

SOURCE	A.S.S.N.		
EFF.	92	01	01
TERM.	92	12	31
No. OF EMPLOYEES	1,130		
MEMBRE D'EMPLOYES	80		

THIS AGREEMENT made this 1st day of January, 1992

BETWEEN: THE REGIONAL MUNICIPALITY OF PEEL POLICE SERVICES BOARD (hereinafter referred to as the "Board")

OF THE FIRST PART

AND: THE PEEL REGIONAL POLICE ASSOCIATION (hereinafter referred to as the "Association")

OF THE SECOND PART

ARTICLE 1 - PURPOSE AND SCOPE

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Board and its employees, and to provide an orderly and amicable method of settling any difference or grievance which may arise between the parties.
- 1.02 This Agreement shall apply to all full time members of the Peel Regional Police and Cadets as set out in Schedule "A" attached hereto and forming part of this Agreement.

ARTICLE 2 - DEFINITIONS

- 2.01 Except where a contrary intention appears:
 - a) "Association" means the Peel Regional Police Association.
 - b) "Board" means the Regional Municipality of Peel Police Services Board.
 - c) "Chief" means the Chief of Police of the Peel Regional Police.
 - d) "Civilian Member" means a member of the Civilian and Clerical Staff of the Peel Regional Police.
 - e) "Service" means the Peel Regional Police Service.
 - f) "Member" means a Police Officer of the Peel Regional Police, save and except the Chief, Deputy Chiefs, and Senior Officers at the rank of Inspector and above.
 - g) "Regional Corporation" means the Regional Municipality of Peel as set out in Bill 138, Section 1 (p).

SEP 15 1993

7197
0719725

ARTICLE 2 - DEFINITIONS (cont'd)

- h) "Cadet" for purposes of this Agreement shall be regarded **as** falling within the definition **of** "Member" outlined above except **as** otherwise noted even though technically Cadets **would** otherwise be "Civilian Members".

ARTICLE 3 - RECOGNITION

- 3.01 The **Board** recognizes the Association **as** the exclusive bargaining agent for all members **as** defined in **Section** 2.01 above.
- 3.02 Nothing in **this** Agreement **shall** be construed **as** imposing any personal liability upon any individual who from time to time is a member **of** the Board.

ARTICLE 4 - MANAGEMENT FUNCTIONS

- 4.01 The Association acknowledges that, subject to the Police Services Act, 1990, **as** amended and the Regulations, **as** amended and made pursuant thereto, it is the function of the **Board** to:
 - a) Maintain order, discipline and efficiency.
 - b) To hire, discharge, classify, promote, demote or otherwise discipline any member of the Service.
 - c) To transfer employees subject to Bill 138, Section 73-3 (e).

If an officer is not reclassified at the normal time, he shall be given the reasons for such non-reclassification in writing.

- 4.02 Without limiting the generality of the foregoing, generally to supervise **and** administer **the** affairs of the Service.
- 4.03 The Board agrees to exercise the above functions in **a** manner consistent with the express **terms of** this Collective Agreement and the Police Services Act.

DRAFT

ARTICLE 4 - MANAGEMENT FUNCTIONS (cont'd)

4.04 Disciplinary procedures such as conduct sheets, written warnings or disciplinary statements of a derogatory nature entered on the officer's record, which have not resulted in a Discipline Charge, shall be removed two years after being entered, provided that during that time no other incidents of misconduct have been documented or entered into his record.

A member may lodge a grievance relative to his non-classification at a normal time, from 4th to 3rd, 3rd to 2nd, and 2nd to 1st Class Constable.

All members shall be provided with a copy of his/her conduct sheet when it has been completed by a Senior Officer.

ARTICLE 5 - ASSOCIATION MEMBERSHIP

5.01 All employees are eligible to become members of the Peel Regional Police Association.

5.02 It is mutually agreed that there will be no discrimination, interference, restraint, or coercion exercised or practiced by the Board or the Association, or any of their respective representatives, with respect to any employee because of his membership status or connection with the Association.

5.03 A member of the Peel Regional Police shall, as a condition of service, be required to notify the Board in writing of his authorization to deduct Association Membership Dues from his pay.

1
5 2
7

5.04 The Board recognizes the right of the Association to appoint or otherwise select a Negotiating and Grievance Committee with a maximum membership of four (4) members of the Service or five (5) if the Board's Committee is five (5). The Board will recognize and deal with the said Committee with reference to negotiations and grievances.

It is acknowledged that the members of the Committee do have their regular duties to perform as members of the Service and hence, time off for Committee matters will be with permission in all cases. Permission shall not be unreasonably withheld.

5.05 Each party to this Agreement agrees to give to the other party to the Agreement a minimum of forty-eight (48) hours advance notice of any meeting or proposed meeting in connection with or relative to this Agreement or any other such matter in which the parties hereto have a common interest.

DRAFT

ARTICLE 6 - SALARIES

501A
/

- 6.01 The **annual salary** for each classification is **set** out in Schedule "A" of this agreement.
- 6.02 A First Class Constable who has completed **ten** years with this Service shall receive of the **salary** for his **rank**. No other **rank** shall receive this allowance including off in **receipt** of the Article 16 Plainclothes benefit or Acting **rank** pay. This **allowance** shall not **be** pyramided **with**, nor be increased **by**, other premiums under this agreement with the exception of **Training** Pay.

To **be** eligible **and** remain eligible for this **classification**, a constable shall:

- (1) **be qualified** for promotion to Sergeant pursuant to Peel Regional Police policies;
- (2) **be free of a discipline conviction** under the Police Services **Act** in the preceding two (2) years for which;
 - i) the confirmed penalty was the forfeiture of 40 or more hours pay or leave or 40 or more hours suspension without pay, **and**,
 - ii) If **an appeal** is initiated **and** conviction upheld, the **two** years shall **counted** from the disposition **of** the **appeal**.

Officers receiving this benefit **shall** not be eligible for Service Pay.

ARTICLE 7 - HOURS OF WORK

36
/60

34
/4000

- 7.01 **The average work week shall** be forty (40) hours each, including a sixty (60) minute lunch period **daily**, where the requirements **of** the service permit. ~~When~~ the requirements of the service **do not permit a** sixty (60) minute lunch period, lost time shall be credited to overtime **at** straight time **rates**. Except **in case** of emergency, members shall have two (2) consecutive days off **in** each **week**.

Where a member **is** required to report for duty fifteen (15) **minutes** prior to the commencement of his tour of duty, such **fifteen** (15) minutes shall be paid for at regular (not overtime) rates.

Members may **be** allowed the privilege of exchanging tours **of** duty with permission. With reference to Christmas Day and the succeeding New **Year's Day**, such members as are **scheduled** to work **both** days, **shall** be permitted to exchange one (1) of the days for their **normal** day off as far as possible.

ARTICLE 7 - HOURS OF WORK (cont'd)

7.02 When a member is required to be on duty more than onequarter (1/4) of an hour in excess of his regular tour of duty, he shall receive, at the member's discretion, either credited time off or payment at **time** and one-half (1-1/2) for all such overtime worked. In the case of payment, such payment shall be made within **thirty** (30) days of the end of the quarter in which such overtime is worked. Overtime here shall mean time worked prior to and up to the **start of** a regular tour of duty and/or time worked **as a** continuation of a regular tour of duty.

EFFECTIVE JULY 1, 1992

- 7.02 a) When a member is required to be on **duty** more than one-quarter (1/4) of an hour in excess of his regular tour of duty, the member shall receive, at the member's ^{4/1} discretion, either credited time or payment, at the **rate** of time and one-half (1-1/2) for all such overtime worked. Overtime here shall mean time worked prior to and up to the **start of** a regular tour of duty and/or time worked as a continuation of a regular tour of duty.
- b) ~~Upon~~ completion of such overtime worked by a member, the member shall indicate to **his** Officer-in-Charge whether the member elects to **be paid for** such overtime or to have the time credited **to** his overtime bank.
- c) Any **periods** of overtime for which the member has **elected** to receive time **off**, shall accumulate in his overtime **bank**. The **balance** of such **bank** shall increase with overtime hours worked, and decrease according to approved time off taken. All hours in **excess of** 80 hours in the **member's** overtime **bank as** of June 1 of each year will be **paid** to him no later **than** June 30. All hours in **excess of** 60 hours in the member's overtime bank **as** of December 1 of each year will be **paid to him** no later than December 31.
- d) A member may, on a quarterly **basis**, make application to have all, or a portion, of the hours credited in their overtime **bank** paid to them within **thirty** (30) **days of** such application.
- 7.03 **Periods** of overtime which the member has **elected** to take **as** lieu time off shall be allowed to accumulate and for every eight (8) hours or portion thereof so accumulated, the member shall be **entitled** to take that portion thereof off at the discretion of the Chief of Police. Members shall **be allowed** to carry forward up to **sixty** (60) hours of accumulation into the succeeding calendar **year**, provided **it is** taken **as** time off or **as** payment at the rate applicable when the time was accumulated before any **time is** dealt with in such succeeding year.

12/1/11

ARTICLE 7 - HOURS OF WORK (cont'd)

7.04 If an overtime period immediately following a regular tour of duty continues into a member's next regular tour of duty, such second tour will continue to be paid at the overtime rate.

Should a member be unable to work his regular tour of duty, or part of his regular tour of duty, because of an overtime period extending into that tour of duty as above, the member shall lose that amount of time from the regular tour of duty.

221A-B
050

7.05 A member who is required to work overtime as set out in Section 7.02 above and who works for a period of two (2) hours or more beyond the end of his normal shift shall be paid up to Five Dollars (\$5.00) on presentation of food receipt and thereafter a meal allowance or, in addition to the allowance of Five Dollars (\$5.00), shall be approved for every additional four (4) hour period worked, provided the time actually spent at meals will not be computed as overtime. A member shall also qualify for the allowance if, during his regular tour of duty, he is on assignment outside the Region for a period in excess of three (3) hours, provided the time actually spent at meals will not be computed.

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

7.07 A member, except a Cadet, who is assigned to perform all the regular duties of a higher rank for a temporary period of not less than one (1) full tour of duty in each assignment shall receive salary at the lowest rate of such higher rank for the entire period he is assigned.

ARTICLE 8 - CLOTHING ALLOWANCE AND UNIFORMS

8.01 This benefit shall not apply to any member(s) who have been assigned in order to accommodate the officer, (e.g. disability, pregnancy, under charge) who are not required to perform all the regular duties of the position, and not required to wear Civilian attire.

DLA

ARTICLE 8 - CLOTHING ALLOWANCE AND UNIFORMS (cont'd)

- a) Except for officers covered by clause 8.01(b), each member who is assigned to a Bureau which requires the wearing of civilian attire, shall be reimbursed for such expenditure in an amount not to exceed One Thousand Dollars (\$1,000), if he performs such duties for a full twelve (12) month period and if he submits appropriate receipts for clothing required for the performance of his duties. If he performs such duties for less than twelve (12) months, he will be reimbursed proportionately for such expenditure on submission of the appropriate receipts on a pro-rata basis, provided he performs such duties for at least thirty (30) days within the twelve (12) month period.
 - b) Each uniform member assigned to duty requiring the wearing of plainclothes/oldclothes attire, shall be reimbursed for the expenditure required for the purchase of such clothing in an amount not to exceed Two Hundred and Twenty-five Dollars (\$225.00) if he performs such duties for a full twelve (12) month period and if he submits appropriate receipts for the purchase of such clothing. If he performs such duties for less than twelve (12) months, he will be reimbursed proportionately for such expenditure on submission of the appropriate receipts on a pro-rata basis, provided he performs such duties for at least thirty (30) days within the twelve (12) month period.
- 8.02 The Board shall pay each member annually Two Hundred and Thirty-five Dollars (\$235.00) in December in compensation for dry cleaning of member's clothing used in the course of duty. The amount shall be pro-rated for members not employed for the full calendar year.

A committee shall be struck to implement by January 1, 1993, a voucher system in place of the payment under this clause provided that no additional cost is occasioned by the Board in 1993 beyond that incurred in 1992 with respect of the members of the Union. A committee will be created with representatives of the Employer and the Association to plan the implementation of the voucher system. It is suggested that two representatives from the Employer and the Association form such committee.

54

ARTICLE 9 - VACATIONS

9.01 The Board will grant vacation on the following basis:

- a) After one (1) year of continuous service - 80 hours. *01-02*
- b) After four (4) years of continuous service - 120 hours. *04-03*

ARTICLE 9 - VACATIONS (cont'd)

- 10-04 c) After ~~ten~~ (10) years of continuous **service** - 160 hours.
- 16-0⁵ d) After sixteen (16) years **of** continuous service - 200 hours.
- 22-06 e) After twenty-two (22) years of continuous **service** - 240 hours.
- 30-07 f) After thirty (30) years of continuous **service** - 280 hours.

