years	Five calendar months
At least 25 years and less than 30 years	Six calendar months
At least 30 years and less than 32.5 years	Seven calendar months
At least 32.5 years and less than 35 years	Eight calendar months
At least 35 years	Nine calendar months

13:03 For the purpose of meeting the service requirement set out in the above schedule, the following shall be included:

- (a) All time worked with the Service from the most recent date of hire and with the former Metropolitan Toronto Police Service immediately prior to entering the service of the Service.
- (b) All time lost on account of absence by reason of illness where 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 or periods not exceeding six months.

13:04 In the event of the death of a member, the amount payable under this Article 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 GROUP LIFE INSURANCE

- 14:01 Every member shall be entitled to the benefits of this Article 14
- (a) from the first of the month next following the month in which six months of employment have been completed;
 - (b) until the end of the month in which employment terminates in the case of OHIP and 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.
- 14:02 The Board shall pay one hundred per cent of the Single Premium or the Family Premium, as the case may be, for every member who is eligible for and entitled to receive insured services under the Ontario Health Insurance Plan, established pursuant to the Health Insurance Act and with respect to whom the Board is required to remit a premium pursuant to the provisions of such Act.
- 14:03 (a) The Board shall continue to contract with an insurance carrier for the purpose of supplementing the insured services referred to in clause 14:02 by providing accommodation at the semi-private ward level for any member to whom such clause is applicable and the Board shall pay one hundred per cent of the Single Premium or the Family Premium, as the case may be, for such plan.
- (b) A member at his/her option may be covered by the provisions of this clause during his/her first six months 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, and the Board shall pay one hundred per cent of the Single Premium or the Family Premium, as the case may be, for such plan.
- 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 two times the annual salary of the member 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.

- (c) The Board shall pay one hundred per cent of the premium for such group life insurance and accidental death and dismemberment coverage.
- 14:06 (a) 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.
- (b) The Plan shall be mandatory for every eligible member.
- 14:07 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 enrollment as a student at an educational institution, if such dependent be over twenty-one years of age on that date. If 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.
- 14:08 The Board may, at any time, substitute another carrier for any benefits in this Article, (other than OHIP) 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.
- 14:09 The Board shall pay the premium and be responsible for maintenance of insurance coverages under Article 14 for the first seventeen (17) consecutive weeks during which the member is on Pregnancy or Parental Leave, provided the member has completed his/her probation period.

ARTICLE 15 - PENSIONS AND RETIREMENT

- 15:01 Subject to clause 15:02, every full-time member in the "Permanent Service" class of members shall be covered by the provision of By-law No. 15-92 of the City of Toronto and amendments thereto, being a by-law "to provide pensions for employees, their spouses and children, of the City of Toronto and other participating employers".
- 15:02 It is understood and agreed that to the extent that the Ontario Municipal Employees Retirement System Plan is by statute applicable to any member of the Service, the By-law No. 15-92 shall not be applicable to such member.
- 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. For this purpose salary shall include the premium costs of the Ontario Health Insurance Plan (O.H.I.P.), the Semi-Private and Comprehensive Medical Plans and the Dental Plan. 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) The coverage under this Article 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) 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;
 - (iv) 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 his/her 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
 - (v) 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 TPP 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 pay 100% of the cost of premiums for semi-private hospitalization insurance (clause 14:03), comprehensive medical insurance (clause 14:04) and dental insurance (clause 14:06).
- (c) For those members retiring on or after July 1, 1991 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.]

ARTICLE 16 - APPOINTMENTS, PROMOTIONS AND DEMOTIONS

- 16:01 Whenever an appointment or promotion is to be made on a permanent basis to a position of Serviceman or higher or to a new position, notice of vacancy shall be posted for a minimum period of 10 working days on bulletin boards throughout the Service and at the same time a copy of the posted vacancy shall be sent to the Association.
- 16:02 Any member of the Service for whom such vacancy is a promotion shall be entitled to apply for the position. In addition to any specific statutory requirements, the selection shall be made on the basis of skill, ability and efficiency from amongst 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, re-classification or promotion affecting any member in Unit "B".

16:05 When a demotion is to be recommended:

- (a) the Association shall be informed at least 10 working days prior to the recommendation being placed before the Board; and
- (b) the Association shall have the right to make such representations to the Manager of Labor Relations in connection with such recommended demotion as it deems fit. In addition to the right of the demoted member and of the Association to grieve the demotion, where the Association has not been notified in accordance with this clause, the Association will have the opportunity to make representations to the Manager of Labour Relations within 10 days following the demotion.

