



CIVILIAN COLLECTIVE AGREEMENT

Regional Municipality
of Peel
Police Services Board

and

Peel Regional Police
Association

January 1, 2011 - December 31, 2014

07198 (12)

INDEX TO CIVILIAN COLLECTIVE AGREEMENT

Article Number	Item	Page Number
1	Purpose and Scope	1
2	Definitions and Terminology	1
3	Recognition	3
4	Management Functions	3
5	Association Membership	5
6	Hours of Work	6
7	Vacations	8
8	Statutory Holidays	11
9	Salaries	12
10	Court Time	13
11	Allowances and Uniforms	14
12	Training Allowances	15
13	Promotions, Classifications and Acting Rank	16
14	Special Leaves of Absence	17
15	Transitional Sick Leave Credit Payout	20
16	Income Replacement Plans	21
17	Health Care Benefits	25
18	Pensions and Retirements	28
19	Injured on Duty	29
20	Legal Indemnification	30
21	Job Sharing	32
22	Tri-partite Committee	36
23	Education	36
24	Layoff	37
25	Discipline and Grievance Procedure	38
26	Duration	40
	Schedule "A" - Civilian Members Salary Schedule	42
	Schedule "B" - Grievance Form	51
	Schedule "C" - Classification Exclusions	53
	Schedule "D" - Internal Equity Plan	54
	Schedule "E" - Application for Unpaid Leave of Absence Form	57
	Schedule "F" - Joint Retainer Agreement	58

continued...

INDEX TO CIVILIAN COLLECTIVE AGREEMENT

Item	Page Number
Letters of Intent:	
· Change in Status	59
· Status Change – Cleaner Classification	59
Letters of Understanding:	
· Communication Centre Shift Schedule	60
· Intelligence Services Shift Schedule	60
· Human Resources Shift Schedule	60
· Records Search Unit – Records Services Shift Schedule	60
· Leave of Absence to Attend Association Business	61
· Obsolescence of a Position	61
· Designated Parking	61
· Use of Part-time Prisoner Escort Officers	61
· Cooperative Work Term Placements	62
· Cleaning Vouchers	62
· Disability Benefits	62
· Labour Relations	62

THIS AGREEMENT made the 1st day of January, 2011.

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

WHEREAS the Parties have mutually agreed to enter into and execute this Agreement defining, determining, and providing for remuneration, benefits, pensions and working conditions of the members of the Peel Regional Police:

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

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 civilian members of the Peel Regional Police, save and except Cadets and those civilian members designated by the Board as "Senior Officers" in accordance with the Police Services Act.
- 1.03 Except as herein provided, all Articles in this Collective Agreement shall be applicable to those persons employed by the Board as part-time or temporary members.

ARTICLE 2 – DEFINITIONS AND TERMINOLOGY

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) "Corporation" means the Regional Municipality of Peel.
- e) "Service" means the Peel Regional Police Service.
- f) "Member" means all Civilian members of the Peel Regional Police, save and except Cadets, and civilian members who are "Senior Officers" under the Police Services Act and Board employees employed in classifications contained in

Schedule "C" attached. The Board agrees to consult with the Association prior to adding any new position to the list. In the event of a dispute concerning the designation of a position, the matter shall be resolved in accordance with the provisions of the Police Services Act.

In reference to part-time members the following definitions shall apply:

- g) "Part-time" refers to members hired to work less than the annual hours of work for their classification but does not include a Temporary Member.
- h) "Temporary" refers to a member who is hired for the completion of a specific task of five (5) weeks or less or to fill a temporary vacancy created by a member absent due to vacation, illness, special leave or hired as a member who is to fill a temporary vacancy created as a result of another member being selected to fill a temporary vacancy. The duration of the assignment(s) shall not exceed the length of the initial vacancy, and such assignment(s) shall not be subject to the five (5) week maximum. The Board acknowledges that qualified full-time members who wish to fill a temporary vacancy which exceeds three (3) months shall have a priority entitlement to such positions. The Board will further consider the applications of part-time and temporary members prior to the hiring of external candidates.

Those hired as Summer Students (who may be employed during school vacation periods without regard to the five (5) week limitation) shall be considered as temporary members. A temporary member (apart from a Summer Student) will not be employed on successive specific tasks without the concurrence of the Association.

Temporary members will be eligible for dental and extended health care benefits in accordance with the following:

The average weekly hours worked by a temporary member in the preceding six (6) month period shall be determined as soon as possible after January 1 and July 1 in each year. Thereafter, in the following six (6) month period the temporary member will be considered to have worked those average weekly hours for purposes of entitlement to extended health care and dental benefits.

- (a) Temporary members who regularly work less than fifteen (15) hours per week shall be required to pay one hundred percent (100%) of the premium cost for extended health care and dental benefits.
- (b) Temporary members who regularly work fifteen (15) or more, but less than twenty-five (25) hours per week, shall be required to pay fifty percent (50%) of the premium cost for extended health and dental benefits.
- (c) For temporary members who regularly work twenty-five (25) or more hours per week, the Board shall pay one-hundred percent (100%) of the premium cost for extended health care and dental benefits.

Where a vacancy exceeds five (5) weeks and/or where the vacancy is not a direct replacement of a member, the Board shall confirm in writing to the Association prior to the hiring of the temporary member.

- i) "Seniority" means the total length of service a member has with the Service from their last day of hiring, including any period of absence due to extended sick leave,

workplace injury or prolonged disability. In addition, the Board shall also include other period(s) of authorized leave of absence for up to a one (1) year period, and authorized leaves of absence attributable to pregnancy, parental, and military (reservist) leave in accordance with the provisions of the Employment Standards Act, as amended.

- j) "Exigencies of service" means emergent circumstances.
 - k) "Operational requirements" means staffing and service level normally required to effectively respond to demands of service.
- 2.02 For Part-time members defined in (g) above, benefit entitlement under Articles 14, Articles 16.02(b) and 16.11 of Article 16 and Article 17 shall be determined as follows:
- The average weekly hours worked by a Part-time member in the preceding six (6) month period shall be determined as soon as possible after January 1 and July 1 each year. Thereafter, in the following six (6) month period, the Part-time member will be considered to have worked those average weekly hours.
- In the case of Article 8, Statutory Holidays, the calculation of a member's regular day's pay shall be determined in accordance with the provisions of the Employment Standards Act, as amended.
- 2.03 When the singular is used in this Agreement, it shall be considered as if the plural has been used wherever the context so requires.
- 2.04 In all instances of reference to the Chief of Police, it is acknowledged that the Chief may delegate his/her authority as he/she sees fit, in conformance with statutory law and contractual agreement.

ARTICLE 3 - RECOGNITION

- 3.01 The Board recognizes the Association as the exclusive bargaining agent for all members as defined in Clause 2.01 (f) of Article 2 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.
- 3.03 The Board agrees that the use of volunteers will not result in the lay off or termination of any bargaining unit members of the Service.
- 3.04 The Parties agree that personal employment contracts for bargaining unit members are not permissible.

ARTICLE 4 - MANAGEMENT FUNCTIONS

- 4.01 The Association acknowledges that, subject to the Police Service Act, 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 members subject to Bill 138, Section 73-3 (e).
- 4.02 Without limiting the generality of the foregoing, generally to supervise and administer the affairs of the Service.
- 4.03 The Board agrees that no member will be dealt with adversely without reasonable cause and that it will exercise the functions outlined in Article 4.01 fairly, and in a manner consistent with this Agreement, the Police Services Act and the Regulations made thereunder by the Lieutenant Governor in Council.
- 4.04 A member and/or a party to this Agreement who believes the skill, effort, responsibility, and/or working conditions attendant to a classification have been the subject of substantive change warranting re-evaluation of the classification may refer such concern to the Joint Job Evaluation Committee (J.J.E.C.) and in the event the concern is not resolved to the Parties' satisfaction, the matter may be the subject of a grievance pursuant to the grievance procedure set out in this Agreement. Notwithstanding the foregoing, the Parties agree that a consensus recommendation of the Joint Job Evaluation Committee which is subsequently approved by the Board shall not be the subject of a grievance.