Members shall select vacation **dates** on the basis of **seniority within** the ranks in **the Unit or Division**, consistent **with** the exigency of the **service**. Every member **of the Service** shall be entitled to annual vacation with pay according to the above schedule.

9.02 In **cases** where a member is off duty **as** a result of illness, or being injured **on** duty **prior** to **the start** of his annual vacation and **is** therefore **unable to** enjoy **his annual** leave, **he** will **be allowed** to take such **portion** of **annual** leave upon his **being** able to **return** to active **duty** for such unused time. **If** such **period** however, **carries over** **from** one year to another, the member shall **be allowed** to **carry over** his **unused** vacation to the next year.

ARTICLE 10 - STATUTORY HOLIDAYS

10.01 Members shall be **compensated** for the following Statutory Holidays:

- | | | |
|-----------------------|----------------------|----------------------|
| New Year's Day | Dominion Day | Remembrance Day |
| Good Friday | Civic Holiday | Christmas Day |
| Easter Monday | Labour Day | Boxing Day |
| Victoria Day | Thanksgiving Day | |

Compensation shall be on the following **basis**:

- (a) **Sixty-four** (64) hours shall **be paid at** the rate of time and one-half. Payment to each member shall be in a **separate** cheque payable **the** first pay period in June **of each calendar year**.

As an alternative, **members** may apply for time off rather **than** payment, but the **time** off will be at **straight** time rather **than** time and one-half. A list **will be** posted on December 1st each year for members to indicate their desire for **time** off. The list will be finalized **by** **January** 31. Subject to exigencies **of the service** requests will be **considered** in **order of** receipt but seniority will apply if day of

DRAFT

ARTICLE 10 - STATUTORY HOLIDAYS (cont'd)

request is identical. No more than forty (40) hours shall be **granted** in any thirty-one (31) day **period** unless otherwise agreed.

- (b) Twenty-four (24) hours shall **be** given **as** time off at straight time rates during the calendar year. Determination of the days **shall** be by mutual agreement between the individual member **and** ~~the~~ Chief or **his** delegate.

10.02 In the *case* of newly appointed members or **upon** termination of **service** of present members, and where they shall not have worked a full calendar year they **shall** receive compensation at time **and** one-half or straight time in the same relative proportions **and** with the same options of payment or time off for each such Statutory Holiday and/or other holiday that **occurred** during that portion of the calendar year they were employed up to a maximum of eighty-eight (88) hours.

Members in their first calendar year of service shall receive appropriate payment, if any, for their Statutory or other holiday in the first **pay period** in December and **this** will include **all** Statutory or other holidays for which they **are** entitled to payment up to and including December 31st **of** the given year. **This will be** paid at the **rate** in effect on the date payment is made.

EFFECTIVE JANUARY 1, 1993:

10.01 Members shall be **compensated** for the following Statutory Holidays:

New Year's Day	Canada Day	Remembrance Day	$\frac{53}{110}$
Good Friday	Civic Holiday	Christmas Day	
Easter Monday	Labour Day	Boxing Day	
Victoria Day	Thanksgiving Day		

10.02 A member who is assigned to a position which normally requires the member to work Monday to Friday shall, when not required to work on the day of observance for a statutory holiday, receive the day off with pay. In the event the member **is** required to work on the statutory holiday, the member **shall** receive, in addition to the regular day's pay, either accredited time or payment, **at** the member's discretion, at the **rate** of time and one half (1-1/2) for all hours worked, with a minimum guarantee **of** three (3) hours at the **rate** of time and one half (1-1/2). Such payment shall not be pyramided with callback under Article 7.06. **A** credit under this Article shall be applied in the same manner **as** overtime under Article 7.02.

ARTICLE 10 - STATUTORY HOLIDAYS (cont'd)

10.03 A member not covered by Article 10.02, shall **be** compensated for the statutory holidays on the following **basis**:

- a) Sixty-four (64) hours shall be paid at the **rate** of time **and** one-half.

As **an** alternative, members may apply for time **off** rather **than** payment, but the time off will **be** at straight time rather **than** time **and** one-half. **A list will be posted on December 1st each year for members to indicate their desire for time off. The list will be finalized by January 31. Subject to exigencies of the service requests will be considered in order of receipt but seniority will apply if day of request is identical. No more than forty (40) hours shall be granted in any thirty one (31) day period unless otherwise agreed.**

- b) Twenty-four (**24**) hours shall be given **as** time off at straight time **rates during** the calendar year. Determination of the **days** shall be by mutual agreement between the individual member **and the** Chief or his delegate.

- c) Payments to members shall **be made** on the following basis:

- i) In **July of** each year, **a** pro-rata payment based upon the member's election **and work** assignment for each of the four (**4**) statutory holidays **prior to** June 30th that year.
- ii) In **January** of the following **year**, **a** pro-rata payment based upon the member's election **and work** assignment for each of the seven (**7**) statutory holidays **not** covered in (i) **above**.

10.04 A member who receives payment under Article 10.03 may **only** receive time off for such statutory **or** other holidays:

- (a) **from** the member's statutory holiday **time** off, debited at straight time **rates**; or
- (b) from the member's **annual** leave, debited at straight time for time **taken** on the holiday; or
- (c) from the member's 7.02 **and** 11.06 overtime credits, debited at the **rate** of time **and** one-half for time taken on the holiday.

DRAFT

ARTICLE 10 - STATUTORY HOLIDAYS (cont'd)

10.05 A member who receives payment under Article 10.03 and who terminates service during the calendar year, shall receive compensation at time and one half or straight time in the Same relative proportions and with the same options of payment or time off for each statutory holiday as provided under Article 10.03 that occurred during the portion of the calendar year the member worked up to a maximum of eighty-eight (88) hours.

ARTICLE 11 - COURT TIME

11.01 Court time shall be deemed to be any time spent by a member in his off-duty hours in attendance at any Court, Inquest, or any time spent in litigation that is officially required as a result of his Police duties and the following provisions shall apply. Police duties must be while in the employ of the Peel Regional Police Service or the Police Service comprising the Peel Regional Police Service pursuant to Bill 138, to qualify.

11.02 (a) When a member is required to attend Court in his off-duty hours not extending into his regular tour of duty, court time will be paid at time and one-half (1-1/2) for all hours spent attending morning, afternoon, and evening session (which session is on his day off or prior to but not contiguous with scheduled shift hours) with a minimum guarantee of four (4) hours at time and one-half (1-1/2) for the first session that an officer attends on a calendar day and a minimum guarantee of three (3) hours at time and one-half (1-1/2) for each subsequent attendance at a court session on that same calendar day with the following exception:

(b) Members attending an afternoon session of Court prior to the start of their regular afternoon shift tour of duty will be compensated at time and one-half (1-1/2) with a minimum of two (2) hours guaranteed.

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

DRAFT

ARTICLE 11 - COURT TIME (cont'd)

- 11.03 In lieu of the provisions of 11.02 a member with a scheduled morning Court ap within four (4) hours of the completion of his tour of duty, may elect to remain during such interim **period** and shall be entitled, in respect of the Court appear the interim period (if any) between the Court appearance and the tour of payment **in** accordance **with** the overtime provisions of Article 7.02. A member such election must advise the **officer** in charge of his election prior to the comme of his tour of duty.
- 11.04 When a member on duty **is required** to attend **Court** or a Crown Attorney mee **is** prevented from going off duty at his normal time by reason of such attend Court or Crown Attorney **meeting**, overtime provisions **as** outlined in Article **apply**.
- 11.05 When a member **is required** to attend Court or return to duty on any occasion da **annual** vacation, he shall **be** granted double the **hours** of the applicable vacatio extra leave in compensation therefore for each day or portion thereof spent in (on duty. **This** will only apply after the member has become aware that his att **is** required at Court or on duty, at which time he must immediately notify an I or **rank** above, and receive specific clearance.

For the purposes of this section, provided that a minimum of forty (40) regular hours are **taken as** annual leave, the regular days off immediately preceding, in b or immediately following such period of annual vacation, **shall** be considered **pa** member's annual vacation. This clause shall not apply where a member sche amends **his** vacation period after a member is aware that he **will** or may be req attend **court during** such **period**.

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

- 11.06 Payment of Court and Crown Attorney meeting time **as** outlined in Article 11.01 t inclusive, may be received by a member, at his discretion, either in credited eq time off or payment at his current **rate** of pay **for** all such Court **and** Crown A meeting time. Any payment for such Court and Crown Attorney meeting time paid within thirty (30) days following the end of the **quarter** in which it is wor!

DRAFT

ARTICLE 11 - COURT TIME (cont'd)

Periods of Court and Crown Attorney meeting time for which the member has elected to take as lieu time off shall be allowed to accumulate and for every eight (8) hours or portion thereof so accumulated, the member shall be entitled to take that portion thereof off at the discretion of the Chief of Police.

Effective July 1, 1992, the method of payment of entitlements under Article 11 shall be selected by the member in the same manner as under Article 7.02.

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

All reasonable expenses incurred while the member is attending Court, Inquests, etc. will be reimbursed to the member. Should a member be required to attend any Court, Inquest, or litigation, etc. outside his Divisional Area, he shall be entitled to travelling costs from his normal Divisional Detachment if not paid by Courts requiring his

attendance to the place of the Court, Inquest, etc. Such payment to be equated at the going rate set by the Regional Municipality of Peel in effect at that time, and in any event, not less than fifteen cents (.15) per mile.

- 11.08 A member who has retired and is in immediate receipt of his OMERS pension shall, when required to attend Court in accordance with Article 11.01, in connection with his duties as a member of the Peel Regional Police, be paid for such attendance in accordance with the provisions of Article 11 at the current rate of pay for the rank held by the member at the time of such retirement.
-

- 12.02 For determining eligibility for Service Pay, service with the Board must be continuous, consistent with Bill 138.

11/1/87

ARTICLE 12 - SERVICE PAY

12.03 The Board will provide Service Bars, or Badges, for recognition of years of service as a Police Officer.

ARTICLE 13 - SHIFT DIFFERENTIAL

44+45

99999

13.01 Each member who works a full calendar year on a three (3) shift rotation basis shall receive Two Hundred and Sixty Dollars (\$260.00) in the first pay in December. For members who work the full year on a two (2) shift rotation basis, the payment shall be One Hundred and Sixty Dollars (\$160.00). Members who work less than the full year as above shall receive a pro-rata portion.

ARTICLE 14 - WELFARE BENEFITS

14.01 The Board shall pay One Hundred Percent (100%) of the premium for Ontario Health Insurance Plan, semi-private hospital, and the Medi-Pac Plan for every member and his dependents consistent with the rules and regulations of these Plans.

201.5

100 26

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

20.2

100 22
22

999

All plans, except the Ontario Health Insurance Plan, shall be administered by the Board.

Any rebate from these plans shall accrue to the Board.

The Board shall pay one hundred percent (100%) of the premium cost of a basic dental plan providing major restorative services at eighty percent (80%) co-insurance with a \$5,000.00 annual maximum per person, and orthodontic services at fifty percent (50%) co-insurance with a \$2,000.00 lifetime maximum per person, consistent with the rules and regulations of the plans, based on the 1991 Ontario Dental Association (O.D.A.) Schedule of fees.

20.2

100 21
21

22

Effective July 1, 1992, the 1992 Ontario Dental Association (O.D.A.) Schedule of fees shall become the effective schedule of fees for the purpose of this section.

As a clarification, Cadets shall be regarded as qualifying under all provisions of Article 14.01 in the Same way as Uniform staff.

DRAFT

ARTICLE 14 - WELFARE BENEFITS (cont'd)

14.02 It is recognized that the cost to the Board for providing members with an improved benefit programme is in excess of their share of the premium **rebate** from **the** Unemployment Insurance Commission for having **a** sick leave plan; **the** full premium rebate allowed by the Unemployment Insurance Commission will therefore continue to **be** retained by the Board.