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 Sections 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 a 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 remittances 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 member 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 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 Collective 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.

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).

- (ii) mother-in-law/father-in-law/brother-in-law/sister-in-law/son-in-law/daughter-in-law/grandparent/grandchild 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).

(b) Days off are not to be altered to form part of the four or 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 traveled 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.
- 18:05 (a) A member, on application to his/her unit commander, shall be granted up to three days leave of absence with full pay for the purposes 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 paid 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. "Regular weekly earnings" shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

For the purposes of the Pregnancy Leave top-up, regular weekly earnings shall be based on the member's permanent position but will be based on acting position provided the member has been in the acting position for a period of one year or more.

- (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 a 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 granted in accordance with Part XI of the Employment Standards Act of Ontario.
 - (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 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.
 - (iv) Parental Leave shall be at no cost to the Board.

18:07 Each 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 he/she shall deposit with the Treasurer of the City of Toronto the full amount of compensation received for such service and obtain an official receipt therefor, 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 Subject to the requirements of the Service, a member shall be allowed a leave of absence without pay for a period not to exceed twenty working days for compassionate reasons acceptable to the Chief of Police. 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.

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 his/her vacation selection, a member is aware of the dates of his/her military training, he/she shall submit a written request for such leave to his/her Unit Commander when making his/her vacation selection. In all other cases, a member shall submit a written request for such leave to his/her 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.

ARTICLE 19 - PROTECTIVE CLOTHING

- 19:01 The protective and safety clothing that is necessary shall be provided to members by the Board.
- 19:02 Where the Board provides safety equipment, safety clothing or working attire, failure of a member to use such articles or to comply with the safety instructions and regulations may result in disciplinary action.

ARTICLE 20 - TEMPORARY MEMBERS

- 20:01 Notwithstanding anything herein before contained, all members in the "Temporary service class of members" who have completed one year of accumulated service with the Service within any eighteen month period shall be entitled to all benefits accorded herein to members of the "Permanent service class", save and except the benefits provided under Article 15.
- 20:02 "Temporary service class of member" means a person who, at the time of his/her engagement, is hired for a specified temporary period or until the completion of the particular task or assignment for which he/she was engaged, or as a replacement for a member absent for a specified or indefinite period, with the expectation that the person's employment will not be continued after the specified temporary or indefinite period, but in no event shall such temporary period exceed six months.
- 20:03 A member in the "temporary service" shall be entitled to payment for the designated holidays for which members of the permanent service are paid, provided he/she is employed or reports for employment on both the working day previous to and the working day following the designated holiday concerned.

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 service now performed by 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 - TOOL EXPENSE REIMBURSEMENT, TRANSPORTATION
AND CLEANING VOUCHERS**

22:01 On the submission of appropriate receipts a member employed in a classification listed below and who is required to purchase tools for use in connection with his/her work or to replace tools which have been damaged, worn or lost shall be reimbursed for such expenditure not to exceed the allowance as follows:

Mechanic	\$325.00
Serviceman	\$217.28
Electrical Equipment Maintenance Man	\$217.28
Communications & Electronics Technician	\$217.28

22:02 A member who is requested to use his/her 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.

22:03 Chauffeurs shall be issued thirty cleaning vouchers quarterly for the cleaning of clothing.

22:04 Members other than chauffeurs 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.

22:05 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 23 - SERVICE PAY

23:01 Every member shall be eligible for Long Service Pay in accordance with the following table:

Upon completion of 5 years of service and until the completion of the 10th year of service	\$ 78.75 per annum
Upon completion of 10 years of service and until the completion of the 15th year of service	\$157.50 per annum

Upon completion of 15 years of service and until the completion of the 20th year of service	\$236.25 per annum
Upon completion of 20 years of service and until the completion of the 25th year of service	\$315.00 per annum
Upon completion of 25 years of service and until the completion of the 30th year of service	\$393.75 per annum
Upon completion of 30 years of service and until the completion of the 35th year of service	\$472.50 per annum
Upon completion of 35 years of service and thereafter	\$551.25 per annum

Service Pay shall become due on November 30th of each year and shall be calculated pro rata from the date 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 24 - FEMININE GENDER OR PLURAL

24:01 When the singular or masculine is used in this Collective Agreement it shall be considered as if the plural or the feminine had been used wherever the context so requires.