The J.J.E.C. shall meet on a tri-annual basis to consider any job re-evaluation requests and/or evaluations of newly created job classifications arising during the year. No position will be evaluated by the Committee more than once in any twelve (12) month period.

The J.J.E.C. shall be composed of two (2) representatives of both the Board and the Association. The Board's representatives shall be appointed by the Board, the current representatives being the Manager – Compensation, Benefits & HRMS and the Director, Human Resources who shall act as Chair.

- 4.05 a) Every member shall, upon commencing employment, be subject to a probationary period. For members in the Communicator classification, the probationary period shall be twelve (12) months and for members in all other classifications the probationary period shall be six (6) months. For part-time members it shall be the equivalent hours for the classification, but in any event no more than twelve (12) months. A temporary member's service, if the member is in the same job while temporary, will be credited towards the calculation of their probationary period should they become Part-Time or Full-Time members.

In accordance with past practice, a member who is transferred from within the Service to fill a Communicator position and who is unsuccessful in the position shall be returned to his/her previous classification.

- b) Notwithstanding Article 4.03 and Schedule "B", the Board may terminate a member's employment during the probationary period, but before doing so shall give the member reasonable written information with respect to the reasons for the termination and an opportunity to reply, orally or in writing as the Board may determine.
- c) This section will not apply to a member who has previously completed six (6) months of service with this Service in the same position within the last three (3) years.

- 4.06 The Board agrees that a member who has ceased employment with the Board will be given a certificate of service within thirty (30) days of the termination date, outlining his/her classification, length of service and any training or courses he/she has undertaken. The certificate shall state that it is not a recommendation or otherwise.
- 4.07 The Parties agree that the work environment should be one that encourages mutual respect and preserves personal dignity. All members shall have the right to work in an environment that is free from discrimination as defined by the Ontario Human Rights Code and from workplace violence including personal harassment.

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 member because of his/her 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/her authorization to deduct Association Membership Dues from his/her pay.
- 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 The Board agrees that it, through the Regional Municipality of Peel, will provide payroll deduction for the members, for the payment of all benefits, credit union deductions, membership fees for the Peel Regional Police Amateur Athletic Association and the deduction of dues on behalf of the Association, the sum of such deductions to be paid to the Association within one (1) month.

The Association agrees to indemnify and save the Board harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Board.

- 5.06 All members will be placed on a system of direct deposit for payroll.

ARTICLE 6 - HOURS OF WORK

- 6.01 a) A normal work week for 1820 hour classifications shall consist of five (5), seven (7) hour day shifts for a total of thirty-five (35) hours per week, or for members assigned to rotating shifts, an average of thirty-five (35) hours per week. A normal work week for 2080 hour classifications shall consist of five (5), eight (8) hour day shifts for a total of forty (40) hours per week. The Board shall attempt to minimize

the incident of weekend work for full-time members whose regularly scheduled hours of work occur Monday through Friday.

- b) The Board shall attempt to minimize the incident of weekend work for clerical staff.

The Parties acknowledge the current practice of providing two rest periods in addition to an unpaid lunch period of one-half (1/2) hour for all garage and maintenance members and one (1) hour for all other members shall continue.

- 6.02 a) When a member is required to be on duty more than one-quarter (1/4) of an hour in excess of his/her regular tour of duty, the member shall receive, at the member's 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/her Officer-in-Charge whether the member elects to be paid for such overtime or to have the time credited to his/her overtime bank.
- c) Any periods of overtime for which the member has elected to receive time off, shall accumulate in his/her 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 eighty (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 sixty (60) hours in the member's overtime bank as of December 1 of each year will be paid to the member 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.
- e) Subject to operational requirements, overtime shall be distributed relatively equally where practical amongst members within the same classification who normally perform the work on the shift that the overtime is required. An infraction of this Article shall be remedied by the Board by offering the affected member the next available overtime opportunity.
- 6.03 When a member is to be paid for overtime, such payment shall be made within thirty (30) days of the end of the quarter in which such overtime is worked. Members shall be allowed to carry forward up to sixty (60) hours of accumulation in 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. Article 6.03 does not apply to part-time or temporary members.
- 6.04 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.

A member having been on duty in excess of sixteen (16) straight hours shall be provided a minimum of eight (8) clear hours off duty before the commencement of his/her next shift and shall not incur a deduction of time from his/her next regularly scheduled shift for the hours required to provide for eight (8) clear hours.

- 6.05 A member who is required to work overtime as set out in Article 6.02 above and who so works for a period of two (2) hours or more beyond the end of his/her normal shift, shall be paid up to Seven Dollars and Fifty Cents (\$7.50) on presentation of a food receipt and thereafter a similar allowance or, an addition to the allowance of Seven Dollars and Fifty Cents (\$7.50), shall be appropriate 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/her regular tour of duty, the member 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.
- 6.06 For the purposes of this Article "Callback" shall mean when a member who has reported off duty and has left the premises is called back to work before his/her 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 each 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 and then revert to straight time rates.
- Where a Callback occurs on the member's regularly scheduled day off, the member shall be paid at the rate of time and one-half (1-1/2) with a minimum guarantee of four (4) hours pay at time and one-half (1-1/2) for each Callback.
- 6.07 A member shall receive at least fourteen (14) days' notice of a permanent transfer (as distinguished from a temporary transfer or a transfer arising from a conflict or pending discipline) to another bureau, unit, division or shift. A member may consent to waive such notice.
- 6.08 Prior to the implementation of any new schedule or change to a schedule (other than a change of a temporary nature to meet requirements of operations) for members in a unit or bureau, the Association shall be informed, in writing, of the proposed schedule along with the reasons why the schedule change is being contemplated and shall be provided with the opportunity to consult on such. The Parties may set up a committee with respect to any proposed schedule and the committee may informally solicit the views of members who would be working the proposed schedule and may make recommendations to the Chief or his/her designate concerning such proposal.
- 6.09 Effective January 1, 2011 each member who works a full calendar year on a three (3) shift rotation basis shall receive Five Hundred Dollars (\$500.00) in the first pay in December. For members who work the full year on a two (2) shift rotation basis, the payment shall be Three Hundred and Twenty-Five Dollars (\$325.00). Members who work less than the full year as above shall receive a pro-rata portion. For members on the 12 hour Schedule the premium shall be Four Hundred and Twelve Dollars and Fifty Cents (\$412.50). Article 6.09 does not apply to temporary members.
- 6.10 "On call" refers to a period outside the member's regularly scheduled shift/tour of duty in which he/she is readily available to return to duty as required. Members will normally be advised well in advance of any period in which they are expected to be "on call". For each four (4) hour period or major part thereof that a member is scheduled to be on call, he/she shall be compensated one (1) hour at his/her regular hourly rate. In the event of an incident requiring the member's attendance during the on call period, the member shall be compensated at the rate of one and one-half (1-1/2) times his/her regular hourly rate for each such hour worked, subject to a three (3) hour minimum guarantee.

- 6.11 The Board shall not reschedule members' regular days off for the purpose of avoiding the incident or payment of overtime.
- 6.12 Members working dayshift assignments may make written request for flexible working schedules which shall not be unreasonably withheld if the operational requirements of service are met. In the event of the denial of any such request, a copy of the notification shall be provided to the Association.