14.03 The **Board shall** provide the following benefits to **those** members retiring after July 1, 1991, **who are** in receipt of **an** unreduced pension under the Ontario Municipal **Employees Retirement System (O.M.E.R.S.)** consistent **with** the Rules and Regulations **of** the appropriate Plans **until**:

- (a) such member attains 65 years of age; or
- (b) if the member dies while in receipt of **these** benefits, **until** the earlier of the member's **spouse** attaining 65 years of **age**, or **the** member, had he lived, would have attained 65 years of age; or
- (c) until the member and/or his spouse **has** (have) been in receipt of **these** benefits for 10 **years**,

whichever occurs first:

- (i) \$12,000.00 Group Term Life Insurance
- (ii) Health Benefits (semi-private and health care);
- (iii) Dental Benefits covered under this Agreement.

When **a** member is in receipt of **an** unreduced **pension** pursuant to the O.M.E.R.S. Disability provision under the basic plan, the above noted benefits will be provided until he reaches the age of sixty-five (65) years and **so** long **as** the member is considered by O.M.E.R.S. to **be** eligible for an O.M.E.R.S. disability pension.

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

- 1) if the member or his spouse does not have similar coverage at his/her place of employment; **and**
- 2) if the member's principal residence is in Ontario.

ARTICLE 14 - WELFARE BENEFITS (cont'd)

- 14.04 There shall be no alterations, amendments, additions or deletions to any of the benefits referred to in Article 14 without the written consent of the Association.
- 14.05 In the event of death of a member, the benefits provided under Article 14.01 shall be **maintained and paid** for in whole by the Board for the **spouse** and eligible dependents for a **period** of twelve (12) months.

ARTICLE 15 - PROMOTIONS

- 15.01 With respect to promotions within the **Force**, present members will receive prior consideration.

ARTICLE 16 - PLAIN CLOTHES OFFICERS

- 16.01 This benefit shall not apply to any member(s) who have been **assigned** in order to accommodate the officer (e.g. disability, pregnancy, under charge) **who** are not required to **perform** all the regular duties of the position.

Constables retained in the Detective Division (including Identification and Youth Bureau but excluding Mobile Support) and the Special Accident Investigation Bureau **beyond six (6) consecutive months** shall receive a premium of **two percent (2%)** of the First Class salary at **six (6) months**; four percent **(4%)** of the First **Class salary** at twelve **(12) months**; and eight percent **(8%)** of the First **Class salary** at twenty-four **(24) months**.

In the event that a constable leaves the Detective Division (including, **for purposes** of this Article the Identification Bureau, **Youth Bureau** and the **Special Accident Investigation Bureau**) for a **time**, but **returns within twelve (12) months** of leaving, **he** shall be credited with past consecutive **service** in **the** Detective Division for purposes of this Article.

As a clarification, it is noted that constables in the Detective Division **and the** Special Accident Investigation Bureau shall have their previous consecutive **service** or service with a **gap** of **up to twelve (12) months** as above in **the** Detective Division **and the** Special Accident Investigation Bureau, included for purposes of **this** Article.

DL

ARTICLE 17 - TRANSITIONAL SICK LEAVE BENEFIT PAYOUT

- 17.01 Every member covered by Article 17 of the 1985/86 Collective Agreement shall have his existing sick time credits adjusted on the day the new Short Term/Long Term Disability plan (Article 18 of this Agreement) becomes effective to reflect fifty percent (50%) of his credits at that time, and in any case this credit would not exceed 1040 hours.
- 17.02 Upon termination of service, a member will be entitled to payment for such adjusted sick time credit at the current salary of his rank at the date of his termination.
- 17.03 If a member dies during his employment with the Board, his estate will receive payment for such adjusted sick time credit at the current salary of his rank at the date of his death.
- 17.04 At the member's option, to be exercised in writing and delivered to the Secretary of the Board no later than November 30th, 1987, he shall elect to:
- a) be provided with payout of such adjusted sick time credit, annually in six equal instalments of such credit hours commencing March 31st, 1988, through to March 31st, 1993, at the member's current salary of his rank effective at the time of each payment; or
 - b) upon termination (as set out in clauses 17.02 and 17.03 of this Article), be provided with payout in cash as provided under 17.02 and 17.03 hereof; or
 - c) Subject to compliance with the O.M.E.R.S. Act and Regulations, use his adjusted sick time credit as credited time for pension purposes prior to his retirement. (For example, a member who has 1040 hours and effectively ceases work and goes on leave of absence on February 1st, with 33-1/2 years service, would be retained on the payroll for approximately six (6) months and his service for O.M.E.R.S. purposes would be 34 years.)

During that period of approximately six (6) months he would not be covered by the provisions of the Workers' Compensation Act and would not receive vacation, statutory holiday entitlement, or any other benefits hereunder save and except such insured benefits available to members hereunder. In any case service could not be extended under this option beyond a maximum of thirty-five (35) years of such use of adjusted sick time credits.
 - d) At the time of his retirement, a member who has previously elected option (c) under this Article may change his election, if desired, to option (b).

ARTICLE 17 - TRANSITIONAL SICK LEAVE BENEFIT PAYOUT (cont'd)

17.05 Failure to exercise his option within the time period specified by 17.04 shall mean the member elects the option under clause 17.04 (b). If a member who elects the option under clause 17.04 (c) is subsequently prevented from utilizing such option by O.M.E.R.S. Act and Regulations which may then be in effect, or if the member prior to utilization of such sick credit under clause 17.04 (c), he shall be entitled to benefits available under clause 17.04 (b).

ARTICLE 18 - INCOME REPLACEMENT PLANS

18.01 Each member shall be eligible to receive Short-Term Disability benefits following the (3) months of continuous service.

18.02 The Short-Term Disability Plan provides for the continuation of salary in whole and in part, for a period of eight hundred (800) hours if a member is absent due to occupational illness or accident. Benefits provided will be based on the individual member's length of service, and in accordance with the following schedule:

<u>Length of Service</u>	<u>100% Salary</u>	<u>66-2/3% Salary</u>
Less than 3 months	Nil	Nil
3 months but less than 1 year	Nil	800 hours
1 year but less than 2 years	40 hours	760 hours
2 years but less than 3 years	80 hours	720 hours
3 years but less than 4 years	120 hours	680 hours
4 years but less than 5 years	160 hours	640 hours
5 years but less than 6 years	200 hours	600 hours
6 years but less than 7 years	240 hours	560 hours
7 years but less than 8 years	280 hours	520 hours
8 years but less than 9 years	360 hours	440 hours

From 8/2/88 SR
20.18
100

74
99999

-
- 18.03 Short-Term benefits will be applicable for up to six hundred and eighty (680) hours for each separate **period of** disability in conjunction with the waiting **period** for Long-Term Disability. Short-Term benefits however will be limited in any individual member's anniversary years to the number of hours entitlement **as** indicated in Article 18.02.
- 18.04 Short-Term **benefits** will commence from the first regular **shift** of disability for the first three (3) absences in an anniversary year and from the fourth regular **shift** of disability for the fourth **and** subsequent absences.

In the event **a** member **is** recurrently absent from work due to one disabling injury, illness, disease, or **medical** condition, the member may make application through the chain of command to his Command Officer to have only the first of such recurrent absences charged against him for purposes **of** invoking the **waiting period** under the Income Replacement **Plan** (Article 18.04). Such application shall **be** submitted **as soon as** practicable **with** each recurrent absence.

If the Command Officer recognizes the member's recurrent absence to **be** the result of one disabling injury, illness, disease, or **medical** condition, the Command Officer shall approve the member's application. Such recognition may be conditional upon the member furnishing documentation from his medical advisor to support **his** application.

- 18.05 In the event **of** a member, after reporting for duty, having to report sick after he has completed in excess of one-half (1/2) of his regular tour of duty, no sick time will be deducted. In the event of a member **after** reporting for duty, having to report sick before he **has completed** one-half (1/2) of his regular tour of duty, he shall forfeit one-half (1/2) of the tour of **duty as sick** benefit.

DRAFT

ARTICLE 18 - INCOME REPLACEMENT PLANS (cont'd)

18.06 Members who have completed three (3) months continuous **service** will be allowed up to forty-eight (48) paid, non-cumulative, hours per anniversary year to provide income for illness or disability of **three (3) regular shifts or less.**

18.07 **A certificate** from a qualified **medical** practitioner may **be** required for any absence.

18.08 **The** Association **acknowledges** that the Unemployment Insurance premium **reductions** allowed to the Board by virtue of the existence of the **sick** leave plan **shall** be retained by the Board for the provision of the benefits **described** in this Article.

18.09 Short-Term benefits may not **be** used where **an** accident or injury results in lost time which was **caused** by a third party unless the member agrees in writing to permit the **Board** to subrogate their claim.

18.10 **The** Board **agrees** to contribute the full cost of the billed premiums towards a Long-Term **Disability Plan** which **will** provide sixty-six and two-thirds (66-2/3%) of **salary**, up to a maximum of **three** thousand five hundred dollars per month (\$3,500.00), after a waiting **period** of seventeen (17) **weeks**, consistent with the rules and regulations of the **plans.**

7010
100
75
0673500

18.11 In the event a member's application for Long-Term Disability (LTD) benefits **has** been approved by the LTD benefit carrier, and LTD benefits are **paid** to a member, or **to** the **Board** on his behalf, the **status** of the member's other benefit entitlements shall be amended **as** follows:

1. Credit towards vacation and statutory holiday benefits will be earned on a pro-rata **basis** for a further period **limited** to 35 **weeks** beyond the **date** the member **becomes** eligible for LTD benefits. At the end of 35 **weeks**, if the member continues to receive LTD benefits, credit towards vacation **and** statutory holidays **will** cease, **AND**
2. Benefits provided in Article 14.01, shall continue without restriction **as** long **as** the member **is** entitled to LTD benefits, **AND**
3. The Group Term Life Insurance benefit will be based upon the member's pre-disability **salary.**

In the event a member's application for Long-Term Disability (LTD) benefits **is** not approved by the LTD benefit carrier, the status of the member's other benefit entitlements **shall** be amended **as** follows:

DRAFT

ARTICLE 18 - INCOME REPLACEMENT PLANS (cont'd)

1. Credit towards vacation and statutory holiday benefits will ~~cease~~ the ~~date~~ the member depletes his Short-Term Disability bank, or upon receipt of 680 hours of Short-Term Disability benefits, whichever occurs first, AND
2. If a member has depleted his STD bank, but is not yet eligible for LTD, benefits provided in Article 14.01 shall continue until such time as a determination is made on a claim for LTD benefits.

Benefits provided in Article 14.01 shall cease once a written decision has been rendered by the insurance carrier denying the claim for LTD benefits.

If the member wishes continued coverage for the benefits outlined in Article 14.01, he shall reimburse the Board for the premium cost, AND

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

ARTICLE 19 - SPECIAL LEAVES OF ABSENCE

6314
1

19.01 A member shall be allowed up to five (5) days leave of absence with pay in the event of the death of his father, mother, spouse, child, brother or sister, and up to three (3) days in the event of the death of mother-in-law, father-in-law, or grandparents of the member or persons standing in loco parentis. Such time off is for the purpose of attending the funeral or making arrangements for the funeral. One (1) day shall be allowed in the case of grandparents of spouse. Only that portion of the five (5), three (3), or one (1) day which would otherwise have been working time shall be paid.

19.02 (a) Pregnancy Leave without pay shall be in accordance with ~~Part~~ Part XI of the Employment Standards Act of Ontario as amended, except that a member commencing such leave who is in receipt of U.I. pregnancy benefits pursuant to s.30 of the Unemployment Insurance Act shall be paid a supplementary unemployment benefit in an amount which with her U.I. pregnancy benefit brings her compensation to 75% of her regular weekly earnings. Such payment shall commence following completion of the 2 week unemployment insurance waiting period and shall continue while the employee is absent on Pregnancy Leave and is in receipt of such U.I. benefit for a maximum period of 15 weeks. "Regular weekly earnings" shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

581A
017
D² 57
115025
(9201)

ARTICLE 19 - SPECIAL LEAVES OF ABSENCE

5212
57
117075

5418
018
631M
M

56159
2

611A
018

631A
1

6315
09

Effective December 1, 1992, in respect of the two-week U.I. waiting period, the member shall be paid 75% of her regular weekly earnings.

- (b) Parental Leave without pay shall be in accordance with the Employment Standards Act of Ontario, as amended, up to 18 weeks. Any Pregnancy or Parental Leave granted must be ended by the member giving to the Chief of Police or his designate not less than two weeks notice prior to his/her scheduled return to work.
- (c) For a member who commences a Pregnancy or Parental leave, during the 17 week Pregnancy or 18 week Parental Leave the Board shall continue its premium payments for the member's benefits under Article 14, provided the member is eligible for, and receiving, UIC benefits.
- (d) Upon return to work from Pregnancy and/or Parental Leave, a member is entitled to the Same rank that he/she had on the last day worked prior to his/her leave. Seniority shall continue to accrue during the 17 or 18 weeks of a Pregnancy or Parental Leave.
- (e) The Board shall grant Parental Leave to a member who adopts a child provided the adoption is recognized by the laws of Ontario.