ARTICLE 25 - TRANSFERS

- 25:01 (a) A member of the Civilian Branch who is transferred to the Uniform Branch will continue to have his/her service with the Civilian Branch counted on such transfer for the calculation of vacation benefits, sick pay, sick pay gratuities and welfare benefits only.
- (b) A member of the Uniform Branch who is transferred to the Civilian Branch will continue to have his/her service with the Uniform Branch counted on such transfer for the calculation of vacation benefits, sick pay, sick pay gratuities, welfare benefits and service pay.

25:02 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 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 26 - LEGAL INDEMNIFICATION

- 26:01 (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 his/her 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.
- 26:02 Notwithstanding paragraphs 26:01(a), (b) and (c), the Board may refuse payment otherwise authorized under paragraph 26:01(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.

26:03 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 defence of such an action in the following circumstances only:

- (a) Where neither the Chief of Police nor the Board 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 joined as a party or elect 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.

26:04 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.

26:05 (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.

26:06 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.

26:07 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.

26:08 For the purpose of clause 26:01, 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.

26:09 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 Solicitor and, in the case of dispute between the Solicitor doing the work and the City Solicitor, taxation on a solicitor and client basis by the taxing officer.

26:10 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.

26:11 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 27 - BARGAINING - DISPUTE RESOLUTION

- 27:01 (a) The parties agree that the process set out below shall constitute the means by which Collective Agreements are hereafter reached under sections 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 a Collective Agreement, failing which the existing Collective Agreement, as amended by the matters agreed upon and the terms of the award, shall be deemed to constitute the Collective Agreement between the parties. The said Collective Agreement shall constitute the Collective 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.

Executed at Toronto this 12th day of July, 2002.

**TORONTO POLICE
ASSOCIATION**

“Craig Bromell”

“Jack Ritchie”

“Al Olsen”

“Don Courts”

“Rick McIntosh”

**TORONTO POLICE SERVICES
BOARD**

“Norman Gardner”

“Gloria Lindsay Luby”

“Mel Lastman”

“Dr. Benson Lau”

“Allan Leach”

“A. Milliken Heisey, Q.C.”

“Frances Nunziata”

**MEMORANDA OF UNDERSTANDING MADE THIS 12th DAY OF JULY, 2002
BETWEEN THE TORONTO POLICE SERVICES BOARD AND THE TORONTO
POLICE ASSOCIATION CONCERNING MEMBERS COVERED BY UNIT "B"
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 purpose of the Dispute Resolution Process and in particular paragraphs (c) and (h) of clause 27:02, 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. NEGOTIATIONS

When the Board and Association are negotiating a renewal of the Unit "A", "B", and "C" Collective Agreements only, or the renewal of both the uniform and civilian Collective Agreements, the Association shall be entitled to have in attendance at such meetings in addition to the full-time representatives of the Association, three additional active members of the Service representative of the civilian units. If a member is scheduled to work evenings or nights on such meeting day, he/she will, assuming reasonable advance notice where practicable is given to his/her immediate supervisor so that an adequate replacement can be obtained, be entitled to have his/her shift rescheduled to coincide with the meeting. Such active members shall not lose regular pay as a result of attendance at negotiation or mediation meetings and if meetings are not on a scheduled work day, will receive a lieu time credit equal to one half the negotiation or mediation meeting time but not exceeding four hours at straight time for any such meeting.

4. 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 co-operate with each other in ensuring that these visits do not adversely affect the Department's operations.

5. COMPRESSED WORK WEEK

1. The Compressed Work Week Committee will study the extension of the Compressed Work Week to cover those civilian employees employed in the following area:
 - Vehicle Maintenance
2. The object of the Committee's study is to reach agreement upon the implementation of the Compressed Work Week in the area identified in paragraph 1, above.
3. Either party may require that an external person act as chairperson of the Committee, the costs to be shared equally by the parties. In the event the parties cannot agree on the person to be appointed they will request Mr. Owen Shime, Q.C. to make the selection.
4. Should the parties fail to reach the agreement referred to in paragraph 2, above, by October 31, 1986, either with or without the aid of an external chairperson, all of the issues upon which the parties have failed to agree may be referred to arbitration by either party, but without prejudice to the Board's reservations concerning the arbitrability of shift schedules. The Parties shall endeavour to have an Arbitrator hear the matter as soon as practicable.
5. If by November 1, 1986, the Parties have failed to agree on a person to act as Arbitrator either party may request Mr. Martin Teplitsky, Q.C. to designate an Arbitrator.