ARTICLE 7 - VACATIONS

- 7.01 Effective January 1st, 2011 all full-time members are entitled to vacation with pay on the following basis:
- a) After one (1) year's cumulative service – ten (10) working days' vacation;
 - b) After three (3) years' cumulative service – fifteen (15) working days' vacation;
 - c) After five (5) years' cumulative service- eighteen (18) working days' vacation;
 - d) After ten (10) years' cumulative service – twenty (20) working days' vacation;
 - e) After fifteen (15) years' cumulative service – twenty-five (25) working days' vacation;
 - f) After twenty (20) years' cumulative service – thirty (30) working days' vacation;
 - g) After twenty-five (25) years' cumulative service – thirty-five (35) working days' vacation.
 - h) After thirty (30) years of cumulative service – thirty-six (36) working days' vacation plus one (1) additional working days' vacation for each subsequent year of cumulative service to a maximum of forty (40) working days.

All members retiring with thirty (30) years of cumulative service or more shall be entitled to their entire year's vacation entitlement, less any vacation time taken in the same vacation year. Such vacation shall be taken in time off only and shall not be transferable in pay.

A member shall, in the year of entitlement and annually thereafter, have his/her vacation bank credited in accordance with the above schedule. If the member qualifies for additional vacation entitlement by virtue of service in a given year then the additional entitlement shall be given for the entire calendar year.

When a member joins the Service, vacation entitlement shall be granted for the first year on a pro-rata basis.

- 7.02 a) "Cumulative service" for determining vacation entitlement shall include all full-time, pro-rated part-time and temporary continuous and/or broken service with any Police Service in Canada. Where a member can provide an employment history to the Service for time employed as a temporary, part-time, or full-time member the Board shall include that time as cumulative to determining vacation entitlement.
- b) "Police Service in Canada" for the purpose of Clause 7.02(a) means the equivalent of a municipal police Service or the O.P.P. as referred to in the Police Services Act. Notwithstanding such definition, the Parties agree to the following specific exceptions where service with the agency will be eligible under Clause 7.02(a):

CN (Conrail) Police Service
 CP Police Service
 First Nations Police Services

Canadian Forces Military Police

- c) For the purpose of determining vacation entitlement under Article 7.01, for 2080 hour classifications a "working day" is eight (8) hours, and for 1820 hour classifications a "working day" is seven (7) hours and time taken on vacation will be charged the hours the member would normally work on that day (eg. 7, 8, 9.5 or 10.5 hour day).

7.03 The approval of the vacation selection preferences of members shall be on the basis of seniority as defined in Clause 2.01(i), consistent with the operational requirements of the Service. For greater clarity, members in each classification will compete with members in the same classification within the work unit and/or bureau for the selection of vacation.

- a) Each member shall, by April 1st, record his/her preferences with respect to the selection of the dates upon which the member's vacation is to be observed, provided:
 - (i) that a member may elect to defer the selection of up to one (1) weeks' vacation; and/or,
 - (ii) that a member may request vacation hours be carried over to the following calendar year pursuant to Article 7.07.

In all cases the number of hours selected for observance, together with the number of hours deferred and/or requested for carry-over, must be equivalent to the member's total vacation entitlement for that year.

- b) (i) Each member may, by August 1st, record his/her preferences with respect to the selection of those dates, if any, upon which the member's vacation is to be observed during the period January 1st to March 31st of the following calendar year.
- (ii) Each member shall, by August 1st, record his/her preferences with respect to the selection of those dates upon which the member's previously deferred vacation is to be observed during the same calendar year.

For the purposes of the selection process identified in clause (b)(ii) only, the exercising of seniority in the selection of available vacation dates shall apply only amongst those members with competing deferred selection requests for the same vacation period(s), and shall not be applied so as to result in the displacement, cancellation, or deferral of any vacation periods previously approved for observance as part of the initial selection process identified in clause (a) above.

- c) The observance of approved vacation by one member shall receive priority consideration over the granting of stat time and compensating time off by another member(s) for the same period.
- d) A member whose approved vacation period has been cancelled due to the exigencies of service may:
 - (i) at any time, select and receive approval for, alternate period(s) for the observance of such time prior to the end of the calendar year; and/or,

- (ii) no later than December 1st, request a carry-over of all or any part of such cancelled vacation for use in the following calendar year. Such request shall be submitted by memorandum to the Supervisor specifying the date(s) and hours cancelled due to exigencies of service and the total number of hours requested for carry-over to the following calendar year.

7.04 In cases where a member is off duty as a result of illness, or being injured on duty prior to the start of his/her annual vacation and is therefore unable to enjoy his/her annual leave, the member will be allowed to take such portion of annual leave upon his/her being able to return to active duty, subject to operational requirements being met and provided such period of leave time is agreeable to the member. Where, due to operational requirements, such annual leave cannot be accommodated within the same calendar year, the member shall be allowed to carry over his/her unused vacation to the next year.

In the event a member is hospitalized during his/her annual leave, upon furnishing satisfactory medical documentation acceptable to the Board, the leave period shall be classified as sick leave and the vacation leave bank will be replenished the appropriate hours.

Article 7.04 does not apply to part-time or temporary members.

7.05 Members who are not at work due to pregnancy or parental leave between December or January of any given year shall have the payout of their accrued vacation deferred until the first pay cheque following their return as soon as possible after that date.

7.06 Subject to Article 7.03 and 7.04, vacation shall not be cumulative from one calendar year into the next.

7.07 Notwithstanding Article 7.06, a member may make application to carry over up to one half (1/2) of his/her annual vacation entitlement for a specific reason from one year into the following year. Such request shall not be unreasonably withheld.

7.08 Any hours remaining in the member's vacation bank on December 31st arising from the cancellation of approved vacation period(s) which have not been approved for carry over shall be paid out in the first pay cheque of the following year or as soon as possible after that date.

For members assigned to act in a higher classification for an indefinite period during the course of the calendar year and who are to receive a payout in respect of unused vacation credits remaining in their vacation banks as of December 31st of that calendar year, the payout of all such hours shall be at the acting rate, pro-rated for the time spent in the acting capacity.

7.09 Part-time members shall be entitled to time-off for vacation without pay, on the basis of earned vacation. It is understood that part-time members shall receive on each bi-weekly pay, a percentage of salary earned that coincides with time employed and calculated in accordance with the following schedule, as calculated on a full-time equivalency basis, and subject to reconciliation in July and December of each year.

Where a part-time member wishes to take their vacation time, the selection of such time shall be subject to availability after the selection by full-time members.

(NOTE: With respect to members who have switched to full-time from part-time, or vice versa, to receive recognition for such service, a member must make written application to

Human Resources and, on documentary confirmation of the service, the benefit shall apply for 1991 and future entitlement.)

Effective January 1st, 2011:

- a) All members with less than three (3) years of cumulative service shall receive four percent (4%) vacation pay.
- b) All members who have three (3) years of cumulative service but less than five (5) years cumulative service shall receive six percent (6%) vacation pay.
- c) All members who have five (5) years of cumulative service but less than ten (10) years cumulative service shall receive seven point two percent (7.2%) vacation pay.
- d) All members who have ten (10) years of cumulative service but less than fifteen (15) years of cumulative service shall receive eight percent (8%) vacation pay.
- e) All members who have fifteen (15) years of cumulative service but less than twenty (20) years of cumulative service shall receive ten percent (10%) vacation pay.
- f) All members who have twenty (20) years of cumulative service but less than twenty-five (25) years of cumulative service shall receive twelve percent (12%) vacation pay.
- g) All members who have twenty-five (25) years of cumulative service but less than thirty (30) years shall receive fourteen percent (14%) vacation pay.
- h) All members who have thirty (30) years of cumulative service shall receive fourteen point four percent (14.4%) vacation pay plus an additional point four percent (0.4%) for each subsequent year of cumulative service to a maximum of sixteen percent (16%).