19.03 The Board will grant six (6) voting delegates leave of absence with pay to attend the Annual General Meeting of the Police Association of Ontario, plus one (1) voting delegate time off with pay to attend the Annual General meeting of the Canadian Police Association.

19.04 Executive members of the Association, as a group, will be allowed a total of fourteen (14) days off, with pay, each year to attend Police Association of Ontario meetings. No more than four (4) members shall be absent for this reason at any one time.

19.05 The Board shall grant, for the duration of this Agreement only, a leave of absence from Police duties to two members selected by the Association. The said leave of absence shall be without pay and the members so selected shall be considered full time members of the Peel Regional Police Force and entitled to the accumulation and debits of their sick leave. As such, they shall receive their normal remuneration and the Board shall invoice the Association on a monthly basis for all costs, exclusive of sick leave credits.

In the event of a situation as determined by the Association, a third member shall be granted the same privilege under the same conditions as noted in this Article, provided that it is on a temporary basis.

DRAFT

ARTICLE 19 - SPECIAL LEAVES OF ABSENCE (cont'd)

In the event that a member of the Peel Regional Police Association is elected to the Board of Directors of the **Police** Association of **Ontario**, the issue of time off with pay and maximum days per annum will be addressed by the parties.

19.06 Should a member be required by the Board to attend lectures or training courses, he shall be entitled to travelling **costs**, from the place of **training** to Police Headquarters and **return**. Such payment to be **equated** to the lesser of economy class air fare, or the then current Regional **Corporation** mileage rate between **the** two points concerned and conditional upon such member reporting to a Superior Officer at **Police** Headquarters. In addition, a per diem allowance of Five **Dollars** (\$5.00) will be provided. Such payments shall be made in advance.

L 2, A
4

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

For members attending the Ontario Police College at Aylmer, **Ontario**, an all inclusive allowance of Twenty-Five Dollars (**\$25.00**) per **week** will be provided. Such payment shall be made in advance.

19.08 Travelling expenses included in the initial or overall cost of any such lectures or courses as noted in Section 19.06, will not come under the provisions of that **Section**.

19.09 No member, while in the performance of his duties, shall be required to use any private vehicle other than one supplied by the Board.

ARTICLE 20 - PAID DUTY

20.01 Paid duty shall be on the basis of Peel Regional Police policy.

ARTICLE 21 - INJURED ON DUTY

21.01 When a member of the Service is absent by reason of illness or injury occasioned by, or as a result of his duties within the meaning of the Workers' Compensation Act, he will be entitled to his full pay and benefits while he is thereby incapacitated, and there shall be no loss of accumulated **sick** credits. "Full pay" shall be interpreted so as to preclude the possibility of members receiving a greater net pay while on Compensation than while working.

76
B

DRAFT

PA

ARTICLE 21 - INJURED ON DUTY (cont'd)

21.02 A member covered by the previous article, and involving a third party, **shall** not Executive **Secretary of the Board** in writing **of his** decision to take the benefit p: **of the Workers' Compensation Board** or not within **sixty (60) days** of the accident.

No benefits will be **paid** to **the** member beyond **the sixty (60) days** unless such no received. If a member **decides** to take action **against** a **third party**, such action include the recovery **of his full salary paid to him** during a **period of** incapacity. recovery shall be payable to the **Board** when received.

ARTICLE 22 - RESIDENCE

22.01 **Except as** noted below, a member may reside anywhere he **so pleases so long as** i not impede the **performance** of his **duties**.

Any new personnel hired, **shall** be **hired** on the **basis of conditions** as to resi established by the Board/Chief.

ARTICLE 23 - CERTIFICATE OF SERVICE

23.01 The **Board** agrees **that a** member **who has** *ceased* employment with the **Board w** given a **certificate** of **service**, outlining his **rank**, length of service and **any** traini courses he has undertaken.

This certificate is to be provided to the member on, or before his termination, and state that it **is not a** recommendation or otherwise.

ARTICLE 24 - EDUCATION

24.01 The **Board** agrees to **pay** all tuition fees, the cost **of textbooks**, and materials require **all** members attending **a course of study that is related** or beneficial to the Police s and approved by the **Board** for that individual.

ESIB
1



ARTICLE 25 - GRADATION OF RANK

25.01 Any Constable attaining an overall percentage at the Ontario Police College Recruit course in excess of ninety percent (90%) shall be eligible for a special review for re-classification.

ARTICLE 26 - PAYROLL DEDUCTION

26.01 The Board agrees that they, through the Regional Municipality of Peel, will provide payroll deduction for the members, for the payment of all benefits, credit union deductions and the deduction of dues on behalf of the Association.

ARTICLE 27 - GRIEVANCE PROCEDURE

27.01 Subject to the rights and procedures provided by and under the Police Services Act, the parties hereto agree to the following Grievance Procedure:

STEP 1

The grievance shall be reduced to writing and submitted to the Senior Officer in Charge of the Division or Unit. A Senior Officer shall meet with the aggrieved member, who may be accompanied by a representative of the Association at this step. The Senior Officer shall render his written decision within six (6) working days following such meeting.

As clarification it is noted that the Board shall have the right, at its discretion, to release cadets from employment, and consequently such cadets shall not be permitted to lodge a grievance relating to their suspension or discharge.

STEP 2

Failing satisfactory settlement under Step 1, the written grievance shall be submitted to the Chief of Police within a period of six (6) working days after the decision rendered under Step 2. The member may be accompanied by two representatives of the Association at this step. The Chief of Police shall render his written decision within six (6) working days following such meeting.

ARTICLE 27 - GRIEVANCE PROCEDURE (cont'd)STEP 3

- a) Failing satisfactory settlement under **Step 2**, the Association's Committee **shall** arrange to **bring** the matter in dispute before the Board at the earliest possible date. The Board shall render its written decision within **three (3)** weeks following such meeting with the Grievance **Committee**.
- b) Despite **the foregoing** the Board may **refuse** to consider any complaint, the circumstance **of** which arose more than twenty-five **(25)** days before the said complaint was submitted to the Superior Officer **as** outlined in Step 1 above. **This** applies only **if** the aggrieved member **has** been made aware **of** the relevant facts within the twenty-five (25) day limitation.

In the event that the member does not receive a response, for the purpose of setting a meeting, **on** submission of a grievance **at** any Step in this procedure within Twenty-five **(25)** days of such submission, the member may submit the grievance to the next Step of the procedure.

STEP 4

The Association may, within **fifteen** (15) working days after receipt **of** the written decision of the **Board**, require that the grievance be **submitted** to a single Arbitrator **by** notifying **the** Board in **writing** of its desire to do **so**. Within thirty **(30)** days of such **notice** to the Board, **the** two parties shall **appoint** a mutually acceptable Arbitrator. If the two parties **fail** to agree upon the selection of **an** Arbitrator, **the** appointment **shall** be made **by** **the** Solicitor **General of** Ontario upon the request **of** either of the parties **hereto**.

The decision at each step above **shall be** final **and** binding **upon** the **Board** and the Association and **upon** a member affected by it, unless a subsequent Step is taken within the times hereinbefore **limited**. The Association shall **be confined** to the Grievance and redress sought **as** set forth in the written grievance **filed** **as** provided in Step 1.

No matter may be submitted to arbitration which **has** not been properly processed through **all** previous Steps **of** the Grievance Procedure, **but** any time limit herein **contained** may **be** extended by mutual consent.

An arbitrator **set** up under Step 4 of the Grievance Procedure shall not **have** power to add to, subtract from, alter, modify or amend any part of this Agreement, nor otherwise make any decision inconsistent with this Agreement.



ARTICLE 25 - GRADATION OF RANK

25.01 Any Constable attaining an overall percentage at the Ontario Police College Recruit course in excess of **ninety** percent (90%) shall **be** eligible for a special review for re-classification.

ARTICLE 26 - PAYROLL DEDUCTION

26.01 The Board agrees that they, through the Regional Municipality of Peel, will provide **payroll** deduction for the members, for the payment of **all** benefits, credit union deductions and the deduction of dues on behalf of the Association.

ARTICLE 27 - GRIEVANCE PROCEDURE

27.01 Subject to the rights and procedures provided by and under the Police Services Act, the **parties** hereto agree to the following Grievance Procedure:

STEP 1

The grievance shall be reduced to writing and **submitted** to the Senior Officer in Charge of the Division or Unit. A Senior **Officer** shall meet **with** the aggrieved member, who may be **accompanied** by a representative of the Association at **this step**. The Senior Officer shall render **his written** decision within six (6) working days following such **meeting**.

As clarification it is **noted** that the Board shall have the right, at its discretion, to release **cadets** from employment, and consequently such cadets shall not be permitted to lodge a grievance relating to their suspension or discharge.

Failing satisfactory settlement under Step 1, the written grievance shall be submitted to the Chief of **Police** **within** a **period** of six (6) working days after the decision rendered under **Step 2**. The member may be accompanied by two representatives of the Association at **this step**. The Chief of **Police** shall render his written decision within six (6) working days following such meeting.

ARTICLE 27 - GRIEVANCE PROCEDURE (cont'd)

STEP 3

- a) Failing satisfactory settlement under Step 2, the Association's **Committee** shall arrange to bring the matter in dispute before the Board at the earliest possible date. The Board shall render its written decision ~~within~~ three (3) **weeks** following such meeting with the Grievance Committee.

- b) Despite the ~~foregoing~~ the Board may **refuse** to consider any complaint, the circumstance of which ~~arose~~ ^{more than} twenty-five (25) days before the said complaint was submitted to the ~~Superior~~ Officer **as** outlined in Step 1 above. **This** applies **only** if the aggrieved member has been made aware of the relevant facts within the twenty-five (25) day limitation.

In the event that the member does not receive a response, for the purpose of setting a meeting, **on** submission of a grievance at any Step in this procedure within Twenty-five (25) days of such submission, the member may submit the grievance to the next Step of the procedure.

STEP 4

The Association **may**, within fifteen (15) working days after receipt of the written decision of the Board, require that the grievance **be** submitted to a single Arbitrator by notifying the Board in **writing** of its desire to do **so**. Within thirty (30) days of such notice to the Board, **the** two parties **shall** appoint a mutually acceptable Arbitrator. If the two **parties** fail to **agree** upon the selection of an Arbitrator, the appointment shall be made by the Solicitor General of Ontario upon the request of either of the parties hereto.

The decision at each **step** above shall be final and binding upon the Board **and** the Association and upon **a** member **affected** by it, unless **a** subsequent Step is taken within the ~~times~~ hereinbefore **limited**. The Association shall be confined to the Grievance and redress sought **as** set forth in the ~~written~~ grievance ~~and~~ **as** provided in Step 1.

No matter **may** be submitted to arbitration which has not been properly processed through **all** previous Steps of the Grievance Procedure, but any time limit herein **contained may** be extended by mutual consent.

An arbitrator set up under Step 4 of the Grievance Procedure shall not have power to add **to**, subtract from, alter, modify or amend any part of this Agreement, nor otherwise make **any** decision inconsistent with this Agreement.

ARTICLE 27.01

Amend to read:

Subject to the rights and procedures provided by and under the Police Services Act, the parties hereto agree to the following Grievance Procedure.

STEP 1

The grievance shall be reduced to writing and submitted to the Senior Officer in Charge of the Division or Unit. A Senior Officer shall meet with the aggrieved member, who may be accompanied by a representative of the Association at this step. The Senior officer shall render his written decision within six (6) working days following such meeting.

As clarification it is noted that the Board shall have the right, at it's discretion, to release cadets from employment, and consequently such cadets shall not be permitted to lodge a grievance relating to their suspension or discharge.

STEP 2

Failing satisfactory settlement under Step 1, the written grievance shall be submitted to the Chief of Police within a period of six (6) working days after the decision rendered under Step 2. The member may be accompanied by two representatives of the Association at this step. The Chief of Police shall render his written decision within six (6) working days following such meeting,

STEP 3

Step 4 to be incorporated at Step 3, with the following addition to item (b);

In the event that the member does not receive a response, for the purpose of setting a meeting, on submission of a grievance at any Step in this procedure within Twenty-Five (25) days of such submission, the member may submit the grievance to the next Step of the procedure.