6. OMERS SUPPLEMENTAL OPTIONAL SERVICE

On the condition that "past service" can be treated as "credited service" under 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.

7. 85 FACTOR

If City of Toronto Council approves for TPP members an early retirement option on the Factor 85 basis without pension reduction, the Board will implement on the same basis and date(s) as the City of Toronto.

8. REVISED SHIFT SCHEDULE - COMPRESSED WORK WEEK

The parties shall continue the Joint Committee to inquire into revisions to shift schedules to minimize or eliminate short shift changeovers and to improve flexibility in the deployment of personnel provided the efficiency of the operations is maintained.

This Committee will also consider the Board proposal for modification or elimination of long blocks of days off in the C.W.W. cycle.

Either party may require that an external person act as chairperson of the Committee, the costs to be shared equally between the parties. In the event the parties cannot agree on the person to be appointed they will request Mr. Owen Shime, Q.C. to make the selection.

The Committee shall report no later than March 31, 1990.

9. REVISED SHIFT SCHEDULES

The following Accords on Revised Shift Schedules including all written amendments thereto made in accordance with such Accords or by the parties hereto, heretofore or hereafter agreed upon, are binding upon the Toronto Police Services Board and the Toronto Police Association:

1. Accord on Revised Shift Schedule (Serviceman);
2. Accord on Revised Shift Schedule (Floater Platoon) and;
3. Accord on Revised Shift Schedule for the Body Repair Section of Fleet Management (5/4 cycle).

10. DENTAL PLAN, EXTENDED HEALTH PLAN AND LONG TERM DISABILITY

- (a) The Dental Plan to be amended to provide an orthodontic benefit at 50% co-insurance \$1200.00 maximum per year, \$3600.00 maximum lifetime for each insured member and dependent.
- (b) The Long Term Disability Plan to provide an increase in the long term disability benefit from the present \$1,250. monthly maximum to a new maximum \$1,500.
- (c) The members' full share of the Employment Insurance Commission premium rebates (which the Association on behalf of its members hereby agrees should be directed to the Board) shall be fully utilized to provide in part the cost of the orthodontic and improvements in the vision care and long term disability benefits.
- (d) The policy for the insurance coverage provided under clause 14:03 will be amended to provide semi-private ward level coverage to members on W.S.I.B.
- (e) The policy for insurance coverage under clause 14:04 shall be improved to provide a maximum of \$500.00 for the purchase, maintenance and repair of hearing aids for each member or dependent per year.
- (f) The annual maximum for covered dental service for active members is \$1,750.00 and shall be increased to:
\$1,900.00 effective January 1, 2003,
\$2,000.00 effective January 1, 2004 and,
\$2,050.00 effective July 1, 2004.
- (g) The insurance policy to be amended to provide the following:
 - (i) Licensed speech therapist up to \$250.00 per person per calendar year and will increase to a maximum of \$1,000.00 effective January 1, 2003.
 - (ii) For surgery performed by a podiatrist up to \$250.00 per person per calendar year.
 - (iii) Licensed chiropractor up to \$20.00 per visit.
- (h) The coverage for licensed Osteopath, Naturopath and Podiatrist, if not a member of the College of Physicians and Surgeons, from "up to \$15.00 a visit" to "up to \$20.00 a visit".

- (i) Effective October 1, 1998
 - (i) The drug dispensing fee for the reimbursement of prescription drugs shall not exceed \$7.50 per prescription. The dispensing fee cap will increase to \$8.50 on January 1, 2004.
 - (ii) Reimbursement for dental recall examinations (including scaling and routine check-ups) shall be limited to once per 9 months for any eligible member or eligible dependant over the age of 18 years.
- (j) Effective January 1, 2000
 - (i) Reimbursement for eye glasses and contact lenses shall be \$200 per person in any period of 24 consecutive months, increasing to \$250.00 effective January 1, 2003 and to \$275.00 effective January 1, 2004, and
 - (ii) Reimbursement for psychological and family counselling shall be \$1,000 per person per year, with no maximum reimbursement per visit.
- (k) Effective January 1, 2003
 - (i) Amend the insurance contract to allow for internal coordination of benefits.
 - (ii) Amend the insurance contract to provide for orthotic inserts as follows:

A claimant is entitled to coverage for two pairs in the first year of any initial claim and for one pair in every 24 consecutive month period thereafter. Children to continue to be eligible for two pairs annually.