Vacation pay for Temporary members shall be at the rate prescribed by the Employment Standards Act and shall be included with each bi-weekly pay.

ARTICLE 8 - STATUTORY HOLIDAYS

- 8.01 The following days for observing a public holiday shall be recognized as paid holidays and salaried members shall suffer no deduction from pay while hourly rated members shall receive a regular day's pay by virtue of not working on such days.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (unless it falls on a Saturday or Sunday)
Victoria Day	Civic Holiday
Canada Day	Boxing Day
Christmas Day	Family Day
One (1) Floating Holiday*	

* To be taken at a time that is mutually agreed to between the member and member's Supervisor.

- 8.02 In addition to the foregoing, the one-half (1/2) working day preceding Christmas Day, and the one-half (1/2) working day preceding New Year's Day, shall constitute an additional paid half holiday on each day.
- 8.03 When any of the holidays, except Remembrance Day, so mentioned in Article 8.01 of the Agreement falls on a Saturday or Sunday, the Friday preceding or Monday succeeding such holiday, shall be designated by the Board as the day of observance of such holiday.

When a member is required to work on any holiday, the member shall be paid for working at the rate of time and one-half (1-1/2), in addition to the other provisions of this Article.

- 8.04 Notwithstanding the above, Remembrance Day shall be recognized as a normal public holiday for all members regularly working on a seven (7) day shift operation.
- 8.05 Where Article 8.01 refers to a "Regular Day's Pay", for 2080 hour classifications this represents an eight (8) hour day, and for 1820 hour classifications a seven (7) hour day, notwithstanding any compressed work schedule which may be in effect.

ARTICLE 9 - SALARIES

- 9.01 The annual salary for each classification for the term of this Agreement is set out in Schedule "A" to this Agreement. For Part-time and Temporary members, salaries shall be calculated at the hourly rate consistent with the members' classification as indicated in Schedule "A" of this Agreement.

The Board may add new classifications and rates relating thereto, during the term of this Agreement, upon notice to the Association. Such notice shall include a profile of the proposed duties to be performed, the proposed factor-scoring, classification grade, and rate of pay, the rating to be completed by Human Resources and the area Supervisor. Within twenty-one (21) calendar days of receipt of such notice the Association may require the matter be referred for consideration by the Joint Job Evaluation Committee (J.J.E.C.) pursuant to the provisions of Article 4.04.

The recommendation of the Committee respecting a new classification which is approved by the Board shall be effective the date of the incumbent's commencement in the new position.

Should the Board, following the matter's consideration by the J.J.E.C., establish a rate for a new classification which has not been recommended by the Committee, the Association may refer the matter to arbitration pursuant to the Grievance Procedure.

Any added classification shall become part of this Agreement and all provisions in this Agreement shall apply thereto.

ARTICLE 10 - COURT TIME

- 10.01 Court time shall be deemed to be any time spent by a member in his/her off-duty hours in attendance at any Court, inquest or any time spent in litigation and is officially required as a result of his/her police duties and the following provisions shall apply.
- 10.02 When a member is required to attend Court in his/her off-duty hours not extending into his/her 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/her 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 a member 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.

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.

In lieu of the provisions of Article 10.02 a member with a scheduled morning Court appearance within four (4) hours of the completion of his/her tour of duty, may elect to remain on duty during such interim period and shall be entitled, in respect of the Court appearance and the interim period (if any) between the Court appearance and the tour of duty, to payment in accordance with the overtime provisions of Article 6.02 of Article 6. A member making such election must advise the officer in charge of his/her election prior to the commencement of his/her tour of duty.

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

- 10.03 When a member on duty is required to attend court and is prevented from going off duty at his/her normal time by reason of such attendance at Court, overtime provisions as outlined in Article 6 shall apply.
- 10.04 When a member is required to attend court on any occasion during his/her annual vacation, the member shall be granted two (2) days extra leave in compensation thereof for each day or portion thereof spent in court or on duty. This will only apply after the member has become aware that his/her attendance is required at court, at which time the member must immediately notify their immediate Senior Officer or Civilian Manager in that member's chain of command and receive specific clearance.

For the purposes of this section, provided that a minimum of thirty (30) regular working hours are taken as annual leave, the regular days off and/or statutory holiday time taken off immediately preceding, in between, or immediately following such period of annual vacation, shall be considered part of the member's annual vacation. This Article shall not apply where a member schedules or amends his/her vacation period after a member is aware that he/she will or may be required to attend court during such period.

If the member must travel to Court from a place other than his/her normal place of residence, on a day other than the day of Court attendance, the member shall be granted one hour off for each hour spent travelling, to a maximum of eight (8) hours for each day spent travelling.

- 10.05 Payment of Court and Crown Attorney meeting time as outlined in Articles 10.01 to 10.03 inclusive, may be received by a member, at his/her discretion, either in credited equivalent time off or payment at his/her current rate of pay for all such Court time. Any payment for such Court time will be paid within thirty (30) days following the end of the quarter in which it is worked.

Periods of Court and Crown Attorney meeting time for which the member has elected to take as 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.

The method of payment of entitlements under Article 10 shall be selected by the member in the same manner as under Article 6.02 of Article 6.

- 10.06 Any member who attends Court, Inquests, etc. shall return to the Board, through the Chief of Police, all fees and payments that the member 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/her Divisional Area, the member shall be entitled to travelling cost from his/her normal Divisional Detachment if not paid by Courts requiring his/her 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.

- 10.07 A member who has retired and is in immediate receipt of his/her O.M.E.R.S. pension shall, when required to attend Court in accordance with Article 10.01 of Article 10, in connection with his/her duties as a member of the Peel Regional Police, be paid for such attendance in accordance with the provisions of Article 10 at the current rate of pay for the classification held by the member at the time of such retirement.

ARTICLE 11 – ALLOWANCES AND UNIFORMS

- 11.01 For the purpose of tool replacement caused by normal use, Fleet Licensed Technicians shall receive up to Three Hundred and Fifteen Dollars (\$315.00) per annum, on the authorization of the appropriate supervisor and based on valid receipts. Fleet Service Technicians shall be eligible for reimbursement of up to fifty percent (50%) of this amount per annum, upon appropriate authorization and submission of valid receipts.

Article 11.01 does not apply to Temporary members.

- 11.02 The Board agrees to make available any uniform or safety footwear it requires for its members.
- 11.03 The Board shall provide cleaning vouchers to each Prisoner Escort Officer, Courier, Court Liaison Officer, Identification Technician, Cleaner – Facilities, and Process Server in accordance with the provisions for Uniform members under the Uniform Collective Agreement. Where, upon the Board's approval, each HQ Receptionist is required to wear a uniform as provided by the Employer, the Board shall provide cleaning vouchers to each HQ Receptionist to a maximum of Seventy-five Dollars (\$75.00) per year.
- 11.04 When a member is required to have a Certificate of Qualification (e.g., 310S and/or 310T) and/or an Ozone Depletion Certificate as issued by the Province of Ontario, the cost of the certificate(s) will be paid by the Board.
- 11.05 Paid duty shall be on the basis of Peel Regional Police policy.

Members wishing to perform paid duty shall be assigned paid duty on a rotational basis within their respective classifications. Should members decline the opportunity as it comes up on a rotational basis, such member shall be placed at the bottom of the rotational list.