STEP 4

Step 5 to be incorporated as Step 4.

DRAFT

ARTICLE 27 - GRIEVANCE PROCEDURE (cont'd)

Either **party** to this Agreement may lodge a grievance in writing with the other **party** on any difference between the **parties** concerning the interpretation, application or administration of this Agreement, including any question **as** to whether a matter is arbitrable and such grievance shall commence at **Step 3** and the said **Step 3** and **Step 4** shall apply mutatis mutandis to such grievance.

ARTICLE 28 - PENSION AND RETIREMENT

- 28.01 All members shall participate in the final average earnings basic pension plan under the Ontario Municipal Employees Retirement System (OMERS). The Board and each member **shall** contribute the amount required under the OMERS legislation and regulations.
- 28.02 The **parties** agree that **no** member shall retire later than age **sixty** (60).
- 28.03 The O.M.E.R.S. Basic and **Types I** and **III** Plans shall **be** administered consistent with the **Rules** and Regulations **of the** O.M.E.R.S. Pension Plan.
- 28.04 **Any** member **of** the Service may establish credited **service** in the existing pension provisions for all or **part** of his/her active **military** service in **His** or Her Majesty's military, naval or **air** forces in World ~~War~~ **II** or **the** Korean **War**, in accordance with the provisions of the Ontario Municipal Employees Retirement System Act and Regulations; the application for such credited military **service** will be in accordance with the provisions of **the** Ontario Municipal Employees Retirement System Act and Regulations.
- 28.05 On the condition that "past service" (**as** defined below) **can be treated as** credited **service** under O.M.E.R.S. and on the condition that there **is** no cost whatsoever to the **Board** or the Regional Municipality in the member purchasing such past **service**, the Board agrees to endeavour to **obtain** from O.M.E.R.S. for those members applying within time limits and pursuant to procedures established **by** O.M.E.R.S. or the Board, O.M.E.R.S. supplemental optional service coverage for a member's past **service** **as** follows:
- i) **service** **with** any municipality or local Board in Canada;
 - ii) **service** with the **staff** of **any** **Board**, Commission or public institution established under **an** Act of **Canada** or any Province of Canada;
 - iii) **service** **with** the civil **service** of Canada or any Province **of** Canada.

DRAFT

b)

Where an investigation is commenced under **Part VII** of the Police Services Act and it appears to the Chief of Police that officers of the Peel Regional Police require legal counsel in responding to the investigation, the Chief of Police may arrange for legal counsel to provide counsel to such officers in connection with the investigation on such terms **as** the Chief considers appropriate. **As soon as** practicable, the Chief **shall** bring his action **and** his recommendation to the attention of the **Board** who may approve or alter the **terms of** retention of such legal counsel or the Chief's recommendation in respect thereof. Neither the **Board** nor the Chief **shall** provide legal counsel after the completion **of** the investigation or the laying of information(s), **as** Article 29 of the Uniform Collective Agreement is intended to govern such matters.

3. A member, within 48 hours (excluding Saturday, Sunday, **Statutory** Holidays) of submitting **a** written resignation, may request the Chief of Police, either directly or **through** the Association to withdraw such resignation. The Chief of Police, after investigation, will determine the matter.
4. The Board agrees to **introduce a policy** to permit **an** Application for Pension to be submitted through the Region of **Peel** Payroll Office, to OMERS **Sixty** Days in advance **of** the member's Retirement Date provided that;
 - (1) The member **has** notified the Board, in writing *thirty days* in advance of the application, of his intention to retire and retirement date, **and**
 - (2) The member has provided a written account **of** the **days to be** worked **and/or** taken **as** leave for the remainder of ~~the~~ member's schedule to the **date** of retirement.

DRAFT

The Regional Municipality of Peel Police Services Board advises the Peel Regional Police Association of its policies on the following matters, such policies are not intended to form a part of the Collective Agreement:

1. Subject to the exigencies of the service, a member assigned to Uniform Patrol shall be assigned a one hour lunch period, provided such lunch period shall
 - a) not commence before the completion of three hours of duty nor be completed after the completion of eight hours of duty, when the member is assigned to a ten hour tour of duty; and
 - b) not commence before the completion of two hours of duty nor be completed after the completion of six hours of duty, when the member is assigned to an eight hour tour of duty.

2. a) A member who may be eligible for legal indemnification under Article 29 of the Collective Agreement and who wishes to apply for funds to provide his counsel with a deposit on account of fees, if such deposit is required, may make application for such funds if
 - (i) the member needs counsel because he has been charged with an offence against the Criminal Code based on the information of someone other than a police officer and the member's offence is alleged to have been committed during the arrest or laying of charges against a suspect or during the events leading thereto;
 - (ii) it appears that Article 29.03 of the Collective Agreement does not apply;
 - (iii) the amount requested does not exceed \$2,000 or is deemed reasonable by the Solicitor for the Regional Municipality;
 - (iv) in a manner and form satisfactory to the Solicitor of the Regional Municipality, the member and the Association agree to repay the funds to the Board in the event that the member is not entitled to indemnification under Article 29 of the Collective Agreement.
 - (v) the Chief of Police so recommends.



DRAFT

ARTICLE 30 - LAY-OFF (cont'd)

- (iii) In the absence of the above, by random draw in the presence of the members concerned.
- 30.06 During the initial 6 months of lay-off and provided the member remains qualified for recall, the member shall continue to receive the benefits provided under Article 14.01, to be maintained and paid for in whole by the Board.
- 30.07 The lay-off of a member will not be considered a termination of employment until the completion of the two year period referred to in 30.04(b) and the requirements of the **Police Services Act** have been complied with in respect of the member's termination. A member who is no longer eligible for recall because of misconduct (30.04(b)) or because of misconduct (30.04(b)) or because of failure to respond to recall or to return to work as provided in 30.04(a) or who submits written notification to the Board waiving any right to recall or re-employment with the Board shall be deemed to have terminated his/her employment with the Board.
- 30.08 **Nothing** in this article precludes the Association from challenging the adequacy and effectiveness of police services required of the Board under the **Police Services Act**.

ARTICLE 31 - TERMINOLOGY

- 31.01 Wherever applicable in this Agreement, the singular number shall include the plural and the masculine gender shall include the feminine.

In all instances of reference to the Chief of **Police**, it is acknowledged that the Chief may delegate his authority as he sees fit.

ARTICLE 32 - DURATION

- 32.01 The terms and conditions of this Agreement shall remain in full force and effect from January 1, 1992 to December 31, 1992 and thereafter until replaced by a new Agreement, decision or award. Either party may give notice to the other party in writing not more than ninety (90) days previous to the expiry date of their desire to bargain for the purpose of making a new Agreement or amendments to the existing Agreement.

Within fifteen (15) days of service of such notice and in any case no less than thirty (30) days prior to the expiry date of this Collective Agreement, each party shall provide to the other party a list of the changes it requires to the agreement.

ARTICLE 30 - LAY-OFF (cont'd)

30.02 Officers will be **recalled** in reverse order of lay-off.

30.03 No new officer **shall be** hired while any officer with recall rights has not been pro
With **recall opportunity, except with** the consent of the Association.

30.04 (a) A constable **selected** for recall **shall** be informed of such by written notice. notice shall **be** considered received **by** the member when mailed Registered . to the last **known** address **of** the member **as shown on the record of** the F It shall be the responsibility of each member **on lay-off** to **keep** the Force ad **of** his/her current address. Within **ten** calendar days **after a** member rece notice he/she must advise **the** Force in writing that he/she accepts **such** recal will be able to commence employment on **the date** specified **in** the notice, **and all** re-employment/recall **rights granted** to a member shall terminate such member's failure to reply within 10 days **of** receipt **of the notice or** i member does not agree to **return** to duty **within** 14 days of receipt of the n or within 14 days of the recall date specified on **the** notice whichever is lat

(b) **A** member on lay-off shall retain his/her **right** to recall after a lay-off for a pe of two **years** commencing With the effective **date** of the lay-off, provided member has not been found **guilty of an** act of misconduct resulting in member's dismissal from **the Force**.

A member on lay-off remains subject to discipline under the Police Services .

(c) During the **period** of lay-off a member on lay-off **shall not be entitled** to an the provisions **of** the Agreement except the right to recall **as** provided in article.

30.05 For the purposes **of** the above **lay-off and** recall provision,

(a) **"Seniority"** means continuous service in **the** Force **as a** Police Officer.

(b) **If** two or more members have the same "seniority", the **Board** shall determ seniority for lay-off based on, in this order:

(i) **Length** of prior **service as a** Police Officer with the Peel Regional Po Force,

(ii) **Length of prior** service **as a** civilian member **of the Peel Regional Po** Force (including service **as a** cadet),

DRAFT

SIGNED AT _____ THIS ____ DAY OF _____, _____

THE REGIONAL MUNICIPALITY OF PEEL
POLICE SERVICES BOARD

THE PEEL REGIONAL POLICE
ASSOCIATION

CHAIR

PRESIDENT

VICE-CHAIR

ADMINISTRATOR

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER

PEEL REGIONAL POLICE ASSOCIATION

50.12
/

SCHEDULE "A"

Effective January 1, 1992

Staff Sergeant/ Detective Sergeant	\$64,063.00
Sergeant/Detective	\$57,656.00
Constable - 1st Class	\$51,250.00
- 2nd Class	\$44,601.00
- 3rd Class	\$39,579.00
- 4th Class	\$32,766.00
Cadet - 1st Class	\$28,304.00
- 2nd Class	\$26,457.00
- 3rd Class	\$24,915.00

Annual salary shall be based on a maximum of 2,080 hours.

To arrive at the hourly rate of pay, 2080 hours are divided into the determined annual salary.

DRAFT

SCHEDULE 'B'Compressed Work Week. Uniform Patrol

- .01 The Compressed Work Week Schedule is not intended to reduce a member's regular **salary** nor to increase a member's premium pay. The terms of the Collective Agreement shall **be interpreted in conformity with this** principle.
- .02 Article 7.01 shall **be** amended for **those** officers on Compressed Work Week Schedule to provide for an average work **week** of 40 hours over the period of the Compressed Work Week Cycle. The 10-10-8 hour shifts and the rotation of Day Tours, Afternoon Tours **and** Nights Tours of Patrol Officers shall continue **as** set out in Schedule B-1 attached hereto.
- .03 If **the** Schedule results in an officer working less than an average of 40 hours per **week** (including a 60 minute paid lunch period in each tour of duty) over the **period of the** Cycle, the officer **is** required (but not necessarily during the course of **each** Cycle) to **make up** such time by attending training sessions or performing **other police** duties **as** required or, **upon** mutual consent prior to November 30, the option to deduct from the compensation bank at the discretion of management. Each hour **so** spent shall be considered **as** one hour worked to make up for hours paid for but not worked during any Cycle. **If** insufficient hours are worked **as** make-up time by November 30 in any **year**, **the** hours not worked but paid for shall be charged (i.e. debited) to the officer. **Any debit** shall **be** discharged **by** the officer **by** crediting overtime or court time (Article 11) at the earliest opportunity. The member shall be given **as** much **notice** as possible and, in any event, no officer shall be required to attend any **such** training session or perform duties under **this** clause on less than **2 weeks notice** and providing such **does** not interfere with pre-authorized annual vacation or pre-authorized leave.
- .04 **A** member assigned from the regular 40 hours per week work schedule to the Compressed Work Week Cycle or vice versa or taking in-service training courses (excluding those forming part of make-up referred to in .03 hereof) may have his tours **and** schedules varied in a reasonable fashion in order **to** achieve a total working time **equal** to that which the member would have had if such assignment had not **occurred**. No premium under 7.02 shall apply to **such** hours.
- .05 The Employer shall consult with the Association and the Association shall **be** given an opportunity to **respond** before any changes (of other **than** a temporary nature due to **operational** requirements) are introduced to platoon or shift starting times, but nothing herein **affects** a member's right to call **back** under 7.06.

SCHEDULE 'B' (cont'd)

- .06** **An** officer's regularly scheduled day off (but not a lieu day off) shall not be altered **except** ~~for~~ a special operational requirement of a temporary nature. The officer shall be provided with reasonable notice, taking into account the amount of notice the Employer has of the special operational requirements of a temporary nature giving rise to the change but, in any event, no less than 7 days notice shall be given. If insufficient notice is given and the officer does not voluntarily consent to change his schedule day off, the officer shall be entitled to be paid for the time worked on such regularly scheduled day off at the rate of time and one-half of his regular hourly rate. If time worked on the scheduled day off is overtime, no additional premium under this clause is payable.
- .07** No premium under .06 is payable to a member who is transferred to another bureau, unit, division or shift provided he received no less than 14 days notice of such change, the officer may consent to waive such notice.