11. 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).

12. REVISED SHIFT SCHEDULE

- (a) A Committee will study the extension of the 5-4 or a 5-5-4 Work Schedule to cover those civilian employees employed on day shift operation in the following area:

Telecom and Electronics

- (b) The object of the Committee's study is to consider and, if deemed advisable, to reach agreement upon the implementation of a Revised Shift Schedule in the area identified in paragraph (a) above.
- (c) Either party may require that an external person acts as chairperson of the committee, the costs to be shared equally by the parties. In the event the parties cannot agree on the person to be appointed they will request Mr. Owen Shime, Q.C., to make the selection.

13. BENEFITS-SURVIVING SPOUSES/DEPENDENTS

The parties agree to create a committee consisting of two representatives of the Association and two representatives of the Board which shall attempt to develop a method to provide, at no cost to the Board, for the participation in the Service Benefits Plans - Semi-Private, Dental and Major Medical - of surviving spouses and dependent children of members who die while employed and dependent children of retirees in receipt of Medi-Pak. This committee shall report to the parties by November 1, 1991.

14. TELECOM UNIT

Subject to the exigencies of the Service, members working Saturday and Sunday can select which two days off they wish to take as days off during the rest of the week.

15. STANDBY PAY

The Parties agree that when a member is on standby, he will receive the \$2.00 per hour for all of the hours on standby, with the exception that if the member is called back to duty, he will not receive the standby pay during the hours that callback (overtime) rates are paid. For purposes of clarity, if a member is placed on standby at 4:00 p.m. until 7:00 a.m., and is called back at 9:00 p.m., he will receive \$2.00 per hour from 7:00 p.m. until 9:00 p.m., and from 9:00 p.m. until Midnight he will receive callback pay, if the minimum provision is paid. Then the member--if required to remain on standby---will be paid standby pay from Midnight until 7:00 a.m. The payment, therefore, would be nine hours pay at \$2.00 per hour, and three hours pay at time and one half the member's rate for the period of time involved. Obviously, if a callback requires the member to remain on duty beyond the three hour minimum payment, then the standby pay will only resume on the conclusion of the callback.

16. 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.

17. C.W.W. PILOT PROJECT RE 11.5 HOUR SHIFT SCHEDULE

The parties agree to implement a Pilot Project on an 11.5 hour shift schedule as outlined below.

During the period of the pilot project and its implementation, no member will have their normal shift schedule changed to an eight-hour shift schedule without prior consultation with the Association and the members affected.

C.W.W. Pilot Project re 11.5 Hour Shift Schedule

1. Pilot Project

Duration: One year commencing on January 1, 2003. Failing agreement after the one year period to implement service-wide, members revert to schedule in effect prior to pilot project.

Locations:

- 23 Division
- 55 Division
- 42 Division
- Forensic Identification Services

Renewal: If the Board wishes to implement the schedule Service-wide, it will advise the Association in writing by May 31, 2003. If the Board does so, then a mailed, secret ballot vote of members in the pilot divisions/units is to be completed by the end of June, 2003. A simple majority of members (fifty percent plus one) will carry the vote, resulting in Service-wide implementation to divisions/units on a temporary basis.

Where a majority of the members vote to discontinue the new shift schedule, on such date as agreed to by the Board and the Association, they will revert to those shift schedules in effect prior to the pilot project.

Subject to above, Service-wide implementation will commence on January 1, 2004, provided that the Board also agrees. A mailed, secret

ballot vote of all members on the new shift schedule will be completed by the end of June, 2004. A simple majority of members (fifty percent plus one) will carry the vote, resulting in permanent Service-wide implementation to divisions/units.

Service-wide implementation means that for all units which participated in the Service-wide temporary project, this accord shall replace the C.W.W. accord, or other governing accord, in this collective agreement.

2. The Cycle

Eight (8) weeks

Four (4) on – Four (4) off

Two (2) days on day shift followed by two (2) days on night shift

6.525 cycles per year (52.2 weeks per year ÷ 8 weeks per cycle)

Tours of Duty – Primary Response – Example Start/Finish Times

Days	6:00 am – 5:30 pm
	7:00 am – 6:30 pm

Nights	5:30 pm – 5:00 am
	7:00 pm – 6:30 am

3. Hours – Per Cycle and Per Calendar Year

(i) Gross: 28 shifts worked per cycle @ 11.5 hours per shift = 322 hours per cycle

(ii) Net: 28 shifts worked per cycle @ 10 hours = 280 hours per cycle

4. Lunch Period

Taken as a 90 minute lunch period and assigned after completion of three and one half (3.5) hours of duty and to be completed before the completion of nine (9) hours of duty. Lunch period not worked to be taken as time off only.