11.06 Effective January 1, 2011 every member covered by this Agreement shall receive Service Pay in accordance with the following schedule:

After 5 years of service -	\$ 180 annually
After 10 years of service -	\$ 300 annually
After 15 years of service -	\$ 400 annually
After 20 years of service -	\$ 500 annually
After 25 years of service -	\$ 650 annually
After 30 years of service -	\$ 750 annually
After 35 years of service -	\$ 900 annually

Effective January 1, 2013:

After 5 years of service -	\$ 200 annually
After 10 years of service -	\$ 350 annually
After 15 years of service -	\$ 500 annually
After 20 years of service -	\$ 680 annually
After 25 years of service -	\$ 830 annually
After 30 years of service -	\$1,000 annually
After 35 years of service -	\$1,200 annually

Payment of Service Pay shall be made in the first pay in December each year. For determining eligibility for Service Pay, service with the Board must be continuous.

ARTICLE 12 - TRAINING ALLOWANCES

12.01 A Communicator or a Prisoner Escort Officer assigned to train a Communicator/Prisoner Escort Officer Trainee and required to complete a performance evaluation and to recommend retention/termination of such Trainee shall, while so assigned, receive an additional allowance of Five Percent (5%) of his/her regular hourly rate.

Entitlement to the above-noted allowance shall be based upon the member's assignment to train a Communicator/Prisoner Escort Officer Trainee, and is not conditional upon the member having fulfilled the training requirements of the position.

ARTICLE 13 – PROMOTIONS, CLASSIFICATIONS AND ACTING RANK

13.01 Whenever a vacancy occurs in any classification at or above Grade 2, the Board shall cause notice of such vacancy to be posted for the information of members for seven (7) working days. Vacancies of less than three (3) months duration shall not be subject to posting.

13.02 If the skills, ability and qualifications are equal amongst all internal qualified applicants the Board will give first consideration, by seniority to qualified internal full-time candidates prior to the consideration of part-time and temporary members. All qualified internal applicants shall be interviewed prior to any interviewing of outside persons. Where more than one member applies to a posting, the Board is not required to consider the application of a member who has less than six (6) months service in their present classification.

13.03 A full-time or part-time member who is accepted to a temporary position, upon completion of the temporary assignment shall be entitled to return to the same labour grade and classification that was previously held. Each member who assumes a new position at a

higher classification shall be eligible for incremental grade increases. No member shall be required to fill a temporary position in excess of one (1) year, nor shall there be any extension beyond one (1) year without the agreement in writing of the Parties in advance.

This Article shall not apply to temporary members.

13.04 The Board shall forward to the Association, notice of all appointments, reclassification, adjustments and promotions affecting all members.

13.05 In the event that a member is appointed as a replacement to perform all of the normal duties of a higher classification, the Board will pay the rate of the higher classification corresponding to the step on the salary schedule which represents an increase of at least five (5%) per cent over the member's current step placement, up to the maximum.

This Article shall not apply to temporary members.

13.06 Notwithstanding the provisions of Article 13.02, should the Board convert a part-time complement position to a full-time complement position, a member occupying the part-time position shall be entitled to compete for the position as though they were a full-time member.

13.07 All members shall receive their Performance Evaluation within thirty-five (35) days of when it is due, except where the Supervisor is unable to review the evaluation with the member due to the member's authorized absence on leave. In such event, the evaluation shall be reviewed with the member subsequent to the member's return to work.

All part-time members shall receive a Performance Evaluation at intervals applicable to full-time members in their classification.

13.08 Any member of the Fleet Licensed Technician classification who is assigned to perform the regular duties of a Lead Hand in the absence of a Supervisor for a temporary period of not less than one (1) full tour of duty in each assignment shall be paid a premium equivalent to the difference between the member's regular hourly rate of pay and the Step 5 rate applicable to Grade 8 classifications as set out in Schedule "A" for each hour so assigned. The lead hand shall be required to undertake and perform various and miscellaneous duties as assigned by the Supervisor in addition to the member's regular duties. A Lead Hand is not vested with authority to impose disciplinary sanctions, or to hire or recommend the termination of a member's employment.

ARTICLE 14 - SPECIAL LEAVES OF ABSENCE

14.01 A member shall be allowed up to five (5) days leave of absence with pay in the event of the death of his/her father, mother, spouse, child (to include still births), brother or sister, and up to three (3) days in the event of the death of mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild or grandparents of the member or persons standing in loco parentis. 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.

If a member wishes Article 14.01 to apply to a common-law spouse as defined in the Family Law Reform Act, the Service must be notified prior to any claim against this provision.

- 14.02 (a) Pregnancy Leave without pay shall be in accordance with the Employment Standards Act of Ontario, as amended, except that a member commencing such leave who is in receipt of Employment Insurance (E.I.) benefits pursuant to the Employment Insurance Act shall be paid a supplementary benefit in an amount which with her E.I. benefit brings her compensation to eighty percent (80%) of her regular weekly earnings. Such payment shall commence following completion of the two (2) week E.I. waiting period and shall continue while the member is absent on Pregnancy Leave and is in receipt of such E.I. benefit for a maximum period of fifteen (15) weeks.
- (b) Parental Leave without pay shall be in accordance with the Employment Standards Act of Ontario, as amended, except that a member commencing such leave who is in receipt of Employment Insurance (E.I.) benefits pursuant to the Employment Insurance Act shall be paid a supplementary benefit in an amount which with the member's E.I. benefit brings the member's compensation to eighty percent (80%) of his/her regular weekly earnings. Such payment shall commence immediately following the expiration of Pregnancy Leave where a combined leave is taken, or upon completion of the two (2) week E.I. waiting period where applicable, and shall continue while the member is absent on Parental Leave and is in receipt of such E.I. benefit for a maximum period of ten (10) weeks.
- (c) Where a member is entitled to Pregnancy and/or Parental Leave in accordance with this Article and has applied for E.I. benefits and is required to serve a waiting period, the member shall be paid eighty percent (80%) of his/her regular weekly earnings for up to two (2) weeks during the waiting period. "Regular weekly earnings" shall be determined by multiplying the member's regular hourly rate on the last day worked prior to the commencement of the leave times the member's normal weekly hours.
- (d) Any Pregnancy or Parental Leave granted must be ended by the member giving to the Chief of Police or his/her designate not less than two (2) weeks' notice prior to his/her scheduled return to work.
- (e) For a member who commences a Pregnancy and/or Parental Leave, the Board shall continue its premium payments for the member's benefits under Article 17 during the period of such Leave(s).
- (f) Seniority shall continue to accrue during the Pregnancy and/or Parental Leave periods.
- (g) The Board shall grant Parental Leave for a period of up to thirty-seven (37) weeks to a member who adopts a child, in accordance with the provisions of the Employment Standards Act, as amended.
- 14.03 (a) Upon request by a member, the Board shall grant Leaves of Absence without pay and without loss of seniority subject to the following conditions:
- (i) such leaves shall not interfere with the operational requirements or exigencies of the Service;
 - (ii) such leaves shall not be unreasonably withheld or requested.
- (b) All requests for Leaves of Absence shall be submitted using the approved Application for Unpaid Leave of Absence form.

- 1) Leave of Absence which is less than four (4) weeks in duration

Where the request is for an unpaid leave of absence of less than four (4) weeks' duration, the form shall be completed by the member and submitted to the Officer/Manager in Charge of the area for consideration. Where the request is approved, a copy of the application shall be returned to the member and a copy forwarded to Human Resources for processing. Where the request is denied, written reason(s) for the decision shall be provided to the member.

- 2) Leave of Absence which is in excess of four (4) weeks in duration

Where the request is for an unpaid leave of absence or series of leaves of absence exceeding four (4) weeks in any calendar year, the form shall be completed and submitted to the Officer/Manager in Charge of the area at least thirty (30) days prior to the commencement date of the leave. The area O.I.C. shall forward the request through the chain of command to the Chief's Management Group (CMG) for consideration, indicating his/her recommended disposition of the request. Where the request is approved, a copy of the application shall be returned to the area O.I.C., the member, and Human Resources for processing. Where the request is denied, written reason(s) for the decision shall be provided to the member with a copy to the area O.I.C.