Regional Municipality of Peel Police Services Board, Brampton and Peel Regional Police Association (Ind.) (1,130 police officers): A 12-month renewal agreement effective from January 1, 1992, to December 31, 1992, settled in October at the arbitration stage. Duration of negotiations - 12 months.

Wages: Effective **Jan. 1/92**

General Increase 2.5%

Annual Rates

Cadet **\$24,915**
3rd class (\$24,307)

Constable **\$32,766**
4th Class (**\$31,967**)

Constable **\$51,250**
1st Class (\$50,000)

Staff Sergeant **\$64,063**
(\$62,500)

Senior Constable Premium - 2.0 (1.5) per cent of regular salary. Applicable to 1st Class Constables with 10 or more years' service. Officers receiving this premium are not eligible for service pay.

Service Pay - \$6 per month for every 5 years of continuous service, paid annually and applicable to every member except Cadets and Senior Constables (unchanged).

Hours of Work 40 per week (unchanged).

Paid Holidays: 11 (unchanged).

Paid Vacation: 2 weeks after 1 year, 3 after 4, 4 after 10, 5 after 16, 6 after 22, and 7 after 30 (unchanged).

Lay-off Procedure (new): Lay-offs and recalls to be made on the basis of seniority; 60 calendar days' notice prior to lay-off; recall rights applicable for 2 years; no lay-offs in the ranks of Sergeant/Detective or Staff Sergeant/Detective Sergeant.

Maternity Leave: **Supplemental Benefit** - Effective December 1, 1992, employee to receive an amount equal to 75.0 per cent of regular salary during 2-week U.I. waiting period (new addition).

WAGE CARD FOR AGREEMENT NO. 0719705

JURISDICTION

FED	AGREEM. EFFEC. DATE: 920101	SETTLEMENT DATE: 921002
PROV X	AGREEM. EXP. DATE: 921231	WAGE EFFECTIVE DATE: 920101
PSSRA	NO. OF EMPLOYEES: 1130	WAGE REOPENER DATE:
		STAGE OF SETTLEMENT: ARB
		DUR. OF NEGOTIATION: 12

SIC: 951

COMPANY: Peel Regional Police Services Board (Uniform)

UNION: Peel Regional Police Association

LOCATION: Brampton, Ont.

COLA: NONE X DELETED EXISTE INACTIVE
COMMENTS:

OCCUP.: CONSTABLE 3RD CLASS

HOURS WORKED: 2080.00

PREV. NEG. BASE RATE: 18.564 + COLA FOLD-IN AMT: (0.000) = 18.564

DATE	RATE	%	DATE	RATE	%	DATE	RATE	%
920101	19.028	2.50		0.000	0.00		0.000	0.00

WAGE INCREASES:
> 920101 - 2.5% ATB
>

LUMP SUM PAMNTS:
CHNGS. IN INCR.:
SPEC. ADJ.:
OTHER:

*** PREVIOUS COLA INFORMATION ***

CARRY-OVER FLOAT = 0.000	FOLD-INS OF CARRY-OVER FLOAT: (Y or N)			
DATE AMOUNT	DATE AMOUNT	DATE AMOUNT	DATE AMOUNT	DATE AMOUNT

*** CURRENT COLA INFORMATION ***

CPI TYPE: < # OF CALC.: COMP FB.

COLA TYPE:

>

>

TRIGGER:

CAP:

COMP. PER.:

FOLD-IN DTS:
OTHER:

**IN THE MATTER OF AN INTEREST ARBITRATION RE 1992 CONTRACT BARGAINING;
UNIFORM COLLECTIVE AGREEMENT**

BETWEEN:

**THE REGIONAL MUNICIPALITY OF PEEL POLICE SERVICES BOARD
(the "Employer")**

- AND -

**THE PEEL REGIONAL POLICE ASSOCIATION
(the "Association")**

BOARD OF ARBITRATION:	R.D. JOYCE	-	CHAIRMAN
	I, ROLAND	-	ASSOCIATION
			NOMINEE
	B. LIGHT	-	EMPLOYER
			NOMINEE

APPEARANCES:

FOR THE EMPLOYER:	B.H. STEWART	-	COUNSEL
	J. BERTRAM		
	D. CAIRD		
	G. CHRISTIE		
	K. BESTER		
FOR THE ASSOCIATION:	D. GRIFFIN	-	ADMINISTRATOR
	DR. R.K. HOUSE, Ph.D	-	ADVISOR
			(SALARIES)
	L. DOBSON		
	R. WOODS		
	T. OGILVIE		
	M. DOUGALL		
	OTHERS		

**A hearing into this matter was held in Mississauga, Ontario, on July
21, 23, 24, 1992.**

NOV - 9 1992

A

The Peel Regional Police Service is the second largest municipal police force in Ontario, with a complement of Uniform personnel totalling 1,132 as at January 1, 1992:

CHIEF OF POLICE	1
DEPUTY CHIEF	2
STAFF SUPERINTENDENT	1
SUPERINTENDENT	2
STAFF INSPECTOR	1
INSPECTOR	26
STAFF SERGEANT/DETECTIVE SERGEANT	57
SERGEANT/DETECTIVE	176
FIRST STAFF CONSTABLE	493
SECOND CLASS CONSTABLE	115
THIRD CLASS CONSTABLE	154
FOURTH CLASS CONSTABLE	68
POLICE CADET	30

NOTE: Ranks of Inspector and above are excluded from the bargaining unit,

In addition, the Service has an authorized strength of 416 full-time Civilian Members, and approximately 50 part-time Civilian personnel.

The Force was formed on January 1, 1974, with the amalgamation of five municipal police forces: Mississauga, Brampton, Port Credit, Chinguacousy and Streetsville. The authorized strength of the Force in 1974 was 467 Police Officers, 14 Cadet, and 78 Civilian Members. With the surge of development within the Region of Peel the Service has experienced tremendous growth over the past eighteen years,

The Service is responsible for a policing population of 686,795 with a Regional population of 720,405. The density per square mile is 3,180 people in a rapidly urbanizing area of approximately 216 square miles.

The fact that the Pearson International Airport is located in the Region adds to the responsibilities placed on the members of this Force.

The policing of the northern and rural portion of the Region of Peel is contracted out to the Ontario Provincial Police.

MATTERS AGREED BETWEEN THE PARTIES AND FORMING PART OF THIS AWARD FOLLOW

ARTICLE 4.04 (NEW)

Disciplinary procedures such as conduct sheets, written warnings or disciplinary statements of a derogatory nature entered on the officer's record, which have not resulted in a Discipline Charge, shall be removed two years after being entered, provided that during that time no other incidents of misconduct have been documented or entered into his record.

ARTICLE 7.02

The provisions of this article as agreed to in the 1991 negotiations shall be amended to include that members may, on a quarterly basis, make application to have all or a portion of the hours credited in their overtime bank paid to them within thirty days of such application.

ARTICLE 8.01

Amend this article to include:

This benefit shall not apply to any member(s) who have been assigned in order to accommodate the officer, (e.g. disability, pregnancy, under charge) who are not required to

perform all the regular duties of the position, and not required to wear Civilian Attire.

ARTICLE 16.01

Amend this article to include:

This benefit shall not apply to any member(s) who have been assigned in order to accommodate the officer (e.g. disability, pregnancy, under charge) who are not required to perform all the regular duties of the position.

ARTICLE ~~27.01~~

Amend to read:

Subject to the rights and procedures provided by and under the Police Services Act, the parties hereto agree to the following Grievance Procedure.

STEP 1

The grievance shall be reduced to writing and submitted to the Senior Officer in Charge of the Division or Unit. A Senior Officer shall meet with the aggrieved member, who may be accompanied by a representative of the Association at this step. The Senior Officer shall render his written decision within six (6) working days following such meeting.

As clarification it is noted that the Board shall have the right, at its discretion, to release cadets from employment, and consequently such cadets shall not be permitted to lodge a grievance relating to their suspension or discharge.

STEP 2

Failing satisfactory settlement under Step 1, the written grievance shall be submitted to the Chief of Police within a period of six (6) working days after the decision rendered under Step 2. The member may be accompanied by two representatives of the Association at this step. The Chief of Police shall render his written decision within six (6) working days following such meeting.

STEP 3

Step 4 to be incorporated at Step 3, with the following addition to item (b);

In the event that the member does not receive a response, for the purpose of setting a meeting, on submission of a grievance at any Step in this procedure within Twenty-five (25) days of such submission, the member may submit the grievance to the next Step of the procedure.

STEP 4

Step 5 to be incorporated as Step 4.

ARTICLE 14.01

To be amended to provide that effective July 1, 1992, the 1992 O.D.A. Schedule of Fees shall become effective.

ARTICLE 8.02

Effective December 31, 1992, to be amended to delete the reference to \$235 and in place thereof a committee shall be struck to implement by January 1, 1993, a voucher system in place of the payment under existing 8.02 provided that no additional cost is occasioned by the Board in 1993 beyond that incurred in 1992 with respect of the members of the Unit. A committee will be created with representatives of the Employer and the Association to plan the implementation of the cleaning voucher system. It is suggested that two representatives from the Employer and the Association form such committee.

POLICY

The Board agrees to introduce a policy to permit an Application for Pension to be submitted through *the* Region of Peel Payroll Office, to OMERS Sixty Days in advance of the member's Retirement Date provided that;

- (1) The member has notified the Board, in writing thirty days in advance of the application, of his intention to retire and retirement date, and
- (2) The member has provided a written account of the days to be worked and/or taken as leave for the remainder of the member's schedule to the date of retirement.

ARTICLE 30 - LAY-OFF

30 Where the Board has made a decision to reduce the complement of the Service, the following system of lay-off and, if subsequently required, termination shall apply:

30.01 Constables shall be laid off based on seniority, those constables with the least seniority shall be the first to be laid off. Members shall receive at least 60 calendar days' notice prior to the effective date of the lay-off or payment in lieu thereof except for probationary members who shall receive at least 30 days' notice prior to the effective date. The Board agrees that there shall be no lay-offs in the ranks of Sergeant/Detective or Staff Sergeant/Detective Sergeant.

30.02 Officers will be recalled in reverse order of lay-off.

30.03 No new officer shall be hired while any officer with recall rights has not been provided with recall opportunity, except with the consent of the Association.

30.04(a) A constable selected for recall shall be informed of such by written notice. This notice shall be considered received by the member when mailed Registered Mail, to the last known address of the member as shown on the record of the Force. It shall be the responsibility of each member on lay-off to keep the Force advised of his/her current address. Within ten calendar days after a member receives notice he/she must advise the Force in writing that he/she accepts such recall and will be able to commence employment on the date specified in the notice. Any and all re-employment/recall rights granted to a member shall terminate upon such member's failure to reply within 10 days of receipt of the notice or if the member does not agree to return to duty within 14 days of receipt of the notice or within 14 days of the recall date specified on the notice whichever is later.

30.04(b) A member on lay-off shall retain his/her right to recall after a lay-off for a period of two years commencing with the effective date of the lay-off, provided the member has not been found guilty of an act of misconduct resulting in the member's dismissal from the Force.

A member on lay-off remains subject to discipline under the Police Services Act.

- (c) During the period of lay-off a member on lay-off shall not be entitled to any of the provisions of the Agreement except the right to recall as provided in this article.

30.05 For the purposes of the above lay-off and recall provision,

(I) "Seniority" means continuous service in the Force as a Police Officer.

(11) If two or more members have the same "seniority," the Board shall determine seniority for lay-off based on, in this order:

(i) Length of prior service as a Police Officer with the Peel Regional Police Force,

(ii) Length of prior service as a civilian member of the Peel Regional Police Force (including service as a cadet),

(iii) In the absence of the above, by random draw in the presence of the members concerned.

30.06 During the initial 6 months of lay-off and provided the member remains qualified for recall, the member shall continue to receive the benefits provided under article 14.01, to be maintained and paid for in whole by the Board.

30.07 The lay-off of a member will not be considered a termination of employment until the completion of the two year period referred to in 30.04(b) and the requirements of the Police Services Act have been complied with in respect of the member's termination. A member who is no longer eligible for recall because of misconduct (30.04(b)) or because of failure to respond to recall or to return to work as provided in

30.04(a) or who submits written notification to the Board waiving any right to recall or re-employment with the Board shall be deemed to have terminated his/her employment with the Board.