5. Working Conditions

Same as C.W.W. paragraph 3 except:

(i) 5.02(b) shall be applicable;

- (ii) subclause 5.01(f) shall read “five and one half hours” instead of “four hours”;
- (iii) subclause 5.01(e) shall read “45 minutes” instead of one-half hour”

6. Statutory Holidays

- (i) Instead of a lieu time credit at the start of each cycle, a credit of twelve (12) hours per calendar month shall be used.
- (ii) Fifty (50) hours of lieu time must be used as time off. It will be selected as part of the vacation draw.
- (iii) No ADO’s

7. Vacations

- (i) Paragraph 5(a) of existing C.W.W. accord applies.
- (ii) Paragraph 5(b) of existing C.W.W. accord applies.
- (iii) Days taken off during a week of vacation draw shall be considered leave for the purposes of court appearances.

8. Two Officer Cars

Existing 7:00 p.m. to 3:00 a.m. language to continue.

9. Transition – Converting to a 4-Platoon System

- (i) “E” Platoon members to be placed on “A” through “D” Platoons based upon a relatively even distribution of seniority and requests for assignments to a specific platoon for personal needs shall be considered.
- (ii) Pilot Project only – Uniform “E” Platoon.

For the pilot project only – any uniform personnel who are affected by converting to a 4-platoon system shall be reassigned to duties within their existing unit or division at their permanent rank held.

- (iii) Pilot Project only – Civilian “E” Platoon.

For the pilot project only – any civilian personnel affected by the change to a 4-platoon system shall be reassigned to any duties within their existing unit or division at their current salary rate held.

- (iv) The parties agree that the well-being and health of members participating in the Pilot Project is of paramount importance. To that end discussions will take place between the parties on the steps to be taken to monitor and measure the physiological and psychological effect the pilot project is having on members.

10. Study Committee

The Study Committee will comprise three representatives of the Association and three representatives appointed by the Board and the Committee will monitor this Accord and consider solutions to problems which may arise. Such Committee, acting unanimously shall have full power to alter, amend, delete or supplement the terms of the Accord.

- 11.** Where a difference exists between the Uniform Collective Agreement and this Accord in respect to members assigned to work the Compressed Work Week Schedule, this Accord shall prevail.

Executed at Toronto this 12th day of July, 2002.

**TORONTO POLICE
ASSOCIATION**

“Craig Bromell”

“Jack Ritchie”

“Al Olsen”

“Don Courts”

“Rick McIntosh”

**TORONTO POLICE SERVICES
BOARD**

“Norman Gardner”

“Gloria Lindsay Luby”

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“Dr. Benson Lau”

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“A. Milliken Heisey, Q.C.”

“Frances Nunziata”

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 counselled, be shown his/her Annual Evaluation including the Counsellor's comments.

The member, within ten days of being counselled, 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 counselled 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. EDUCATION LEAVE

Leave of absence without pay and benefits and without loss of seniority the member held at the commencement of the leave may be provided to any member for the purpose of obtaining a university degree provided that:

- (i) the member has obtained some of the credits for the degree during his/her off duty hours;
- (ii) the degree can be obtained in no more than two years of full-time study;
- (iii) there is no obligation to provide and no restriction on providing employment to the member during such leave of absence;
- (iv) the degree would in the opinion of the Board be of value to his/her future police work;
- (v) such leave to obtain any one degree may only be requested once during a member's career;
- (vi) the educational costs to be borne by the member.

6. EXTENDED LEAVE

The Board has developed a policy to allow members to take extended leaves of absence of up to 1 year. These leaves are self funded by members receiving 4 years' salary over a 5-year period or 3 years' salary over a 4-year period. Details of the policy are available from Staff Services.

7. SICK BANK

The 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.

8. 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.

(a) **UNIFORMS**

Refer to Clothing and Equipment Committee ("CEC") the issue of providing uniforms (i) to Communications Operators and Mail Couriers similar to uniforms worn by station operators, and (ii) to Telecom personnel.