- c) Where the request is approved, the member's leave of absence will be governed by the following terms and conditions:

- (i) The member's classification, service and seniority will be frozen only if the leave extends beyond one (1) year. In any event, the member's classification, service and seniority earned prior to the date of leave will be recognized upon return to work.
- (ii) Annual allowances such as clothing, tools, footwear will be pro-rated for the period actually worked and paid as provided in Article 11.
- (iii) The member's annual vacation entitlement shall be pro-rated taking into account the period of leave, and the member shall have the option to receive a payout of vacation time earned on a pro-rata basis to the commencement of the leave of absence.
- (iv) Statutory holidays shall be credited and paid to members in the same manner as they are for members whose employment is terminated or who resign.
- (v) Court time shall be paid in accordance with the corresponding Articles of the Civilian Collective Agreement.
- (vi) Any shift differential otherwise payable will be pro-rated for the period the member actually works.
- (vii) Provided there is no cost to the Board, the member may make arrangements with Human Resources to pay the benefits set out in Article 17.01 normally paid by the Board in order to maintain health care benefits for the duration of the leave of absence. All such arrangements and

payments must be made prior to the commencement of the leave by way of post-dated cheques. If the member defaults on payment, Human Resources shall notify the member and the Association immediately and continue the benefits for a twenty (20) day period until the member has an opportunity to correct the default. If prepayment of benefits is not elected by the member, coverage shall resume on the first day of return to work by the member following the leave.

- (viii) Although pension contributions will be suspended during the period of leave while the member is not earning eligible earnings, and subject to O.M.E.R.S. Regulations, members of O.M.E.R.S. shall have the option of purchasing in whole or in part, leave of absence service and such service will be included as credited service. The member's cost to purchase same shall include both the employer's and member's contributions based on the salary prior to the commencement of leave for the period of such leave.
- (ix) Members shall turn in their baton, pepper spray, and any other issued use of force equipment for storage during their leave at their division/bureau.

14.04 Each member who is called to serve as a juror or is subpoenaed as a witness in a legal proceeding in which the member has no personal involvement shall be granted leave of absence without loss of pay for the period of such service provided any pay is turned over to the Region exclusive of expenses. Members shall not be required to alter their scheduled hours of work to attend for selection or on jury duty.

14.05 The Board shall grant, for the duration of this Agreement only, a leave of absence from duties to a member selected by the Association. The said leave of absence shall be without pay and the member so selected shall be considered a full time member of the Peel Regional Police and shall be entitled to the accumulation and debit of his/her sick leave. As such, the member shall receive his/her normal remuneration and the Board shall invoice the Association on a monthly basis for all costs, exclusive of sick leave credits.

14.06 The Board will grant two (2) civilian voting delegates leave of absence with pay to attend the Annual General Meeting of the Police Association of Ontario.

14.07 Notwithstanding the provisions of Article 14.03, upon request by a member who is a serving member of the Canadian Forces Reserve, the Board shall grant a Military Leave of Absence for the purpose of military training, course attendance, and/or for participation in an operational mission or United Nations peacekeeping tour of duty, provided the granting of such leave does not adversely impact the operational requirements of the Service. The terms of such Leave shall be administered in accordance with Service Directive I-B-157(F).

- (a) Members wishing to apply for such Leave shall submit a completed Application for Military Leave of Absence form to the area Senior Officer/Manager in Charge.
- (b) Where the request is for the purpose of attending Canadian Forces training or courses, the Board shall provide such Military Leave of Absence with pay provided the duration of the training or course is not less than one (1) full day and not more than two (2) weeks in any calendar year.
- (c) A member who is granted Military Leave of Absence will continue to accumulate seniority and service for the purpose of calculating annual vacation leave, sick

leave and any other entitlement provided under the terms of the Collective Agreement.

- 14.08 A member who becomes a member of the Association's Board of Directors shall be allowed a total of five (5) days off with pay each year to attend Police Association of Ontario meetings.

ARTICLE 15 - TRANSITIONAL SICK LEAVE CREDIT PAYOUT

Article 15 does not apply to part-time or temporary members.

- 15.01 Every member covered by Article 11 of the 1985/86 Collective Agreement shall have his/her existing sick time credits adjusted on the day the new Short Term/Long Term Disability plan (Article 16 of this Agreement) becomes effective to reflect fifty percent (50%) of his/her credits at that time, and in any case this credit would not exceed 910 or 1040 hours whichever is applicable to their regular annual hours.
- 15.02 Upon termination of service, a member will be entitled to payment for such adjusted sick time credit at the current salary of his/her classification at the date of his/her termination.
- 15.03 If a member dies during his/her employment with the Board, his/her estate will receive payment for such adjusted sick time credit at the current salary of his/her classification at the date of his/her death.
- 15.04 At the member's option, to be exercised in writing and delivered to the Secretary of the Board no later than December 15th, 1987, the member shall elect to:

- a) be provided with payout of such adjusted sick time credit, annually in three equal instalments of such credit hours commencing March 31st, 1988, through December 31st, 1990, at the member's current salary of his/her classification effective at the time of each payment; or
- b) upon termination (as set out in Articles 15.02 and 15.03 of this Article), be provided with payout in cash as provided under 15.02 and 15.03 hereof; or
- c) Subject to compliance with the O.M.E.R.S. Act and Regulations, use his/her adjusted sick time credit as credited time for pension purposes prior to his/her retirement. (For example, a member who has 1040 hours and effectively ceases work and goes on leave of absence on February 1st, with thirty-three and one half (33-1/2) years service, would be retained on the payroll for approximately six (6) months and his/her service for O.M.E.R.S. purposes would be thirty-four (34) years.)

During that period of approximately six (6) months the member would not be covered by the provisions of the Workplace Safety and Insurance 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 by such use of adjusted sick time credits.

- d) At the time of his/her retirement, a member who has previously elected option (c) under this Article may change his/her election, if desired, to option (b).

15.05 Failure to exercise his/her option within the time period specified by Article 15.04 shall mean that the member elects the option under Clause 15.04 (b). If a member who elects the option under Clause 15.04 (c) is subsequently prevented from utilizing such option by the O.M.E.R.S. Act and Regulations which may then be in effect, or if the member dies prior to utilization of such sick credit Clause 15.04 (c), the member shall be entitled to benefits available under Clause 15.04 (b).

ARTICLE 16 - INCOME REPLACEMENT PLANS

16.01 Article 16 does not apply to Temporary members.

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

- 16.02 a) The Short-Term Disability Plan provides for the continuation of salary in whole and/or in part, for a period of seven hundred (700) hours if a member is absent due to non-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	700 hours
1 year but less than 2 years	35 hours	665 hours
2 years but less than 3 years	70 hours	630 hours
3 years but less than 4 years	105 hours	595 hours
4 years but less than 5 years	140 hours	560 hours

5 years but less than 6 years	175 hours	525 hours
6 years but less than 7 years	210 hours	490 hours
7 years but less than 8 years	245 hours	455 hours
8 years but less than 9 years	315 hours	385 hours
9 years but less than 10 years	385 hours	315 hours
10 years but less than 11 years	455 hours	245 hours
11 years but less than 12 years	525 hours	175 hours
12 years but less than 13 years	595 hours	105 hours
13 years but less than 14 years	630 hours	70 hours
14 years but less than 15 years	665 hours	35 hours
15 years or more	700 hours	Nil

- b) For part-time members, the short-term disability plan shall be amended to reflect the average weekly hours worked as calculated in accordance with Article 2.02 and pro-rated accordingly.
- c) "Length of service" shall include for full-time members service accrued as part-time members converted on a pro rata basis to full-time service, and for part-time members service accrued as full-time members, provided that in either case such service is not interrupted.