30.08 Nothing in this article precludes the Association from challenging the adequacy and effectiveness of police services required of the Board under the Police Services Act.

MATTERS OUTSTANDING

ARTICLE 6 - SALARIES

ARTICLE 6.02 - SENIOR CONSTABLE PREMIUM

ARTICLE 9 - ANNUAL LEAVE

ARTICLE 10 - STATUTORY HOLIDAYS (ASSOCIATION AND EMPLOYER PROPOSALS)

ARTICLE 12 - SERVICE PAY (ASSOCIATION AND EMPLOYER PROPOSALS)

ARTICLE 13 - SHIFT DIFFERENTIAL

ARTICLE 19.02 - PREGNANCY LEAVE

ARTICLE 19.04 - ASSOCIATION LEAVE

ARTICLE 29 - LEGAL INDEMNIFICATION

ARTICLE 6 - SALARIES

The current salary schedule is set out in Schedule "A" as follows:

SCHEDULE "A"

EFFECTIVE JANUARY 1, 1991

Staff Sergeant/ Detective Sergeant	\$62,500.00
Sergeant/Detective	\$56,250.00
Constable - 1st Class	\$50,000.00
- 2nd Class	\$43,513.00
- 3rd Class	\$38,614.00
- 4th Class	\$31,967.00
Cadet - 1st Class	\$27,614.00
- 2nd Class	\$25,812.00
- 3rd Class	\$24,307.00

Annual salary shall be based on a maximum of 2,080 hours.

To arrive at the hourly rate of pay, 2,080 hours are divided into the determined annual salary.

The Association proposes a salary increase for 1992 of 2.5% effective January 1, 1992, and a further increase of 2.5% on September 1, 1992.

The Employer's response is that the more appropriate adjustment would be an increase on January 1, 1992, of 1% for the rank of 1st Class Constable and above, and no increase for the ranks of 2nd Class, 3rd Class and 4th Class Constables, and Cadets.

The Association recognizes the financial difficulties faced by all levels of government, as well as the mood of the taxpayer. In support of its position, the Association relies on those settlements for 1992 that have been concluded among the other 12 large Police Forces in Ontario that make up the traditional comparative Police Forces in the province for these parties. Of the other 12 Forces only five have settled 1992 contracts, and two of the agreements (Hamilton and Sudbury) were reached in 1991 as the second year of two-year agreements. The only three Forces among the traditional comparators that have settled for 1992 in 1992 are Windsor, London and Durham.

The London and Durham agreements provided for increases not only at January 1, 1992, but also during the year. Below are set out the end rate increases, the annual end rates and the annualized increases.

FORCE	1991	1992 END RATE INCREASE	1992 END RATE	1992 ANNUALIZED SALARY
Hamilton	50,163	5.0%	52,671	52,671
Sudbury	50,154	6.54%	53,432	53,108
Windsor	50,020	2.7%	51,371	51,371
London	50,020	3.43%	51,735	51,086
Durham	50,020	5.06%	52,501	51,666

The Employer's response was that primary reliance on these comparators is inappropriate, particularly in the extreme economic situation in the province, in the Greater Toronto area, and in the Peel Region. According to the Employer, the province of Ontario is faced with a disastrous deficit requiring a reduction in financial funding of municipal and regional policing, while the cost of policing and the total cost of local and regional government are increasing at an alarming rate. It

submitted that taxpayers are bearing unsupportable tax increases, particularly when viewed against cost of living, high unemployment and business failure rates, as well as the productivity shown by both the G.D.P. and G.N.P.

We received a great deal of evidence from both the Association and the Board with respect to the relative and absolute increases in tax burdens faced by the local taxpayer, as well as the relative and absolute increase in regional municipal costs, particularly welfare costs. Both the Association and the Board also presented a good deal of evidence on the current economic situation facing the regional municipality and the local taxpayer, as well as the relative and absolute growth of expenditures and revenues of the regional municipality, including those for policing.

We were also provided with information concerning some public sector settlement data in Ontario including the Provincial Government's 1% and 2% settlement for 1992 and 1993, and the very few 1992 public sector as well as a number of 1992 private sector settlements within the Peel Region.

Police interest arbitrators in this Province have placed primary emphasis on comparisons with wage settlements of other Police Forces in arriving at appropriate salary levels. Arbitrators have recognized,

As a general matter, freely negotiated police force wage settlements are themselves influenced by general economic conditions such as unemployment rates, the consumer price index and inflation and, to some extent, the overall performance of the economy. They therefore represent a reasonably reliable reflection of all of those factors and influences as they impact on

the terms and conditions of employment of police officers generally.

(The Government of Newfoundland and Labrador and the Royal Newfoundland Constabulary Association, M. Picher, January 29, 1991)

Certainly freely negotiated settlements within comparable Police Forces would normally be a compelling primary basis of comparison for the purpose of setting salary rates. However, this Board has only three of the 12 comparables available to it as settled agreements in 1992.

In addition, these are extraordinary economic times. Today's economic climate in Peel and elsewhere has placed an ever increasing strain upon local taxpayers. The current recessionary economy has put a significant strain upon all levels of government. By population, the Region of Peel is the second largest municipal policing area, after Metropolitan Toronto. It has a relatively strong economic and tax base, but like the other large municipalities in the Greater Toronto Region it is experiencing the severe financial burdens brought on by the recession and a correspondingly high level of unemployment.

In 1991 the salary of a 1st Class Constable in Peel was \$50,000. Although technically at the low end of the scale among the 13 large Police Forces used as comparables in Ontario, this is within \$1,000 of the salary of a 1st Class Constable in Metropolitan Toronto, within \$338 of the salary of a 1st Class Constable in Ottawa, and within \$162 of the salary of 1st Class Constables in the other 10 Forces.-

As is shown by the five Police settlements arrived at for 1992 from among the 13 major Ontario Police Forces the end rates for 1992 are already beginning to show an uncharacteristic spread.

To a large extent this has come about as a result of the Hamilton and Sudbury settlements for 1992, occurring 1991.

In light of the severe effects of the recession on the economy of Southern Ontario and particularly the Greater Toronto Region, including Peel, and the impact upon the local taxpayer, we have determined that the normal close comparison of salaries among the 13 large Police Forces cannot be justified for 1992. This does not mean that such comparisons should not be followed in the future. Rather, our departure from the few comparisons that are available to us is a reflection of the difficult economic times faced by the Regional Municipality in the current recession.

Our award is as follows:

Effective from January 1, 1992, 1st Class Constables are to receive a salary increase of 2.5%, taking their 1992 salary to \$51,250.

The other ranks set out in Schedule "A" are to receive the same adjustment of 2.5% effective from January 1, 1992.

AR I 1 6.02 - SENIOR CONSTABLE PREMIUM

The current provision follows:

Effective on the pay period commencing April 25, 1991, a First Class Constable who has completed ten years with this Service shall receive 1.5% of the salary for his rank. No other rank shall receive this allowance including officers in receipt of the Article 16 Plain Clothes benefit or Acting rank pay. This allowance shall not be pyramided with, nor be increased by, other premiums under this agreement with the exception of Training Pay.

To be eligible and remain eligible for this classification, a constable shall,

- (1) be qualified for promotion to Sergeant pursuant to Peel Regional Police policy
- (2) be free of a discipline conviction under the Police Services Act in the preceding two (2) years for which:
 - (i) the confirmed penalty was the forfeiture of 40 or more hours' pay or leave, or 40 or more hours' suspension without pay, and
 - (ii) if an appeal is initiated and conviction upheld, the two years shall be counted from the disposition of the appeal.

Officers receiving this benefit shall not be eligible for Service Pay.

The Association seeks three changes:

- (1) Increasing the benefit level to 3.0% of a First Class Constable's salary,
- (2) Removing the clause that prevents Senior Constables from receiving Service Pay, and
- (3) Allowing Officers who are in receipt of the Plain Clothes premium under Article 16.01 to receive Senior Constable status and pay, to a combined maximum of eight percent (8%).

In support of its proposal the Association notes that when this provision was introduced through negotiation of the 1991 collective agreement only three other major Police Forces in Ontario provided such a benefit. Since that time the designation

has been negotiated and awarded in a variety of Police agreements, at levels superior to the current Peel provision.

The Employer responds that while it is opposed to altering the current ground rules for payment as these were freely negotiated just last year, it is acknowledged that the payment can be more easily rationalized than Service Pay as it requires that a Constable be qualified for promotion and free of serious disciplinary offenses before becoming eligible for the additional payment. As the payment is a percentage of salary it will automatically increase as salaries are increased and in the Employer's submission this is sufficient, particularly for this round of bargaining,

This Arbitration Board is mindful of the frustration level experienced by those who are qualified for promotion and anxious to progress through the **ranks** but are prevented from doing so by reason of there not being sufficient openings because of the need to keep senior manning positions at a level required to maximize efficiency as well as because of the need to meet legislated requirements. The Board understands that approximately 60 employees are in receipt of the current payment. As the Board is of the **view** that an increase in the amount currently paid is warranted and can be granted within reasonable total compensation considerations, an adjustment will be granted,

The Board, mindful of the fact the **ground rules** pertaining to the plan **were** freely negotiated for the **first time** in the last round of bargaining, **rejects the proposal** to have this **payment** apply to those who are in receipt of the **service** Pay and Plainclothes Allowance provisions.

The award of the Board is that the current 1.5% of salary be increased to two percent (2.00%) of salary. The Board understands that the provision is payable in December of each year; hence, the awarded higher premium is to apply to the December, 1992, payment.

ARTICLE 9.01 - ANNUAL LEAVE

Current Annual Leave provisions follow:

After one year of continuous service	-	80 hours
After four years of continuous service	-	120 hours
After ten years of continuous service	-	160 hours
After sixteen years of continuous service	-	200 hours
After twenty-two years of continuous service	-	240 hours
After thirty years of continuous service	-	280 hours

The proposal of the Association is that the vacation schedule for the longer service employees be improved as follows:

After fifteen years of continuous service	-	200 hours
After twenty years of continuous service	-	240 hours

Given the stress levels placed on members of today's Force, the Association believes that the requested adjustments to the vacation schedule of those members who reach the fifteen and twenty year service levels are a priority even though it may be that the current schedule is superior to most employees in other fields. Because of the number of members with ten years' service and less, the Association has refrained from requesting improvements for this group but is of the view that added time off for longer-service employees is warranted and could be provided at relatively low cost. In support of its position the

Association provides a chart showing the total number of weeks of vacation a Peel member would receive over the course of his employment, compared with the number enjoyed by members of comparator Forces. Seven Forces receive more vacation time while six receive less. Over the period of 30 years, the average of those other Forces is 127.7 weeks while the Peel member would receive 126 weeks.

In rejecting the proposal the Employer urges that consideration be given to the value of the total vacation package rather than focus on any one particular provision which, by itself, may be below a given comparison.. Following this route the Employer provides a number of comparisons and concludes that the overall current package is favourable. Additionally, the Employer argues that a more favourable vacation package would likely produce more cash payments rather than additional time off as it is already difficult to provide time off for court attendance provisions and for work performed during paid lunch periods, as well as for the operation of the compressed work week.

Given the comparison of the current vacation provisions with other Forces and with the community at large, and given the fact that it is this Board's view that available money should be directed to salaries except where a very real need for change is evident, the award of the Board is that the present provision is to remain unchanged.

ARTICLE 10 - STATUTORY HOLIDAYS (Association proposal)

The proposal of the Association would add one additional holiday to the 11 holidays currently provided.

In proposing a twelfth statutory holiday the Association notes that the present eleven holidays have been in effect since prior to the 1977 collective agreement. Of the 12 major Police services and the O.P.P., ten enjoy 12 paid holidays and as well, the Firefighters in both Brampton and Mississauga have the higher number as do several others employed in the Region.

The Employer notes the cost of an additional holiday would be in the area of \$300,000, this being approximately 0.4% of payroll. While the Association indicated a number of areas where 12 holidays were observed, it is to be noted that Mississauga Civic, Brampton Bus, Peel Regional, and Peel School Board employees observe the same number of holidays (11) as are observed by the instant group.