(b) **SHOULDER FLASH**

Refer to CEC the issue of developing a standard shoulder flash for all uniformed civilians similar to that in use by the Uniform Branch.

9. **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.

10. **LEGAL INDEMNIFICATION RETAINER**

1. The Board has adopted a policy which permits a member who may be eligible for indemnification under Article 26 of the Collective 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 26:02 of the Collective Agreement; and
 - (iv) where the member undertakes to indemnify the Board for such funds if the member is not entitled to indemnification under Article 26 in a manner and form satisfactory to the City of Toronto Solicitor.
2. If the Chief or Chief's 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.

11. REGULATION COMMITTEE

The parties agree that the Regulation Committee shall discuss the Metropolitan Toronto Police Regulations and the Administrative and Operating Procedures with a view to updating them or amending or adding to them for purposes of clarification. Such discussion is without prejudice to the Board's position on the negotiability and arbitrability of Board regulations. Meetings are to be held once each month and to be concluded by October 31st, 1987, with any unanimous recommendations of the Committee being submitted to the Board and the Association. At least two weeks prior to a meeting, the Association to submit in writing the Board regulation(s), Administrative and Operating Procedure(s) of concern and the amendment(s) it desires to discuss at said meeting. The Board representatives will advise the Association in writing two weeks prior to a meeting of any regulation(s), Administrative and Operating Procedure(s) it desires to discuss at said meeting.

12. 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.

Where the Monday Tour of Duty during the third week of the Compressed Work Week Cycle is taken as an assigned day off, it shall be deemed to be a scheduled day off for the purposes hereof.

Members designated to attend Minor Traffic Court during the member's scheduled days off prior to and following said vacation period may request of his/her Unit Commander that he/she be exempted from such appearance. Should the exemption not be granted the Unit Commander's determination may be appealed to the Chief of Police through the appropriate Deputy Chief.

A court appearance on scheduled days off prior to and following the vacation period shall not be considered as vacation for the purpose of clause 6:03 (d).

13. 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.

14. 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.

Representatives of the Association and the Board will meet with representatives of the current dry cleaning contractor to discuss the possibility of implementing an arrangement whereunder all members of the Association be afforded dry cleaning at the Board's contract rate.

15. JOB SHARING

The Service has a Policy on job sharing programs in appropriate circumstances.

16. COURT FEES - RETIREES

The Board will pay to a former member of this Service who has retired on pension 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.

17. NRA 65

A civilian member who retires under the N.R.A. 65 rule or later and who does not qualify for paid-up life insurance under the provision of the Collective Agreement shall receive a paid-up life insurance policy as follows:

If 10 years of service but less than 15 - \$1,500.00

If 15 years of service but less than 20 - \$2,500.00
 If more than 20 years of service - \$3,500.00

18. 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.

19. O.D.A. 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.

20. IC CODE COVERAGE

Effective October 10, 1991 where a dental procedure which was, as of January 1, 1987, an eligible expense under the Service's Dental Plan is designated by the Ontario Dental Association as an Individual Consideration (I.C.) Code, (and, therefore, an ineligible expense under the Service's Dental Plan), the Board will reimburse a member who has undergone the procedure. The amount of the reimbursement shall equal the lesser of the actual expense to the member or an amount equal to the result of applying to the most recent Ontario Dental Association Schedule rate for the procedure the annual, general increases to the Ontario Dental Association Schedule since the year in which the procedure was designated as an I.C. Code.

21. SICK PAY GRATUITY AS PRE-RETIREMENT LEAVE

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 accrual 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 Central Sick Bank.
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 "B" - SCHEDULE 1
JOB CLASSIFICATION LEVELS

<u>Position Number</u>	<u>Title</u>	<u>Hours Per Week</u>		
<u>Class B2 40</u>				
B2001.4	Cleaner			
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<u>Class B3 40</u>				
B3003.4	Headquarters Car Pool Attendant	B3005.4	Clerk, Photocopier Printshop	
B3004.4	Labourer			
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<u>Class B4 40</u>				
B4000.4	Painters Helper	B4004.4	Chauffeur	
B4003.4	Mail Courier			
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<u>Class B5 40</u>				
B5001.4	Service Person	B5005.4	Electric Equipment Maintainer	
B5002.4	Serviceperson/Repairer	B5006.4	Maintenance Attendant	
B5003.4	Telecom & Electronics Serviceperson	B5007.4	Property Courier	
B5004.4	Property Courier			
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<u>Class B6 40</u>				
B6002.4	Autobody Painter			
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<u>Class B7 40</u>				
B7001.4	Vessels Mechanic	B7003.4	Motorvehicle Mechanic	
B7002.4	Autobody Mechanic			
	Class B7 (market adjustment)			
B7004.4	Radio & Electronics Technician	B7007.4	Motorcycle Mechanic	
B7005.4	Communications Technician	B7008.4	Estimator	
B7006.4	Coord, Prntg & Courier Svc	B7009.4	Radar Co-ordinator	
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<u>Class B8 40</u>				
B8002.4	Lead Hand, Marine Maintenance			
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Class B9 40