(NOTE: With respect to members who have prior to ratification switched to full-time from part-time, or vice versa, to receive recognition for such service, a member must make written application to Human Resources and, on documentary confirmation of the service, the benefit shall apply for 1991 and future entitlement.)

- 16.03 Short-Term benefits will be applicable for up to five hundred and ninety-five (595) 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 16.02.

Effective January 1st, 2012 each member's anniversary year shall correspond to the calendar year.

- 16.04 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, disease, or medical condition, the member may make application through the chain of command to the Director, Human Resources to have only the first of such recurrent absences charged against the member for purposes of invoking the waiting period under the Income Replacement Plan (Article 16.02). Such application shall be submitted as soon as practicable with each recurrent absence.

If the Director, Human Resources recognizes the member's recurrent absence to be the result of one disabling injury, illness, disease, or medical condition, he/she shall approve the member's application. Such recognition may be conditional upon the member furnishing, to Human Resources only, documentation from the member's medical advisor to support the application.

- 16.05 In the event of a member, after reporting for duty, having to report sick after the member has completed in excess of one-half (1/2) of his/her 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 the member has completed one-half (1/2) of his/her regular tour of duty, the member shall forfeit one-half (1/2) of the tour of duty as sick benefit.

- 16.06 Members who have completed three (3) months continuous service will be allowed up to forty-two (42) (1820 hour member) or forty-eight (48) (2080 hour member) paid, non-cumulative, hours per anniversary year to provide income for illness or disability of three (3) regular shifts or less.

Such same forty-two (42) or forty-eight (48) paid, non-cumulative hours may also be utilized to provide temporary family care. The provisions of Article 16.07 shall not apply to hours so utilized.

Effective January 1, 2012 members who have completed three (3) months' continuous service will be allowed six (6) paid, non-cumulative days per anniversary year to provide income for illness or disability of three (3) regular shifts or less.

Such same paid, non-cumulative days may also be utilized to provide temporary family care necessitated by the illness, injury, medical emergency or appointment or other urgent matter of a family member. The provisions of Article 16.07 shall not apply to the hours so utilized.

For purposes of administration of Article 16.06, it is understood that a "day" is equivalent to the number of hours comprising that member's regularly scheduled shift when the time is taken.

Members, who are both Peel Police members, shall be allowed the option to co-ordinate their casual sick time for use as family care hours to allow the primary care giver to draw from their partner's casual sick bank as required.

- 16.07 A certificate from a qualified medical practitioner may be required for any absence. The Board shall reimburse members for reasonable costs incurred to provide such medical certificates or reports when required of a member by the Board.
- 16.08 The Association acknowledges that the Employment 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.
- 16.09 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.
- 16.10 When a member has been identified as working in a classification that performs their duties over two thousand and eighty (2080) hours per annum, Article 16.02 shall read eight hundred (800) hours and adjusted accordingly; Articles 16.03 and 16.12 shall read six hundred and eighty (680) hours; and Article 16.06 shall read forty-eight (48) hours.
- 16.11 The Board agrees to contribute the full cost of the billed premiums towards a Long-Term Disability Plan which provides sixty-six and two-thirds percent (66-2/3%) of salary up to a maximum of six thousand five hundred dollars (\$6,500.00) per month after a waiting period of seventeen (17) weeks, consistent with the rules and regulations of the plans. In respect of part-time members this Article shall only apply to those members who regularly work more than twenty-five (25) hours per week.

Effective January 1, 2008 all new claims following that date shall be eligible for a CPI adjustment up to a maximum of three per cent (3%) as calculated by the Insurer on a year to year comparison, (i.e., for clarity the first adjustment, if any, will occur on January 1, 2009).

16.12 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/her 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 thirty-five (35) weeks beyond the date the member becomes eligible for LTD benefits. At the end of thirty-five (35) weeks, if the member continues to receive LTD benefits, credit towards vacation and statutory holidays will cease, AND
2. Benefits provided in Article 17.01 of Article 17 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 current salary of the position the member held immediately prior to commencing disability.

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:

1. Credit towards vacation and statutory holiday benefits will cease the date the member depletes his/her Short-Term Disability bank, or upon receipt of five hundred and ninety-five (595) hours of Short-Term Disability benefits, whichever occurs first, AND
2. If a member has depleted his/her STD bank, but is not yet eligible for LTD, benefits provided in Article 17.01 shall continue until such time as a determination is made on a claim for LTD benefits.

Benefits provided in Article 17.01 of Article 17 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 17.01 of Article 17 the member shall reimburse the Board for the premium cost, AND

3. The Group Term Life Insurance benefit will be based upon the current salary of the position the member held immediately prior to commencing disability.

ARTICLE 17 – HEALTH CARE BENEFITS

Except as provided under Clause 2.01(h), Article 17 shall not apply to temporary members.

For part-time members Article 17 shall apply as follows:

- (i) Part-time members who regularly work less than fifteen (15) hours per week shall be required to pay one hundred percent (100%) of the premium cost.
- (ii) Part-time members who regularly work fifteen (15) or more, but less than twenty-five (25) hours per week, shall be required to pay fifty percent (50%) of the premium cost.
- (iii) For Part-time members who regularly work twenty-five (25) or more hours per week, the Board shall pay one hundred percent (100) of the premium cost.

The Board shall notify the member within thirty (30) days if the average weekly hours worked, as calculated in Article 2.02 of Article 2, warrant a change in the premium cost to the member. The member shall have the opportunity to re-elect their benefit option, and the change would then apply for six (6) months following the election.

Those members eligible for benefits under Article 17 shall sign the prescribed forms declaring their request or denial for benefits. Members may opt into the plans on January 1st or July 1st of any year. For a Member to opt out of the plan, proof of alternative coverage acceptable to the Board is required at the time of request and is not limited to any particular dates.

17.01 The Board shall pay One Hundred Percent (100%) of the premium for Ontario Health Insurance Plan and an Extended Health Care Plan providing the following benefits for every member and his/her dependants consistent with the rules and regulations of these Plans:

- (i) Semi-private hospital accommodation; one hundred percent (100%) reimbursement of usual and customary charges made by a hospital in Ontario;
- (ii) Out of Province – emergency medical and travel expense coverage to a combined lifetime maximum of One Million Dollars (\$1,000,000.00) payable “up front” from first dollar;
- (iii) Pay direct drug card providing payment of one hundred percent (100%) of eligible charges with no deductible for prescription drugs which legally require a prescription to the generic level, unless the Dentist or Physician has indicated no substitution on the prescription form. All prescriptions will be subject to an Eight Dollar (\$8.00) dispensing fee cap. Effective January 1, 2014 the dispensing fee cap shall be increased to Ten Dollars (\$10.00);
- (iv) Vision care benefit to Three Hundred and Fifty Dollars (\$350.00) every twenty-four (24) months, including coverage in respect of the cost of laser eye surgery;
- (v) Hearing aid benefit to Four Hundred and Fifty Dollars (\$450.00) every thirty-six (36) months;
- (vi) Each Paramedical Service to Eighty Dollars (\$80.00) per visit to a maximum of Six Hundred and Fifty Dollars (\$650.00) annually, to include dietician. Effective January 1, 2014 the annual maximum shall be increased to Eight Hundred Dollars (\$800.00);
- (vii) Orthotics upon written authorization of a physician in amount of fifty percent (50%) reimbursement for up to two (2) pairs per year;
- (viii) Eligibility contingent upon residence within Canada;
- (ix) The Board agrees that upon receipt of the express written request of the Association the Board shall update the current dental benefits for retired members to the current O.D.A. rates at the retired members’ expense.
- (x) One Hundred Percent (100%) reimbursement for immunization inoculations respecting Hepatitis “A” and/or Hepatitis “B”.