The Board has **determined** that, given total compensation restrictions, it would be necessary to reduce the salary increase award by close to one-half percent if an additional holiday were to be granted. **The Board, having concluded that this would not be in the best interest of the majority of employees has determined that the present entitlement of 11 holidays will remain unchanged.**

ARTICLE 10 - STATUTORY HOLIDAYS (Employer proposal)

The Employer, following a review of a number of examples, explains its concerns with the present provisions and practices, as follows:

When an Officer makes his Statutory Holiday election at the beginning of each calendar year, he is signifying how many of the 11 Statutory Holidays that he will work, and how many he will take "off". By contractual agreement, an Officer can elect to work up to 8 of the

11 Stats. In consideration for working on these 8 Statutory Holidays, the Officer receives cash payment of 64 hours at time and one-half, (i.e., 96 hours). Where the abuse occurs is when an Officer who elected 64 hours pay (and thereby signified an intention to work 8 Statutory Holidays) uses vacation credits or compensating time credits to absent himself from duty on the Statutory Holiday. One Officer ----- elected 64 hours pay at the beginning of January, 1992, and has used vacation credits or compensating time credits to absent himself for 4 of the 5 Statutory Holidays to date in 1992. This is a particular abuse of the public purse, since the Officer is substituting hours that were paid to him at premium rates (1.5T), with hours that are debited (to the vacation or compensating time banks) at straight time rates. (Additional examples are then given by the Employer, covering areas where there is little or no need for Officers to be on duty on Statutory Holidays).

The explanation continues:

It may even be that in uniform patrol areas some Officers could be scheduled off as the patrol requirements are, with respect to some Stat Holidays for some patrol areas, lighter.

and later:

The present clauses require a misallocation and misuse of the Force's limited resources by requiring the Board to permit Officers to work even though they are not needed on a Statutory Holiday. There is simply no operational reason for this to continue and, given the pressure on public authorities to utilize taxpayer funds more efficiently, and given the purpose of the Statutory Holiday, there is simply no reason to continue this inefficiency. If the Board does not require an Officer to work, there is no reason why the Officers should work.

The Association responds that while there may be reasonable grounds for a review in cases where Officers are required to work

only on day shift, Monday to Friday, it is quite opposed to any change in the cases of those required to work shifts and as well is opposed to a deduction of time and one-half rather than the present straight time when an Officer is subsequently granted time off on a holiday. The exception to this would be where time and one-half would be debited when overtime credits were used for the holiday. In any event, the Association opposes any changes to the present provision and practice unless it would be in the form of a trade-off for an additional holiday.

The Employer acknowledges that it is uncertain of the extent of its use of the requested provision that could be exercised in the case of those Officers on patrol duty but holds firm to the position that Officers should work on Statutory Holidays only when required.

While the Board is in agreement with the general proposition that holidays should be observed by Officers unless required to be on duty, the fact is that those Officers who are on shift work face a considerable degree of fluctuation in those requirements, holiday to holiday. This Board is reluctant to place them in the same category as those Officers who are not required to work shifts; hence, the Board denies the Employer's proposal with respect to those on shift work.

With respect to those Officers who are not required to work shifts, the award of the Board is that the parties are to agree on language which would pay such Officers for the Statutory Holidays they are required to work-and when not so required, such holidays are to be observed as days off with pay.

With respect to the Employer's proposal that the amount to be debited to an Officer's account when a holiday is taken

subsequent to an arrangement that the Officer would be available for work, the award of the Board is that the parties are to agree on language that would provide that Officers who receive payment for a holiday would receive time off from the member's article 7.02 and/or 11.06 overtime credits at the rate of time and one-half, , from the member's annual leave, at straight time rates, or, from the member's Statutory Holiday time off account, at straight time rates.

The awarded changes are to be effective from December 31, 1992.

ARTICLE 12.01 - SERVICE PAY

The current provision follows:

12.01 Every member, except Cadets, of the Police Service covered by this Agreement shall receive Service Pay in the amount of Six Dollars (\$6.00) per month after five (5) years of continuous service. For each additional five (5) years of continuous service, the members shall have an amount of Six Dollars (\$6.00) per month added to the Service Pay. There shall be no maximum to this principle. Payment of Service Pay shall be made in the first pay in December each year.

The proposal of the Association would revise the payment to an annual amount of one hundred dollars (\$100) per year.

The Association's position is that the requested increase is warranted both because the amount currently paid has remained unchanged since the first collective agreement, (1974), as well as the fact that the amount paid is less than that enjoyed by all but two of the comparators; three Forces, however, while paying higher amounts than Peel, have introduced service entry

requirements and one of those Forces also has a Canadian Fitness Standard provision.

The position of the Employer is that Service Pay is an outdated and outmoded concept, left over from the days of good conduct pay and has no place in current payment plans where pay for doing the job should be totally up front. This being so, the payment should be cancelled. In the alternative, if the Board is not willing to eliminate the provision it is invited to "red-circle" the payment at current levels and not have it apply to new entrants or to incumbents attaining higher service levels.

As indicated in previous awards, this Chairman is of the view that Service Pay is not an effective or appropriate compensation vehicle, given the current benefits and retirement plan provisions. It is to be noted that this view is not shared by the Association's Nominee to this Board.

At the same time, given that the introduction of a pension plan and certain other major benefits is history, this Chairman has yet to come up with a package that one could reasonably expect would result from free negotiations, in exchange for either the elimination or the grandfathering of service pay. Thus, the proposal of the Employer is denied.

The award of the Board is that the current provision is to remain **unchanged.**

ARTICLE 13.01 - SHIFT DIFFERENTIAL

The current provision reads:

13.01 Each member who works a full calendar year on a three (3) shift rotation basis shall receive Two Hundred and Sixty Dollars (\$260.00) in the first pay in December. For members who work the full year on a two (2) shift rotation basis, the payment shall be One Hundred and Sixty Dollars (\$160.00). Members who work less than the full year as above shall receive a pro rata portion.

The proposal of the Association would both increase and change the current payment:

Each member shall be paid a shift premium of

- (a) Twenty (20 cents per hour for all hours worked during a shift which commences after 10:00 a.m. and at or before 6:00 p.m.
- (b) Thirty (30) cents per hour for all hours worked during a shift which commences after 6:00 p.m. on one day and at or before 5:00 a.m. the following day.

The payment of any shift premium shall be in addition to any overtime payment entitlement, but it shall not be included for the purpose of calculating overtime pay.

The Association is of the view that the current level of premium does not adequately compensate members for the disruptive and unpleasant nature of shift work and as well believes that the current payment system should be converted to an hourly rate in order to distinguish the different hours-of-work requirements so that the higher premium would be paid for the less appealing shifts. The hourly rate system is in effect for most other employees of the Region and is common in private industry. Of the eight comparator Forces paying a shift premium, the average paid for the afternoon shift is 21¢ and for the night shift, 33¢. This compares with the current Peel premiums averaging 15¢ and 25¢, respectively.

The Employer objects to the proposed hourly system of payment as it would serve to increase the clerical work required to keep track of the shifts and hours worked by the members. Additionally, it is the position of the Employer that no consideration should be given to increasing the premium because virtually all members of the Force are required to work all shifts; this is reflected in the salary schedule with the exception of the current premium and should remain this way rather than have what would amount to an increase in salary for most employees in a hidden form rather than an up-front salary increase.

The Board is of the view that, given the current economic restrictions, available money should go to direct salaries except where an absolute need for change is evident. Tho Board denies the proposed increase.

1 19 - 1

The present provision follows:

19.02 (a) Pregnancy Leave without pay shall be in accordance with Part XI of the Employment Standards Act of Ontario as amended, except that a member commencing such leave who is in receipt of U.I. pregnancy benefits pursuant to S.30 of the Unemployment Insurance Act shall be paid a supplementary unemployment benefit in an amount which with her U.I. pregnancy benefit brings her compensation to 75% of her regular weekly earnings. Such payment shall commence following completion of the 2 week unemployment insurance waiting period and shall continue while the employee is absent on Pregnancy Leave and is in receipt of such U.I. benefit for a maximum period of 15 weeks. "Regular weekly earnings" shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The proposal of the Association is that in respect of the present two (2) week waiting period, the member would be paid seventy-five percent (75%) of her regular weekly earnings.

In urging that the present provision be extended the Association notes the following major employee units provide at least the equivalent of that proposed:

Ontario Government	93% - 17 weeks
Quebec Government	93% - 17 weeks
Federal Government	93% - 17 weeks
Ontario Colleges	93% - 17 weeks
Post Office	93% - 17 weeks
Bell Canada	75% - 17 weeks
Ontario Hospitals/ONA	75% - 25 weeks

As well, the Association notes that only four other Regional Forces remain at the 15-week level with the Toronto Force having freely negotiated the improvement in 1988.

In resisting the proposal the Employer urges that if and when the time comes that this benefit should be considered, such should occur in a unit where the female population is predominant rather than in the instant Uniform unit where if granted it would likely spread to other bargaining units. In taking this position the Employer notes that while the Civilian unit is comprised of 73% female employees the Uniform strength is made up of only 10% female employees. Additionally the Employer notes that of 3400 private and public sector collective agreements only 9% of those agreements provide for a benefit in excess of 15 weeks.

As the Board sees this proposal, the fact is the payment of a supplement is currently in place so we are not dealing with the

introduction of a concept that would perhaps have been unthinkable just a few years ago. while full payment to the 75% level would be required as opposed to a supplement, given the nature of the provision we are not dealing with a benefit where it is a requirement to have a waiting period in order to reduce the possibility of abuse. Rather, we are dealing strictly with a matter of added cost. while this Board would more often than not accept the position that it is more appropriate to introduce or improve a benefit in a unit where the greatest share of cost would be involved, the fact is the parties to the Civilian collective agreement have agreed that certain provisions resulting from the Uniform negotiations would be extended to the Civilian unit. One of those potential changes is pregnancy leave. That being so, the parties have in effect given the Board the responsibility for deciding the benefits to be granted to both groups.

The award of the Board is that the proposal for 75% of regular weekly earnings for the present two-week waiting period is to be introduced, **effective from December 1, 1992.**

ARTICLE 19: - ASSOCIATION |

The Association proposes that the present allowance of fourteen (14) days off with pay to attend Police Association of Ontario meetings be increased to twenty-five (25) days off with pay and that the present four (4) members who may be absent for such purpose at any one time be increased to six (6) members.

The Board, having no evidence that a problem exists with the number of **employees** permitted to **be** absent for the above-noted

meetings declines to award a change both in terms of numbers as well as in the amount paid as time off.

ARTICLE 29.08 - LEGAL INDEMNIFICATION

The current provision is lengthy and need not be repeated in full. Article 29.08 reads as follows:

29.08 For the purposes of this provision, "necessary and reasonable legal costs" shall be based on the account rendered by the solicitor performing the work, subject to the approval of the Solicitor of the Regional Municipality.

The proposal of the Association follows:

In the event of a dispute between the solicitor so retained and the Solicitor of the Regional Municipality, the matter shall be resolved by an assessment officer of the Supreme court of Ontario, or, in the event an Assessment officer will not hear the matter, by an Arbitrator appointed under the Police Services Act.

The Board having struggled to find a workable solution to this matter has determined that it would not be appropriate and would in any event not be enforceable, were the Board to award that an assessment officer of the Supreme Court of Ontario would resolve a difference between the parties. Having said this, in rejecting the request the Board is not implying one way or the other on the parties' respective rights under the current provision.

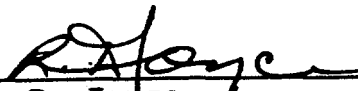
The proposal is denied.

Where an outstanding issue has not been specifically dealt with in this award, the Board makes no change to the status quo.

Except where otherwise indicated, changes resulting from this award are to become effective from the date of this award.

The Board remains seized for a period of thirty (30) days in the event of any difficulties encountered in the implementation of this award.

DATED at Toronto, Ontario, this *2nd* day of October, 1992.



R. D. Joyce
Chairman

I concur

"I. Roland"
I. Roland
Association Nominee

I concur
(See Addendum)

"B. Light"
B. Light
Employer Nominee

IN THE MATTER OF AN INTEREST ARBITRATION RE 1992 CONTRACT
BARGAINING; UNIFORM COLLECTIVE AGREEMENT

BETWEEN:

THE REGIONAL MUNICIPALITY OF PEEL POLICE SERVICES BOARD

(the "Employer")

- AND -

THE PEEL REGIONAL POLICE ASSOCIATION

(the "Association")

ADDENDUM OF EMPLOYER NOMINEE, B. A. LIGHT

It is with regret that I must add this addendum to this award. This comment is restricted to the Statutory Holiday Clause and not to the award with which I concur.

In my view, the parties set out to remedy a practice regarding Statutory Holidays and lieu time. In my view, the simplest way to do so is ensure that the method of credit and debit are the same. With respect, I do not believe that the awarded language accomplishes the objective.

"B. A. Light"

B. A. Light

Employer Nominee