B9000.4	Sr. Radio & Electronics Technician	B9004.4	Lead Hand, Autobody
B9002.4	Sr. Communications Technician	B9005.4	Lead Hand, Fleet Management
B9003.4	Lead Hand, Motorcycle		

Class B10 40

B10000.4	Supervisor, Telecom Electronics
B10001.4	Supervisor, Fleet Management

UNIT B - SCHEDULE 2 2002-2004 SALARIES										
Pay Class		2002 1-Jan			2003 1-Jan			2004 1-Jan		
		Annual	Bi-wkly	Hrly	Annual	Bi-wkly	Hrly	Annual	Bi-wkly	Hrly
B2/40	1	40945.68	1568.80	19.610	42378.05	1623.68	20.296	43860.53	1680.48	21.006
B3/40	1	39715.85	1521.68	19.021	41106.46	1574.96	19.687	42545.09	1630.08	20.376
	2	40812.05	1563.68	19.546	42240.24	1618.40	20.230	43718.54	1675.04	20.938
	3	41991.77	1608.88	20.111	43461.72	1665.20	20.815	44983.87	1723.52	21.544
B4/40	1	43039.94	1649.04	20.613	44545.39	1706.72	21.334	46105.13	1766.48	22.081
B4/40	1	40707.65	1559.68	19.496	42131.66	1614.24	20.178	43605.79	1670.72	20.884
	2	41828.90	1602.64	20.033	43292.59	1658.72	20.734	44808.48	1716.80	21.460
	3	43039.94	1649.04	20.613	44545.39	1706.72	21.334	46105.13	1766.48	22.081
B5/40	1	43703.93	1674.48	20.931	45234.43	1733.12	21.664	46817.14	1793.76	22.422
B5/40	1	39118.68	1498.8	18.735	40488.41	1551.28	19.391	41906.16	1605.60	20.070
	2	40945.68	1568.8	19.610	42378.05	1623.68	20.296	43860.53	1680.48	21.006
	3	43703.93	1674.48	20.931	45234.43	1733.12	21.664	46817.14	1793.76	22.422
B6/40	1	52118.57	1996.88	24.961	53943.48	2066.80	25.835	55831.03	2139.12	26.739
B7/40	1	46034.14	1763.76	22.047	47646.07	1825.52	22.819	49314.38	1889.44	23.618
	2	48101.26	1842.96	23.037	49784.18	1907.44	23.843	51527.66	1974.24	24.678
	3	50590.15	1938.32	24.229	52360.78	2006.16	25.077	54194.04	2076.40	25.955
	4	53191.80	2038.00	25.475	55054.30	2109.36	26.367	56981.52	2183.20	27.290
B7/40	1	53191.80	2038.00	25.475	55054.30	2109.36	26.367	56981.52	2183.20	27.290
B7/40 +Mkt	1	48255.77	1848.88	23.111	49944.96	1913.60	23.920	51692.62	1980.56	24.757
	2	51579.86	1976.24	24.703	53385.98	2045.44	25.568	55254.74	2117.04	26.463
	3	55365.41	2121.28	26.516	57303.07	2195.52	27.444	59309.64	2272.40	28.405
B8/40	1	56685.02	2171.84	27.148	58668.62	2247.84	28.098	60721.13	2326.48	29.081
B9/40	1	59075.78	2263.44	28.293	61142.90	2342.64	29.283	63283.1	2424.64	30.308
B10/40	1	62675.50	2401.36	30.017	64869.98	2485.44	31.068	67139.64	2572.40	32.155

Annual rates shown in the above schedule are for the purposes of annual estimates only. The bi-weekly rate is the official salary rate and is rounded to the nearest cent. Hourly rates, for use in calculating overtime, callbacks, etc., are shown to three decimal places.

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 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.