The Board shall pay One Hundred Percent (100%) of the premium cost for Group Life and Accidental Death & Dismemberment 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.

- i) Members shall have the option of purchasing additional life insurance coverage for the member and/or his/her spouse, and each dependent child through the carrier at the prevailing group rates in accordance with the limitations and conditions specified by the carrier.
- ii) A.D. & D. benefits shall include rehabilitation benefits of up to Ten Thousand Dollars (\$10,000.00) spousal training benefits of up to Ten Thousand Dollars (\$10,000.00) and repatriation benefits of up to Ten Thousand Dollars (\$10,000.00).

All plans, except 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 Five Thousand Dollar (\$5,000.00) annual maximum per person, and orthodontic services at fifty percent (50%) co-insurance with a Three Thousand Dollar (\$3,000.00) lifetime maximum per person, consistent with the rules and regulations of the plans, based on the current Ontario Dental Association (O.D.A.) Schedule of Fees as amended from time to time. Reimbursement for recalls under the plan shall be subject to nine (9) months in the case of adults and six (6) months in the case of dependent children.

The Board will provide a complete copy of all benefit plans to the Association, which includes contracts with the carrier(s). The Board will provide complete dialogue prior to making any change of carrier(s). The Board shall provide the Association, at least thirty (30) days notice when a tender document is being issued on health care benefits.

Members, whose spouses are also members, may coordinate the benefits to which each is entitled under the Extended Health and Dental Plans.

- 17.02 Every member shall receive a Health Spending Account in the amount of Three Hundred and Twenty-five Dollars (\$325.00) which may be utilized to supplement medical expenses in accordance with the existing health care Benefit plan and/or in accordance with the Canada Revenue Agency Medical and Dental eligible expenses. Such Health Spending Account shall not be cumulative from year to year.

Effective January 1, 2012 this Account shall be Three Hundred and Fifty Dollars (\$350.00) for each member annually; effective January 1, 2014 this Account shall be Three Hundred and Seventy-five Dollars (\$375.00) for each member annually.

- 17.03 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 Employment Insurance Commission for having a sick leave plan; the full premium rebate allowed by the Employment Insurance Commission will therefore continue to be retained by the Board.

- 17.04 The Board shall provide the following benefits to those members retiring after September 28, 2000 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 sixty-five (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 sixty-five (65) years of age, or the member, had the member lived, would have attained sixty-five (65) years of age; or
- (c) until the member and/or his/her spouse has (have) been in receipt of these benefits for fifteen (15) years, whichever occurs first:
 - i) Twelve Thousand Dollar (\$12,000.00) Group Life Term Insurance for the retiree;
 - ii) Health Care Benefits as provided under Article 17.01.

When a member is in receipt of an unreduced pension pursuant to O.M.E.R.S. Disability provisions under the Basic plan, the above noted benefits will be provided until the member 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 shall apply to dependants in accordance with the same eligibility criteria as afforded dependants of active members and will only be provided:

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

17.05 For members retiring on an unreduced pension on or after January 1, 2005 the Board shall, consistent with the rules and regulations of the plan, provide for a non-cumulative health spending account in the amount of Twenty-seven Hundred and Fifty Dollars (\$2,750.00) annually commencing at age sixty-five (65) and ending at age seventy (70).

This amount shall be provided on a "per member" basis regardless of single/family coverage and be available exclusively for reimbursement of medical or dental expenses as approved by CRA up to the annual maximum. In the event of the death of the member during the member's eligibility period, survivor benefits shall continue to the earlier of the date the member would have reached the age of seventy (70), or the member's spouse remarries.

The annual amount shall be pro-rated on a calendar year basis in the first and final years of entitlement.

For members retiring on an unreduced pension on or after January 1, 2007 the above benefit shall be Three Thousand Dollars (\$3,000.00) annually, and the age at which this benefit expires shall, in all instances, be seventy-five (75) years of age.

For members retiring on an unreduced pension on or after January 1, 2011 the above benefit shall be Thirty-two Hundred and Fifty Dollars (\$3,250.00) annually, and the age at which this benefit expires shall, in all instances, be seventy-five (75) years of age.

17.06 There shall be no alterations, amendments, additions or deletions to any of the benefits referred to in Article 17 without the written consent of the Association. The Board shall provide copies of all written directions at the time of issue when given to the insurance carrier with respect to plan amendments negotiated by the parties.

- 17.07 In the event of death of a member, the benefits provided under Article 17.01 shall be maintained and paid for in whole by the Board for the spouse and eligible dependants for a period of ten (10) years. In the event of a line of duty death (excluding deaths from illness or natural causes) the period of eligibility will be twenty (20) years.

Surviving dependents who no longer qualify for the continuation of benefits by the Board shall be eligible to continue such coverage through the Service, at the prevailing group rates until age sixty-five (65) in accordance with the limitations and conditions specified by the carrier.

ARTICLE 18 – PENSIONS AND RETIREMENTS

For part-time and temporary members this Article shall be applicable in accordance with the O.M.E.R.S. Act and its Regulations.

- 18.01 All members shall participate in the final average earnings basic pension plan under the Ontario Municipal Employees Retirement System (O.M.E.R.S.). The Board and each member shall contribute the amount required under the O.M.E.R.S. legislation and regulations.
- 18.02 The Parties agree that the “Normal Retirement Age” for O.M.E.R.S. purposes is age sixty-five (65).
- 18.03 The O.M.E.R.S. Basic and Type I and III Plans shall be administered consistent with the Rules and Regulations of the O.M.E.R.S. Pension Plan.
- 18.04 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 O.M.E.R.S. Act and Regulations; and application for such credited military service will be in accordance with the provisions of the O.M.E.R.S. Act and Regulations.
- 18.05 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.
- 18.06 A member wishing to file an Advance Election Option form with OMERS, in order to receive any OMERS pension to which he/she may be entitled as soon as possible following his/her retirement date, shall arrange through Human Resources for the necessary forms to be completed and forwarded to OMERS for processing no less than thirty (30) calendar days prior to the member's intended date of retirement.

- 18.07 A member, within forty-eight (48) hours (excluding Saturday, Sunday and 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.
- 18.08 Subject to the regulations of the Income Tax Act and Canada Revenue Agency (CRA) guidelines, a member who is retiring or resigning from the Service may direct the lump sum transfer of funds that are payable to the member in respect of accrued time banks to a Registered Retirement Savings Plan Account. The member shall forward the completed forms confirming the eligibility and authorization for such transfer to Human Resources for processing at least twenty-one (21) days prior to the termination date, and any administrative charge in respect of the processing of the request shall be borne by the member.

ARTICLE 19 - INJURED ON DUTY

Article 19 does not apply to Temporary members.

- 19.01 When a member of the Service is absent by reason of an illness or injury occasioned by, or as a result of his/her duties within the meaning of the Workplace Safety and Insurance Act, the member will be entitled to his/her full pay and benefits while the member 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.
- 19.02 A member covered by the previous Article, and involving a third party, shall notify the Director, Human Resources in writing of his/her decision to take the benefit package of the Workplace Safety and Insurance 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 notice is received. If a member decides to take action against a third party, such action shall include the recovery of his/her full salary paid to him during a period of incapacity. This recovery shall be payable to the Board when received.
- 19.03 The Board shall abide by the appropriate laws governing income tax deductions for members receiving Workplace Safety and Insurance benefits.
- 19.04 Except as authorized or permitted by Federal or Provincial Statute, the Board shall not claim a set off against the salary of any member, make a claim for any damages, or retain or cause to be returned to itself or accept, directly or indirectly, any salary payable to a member.

ARTICLE 20 - LEGAL INDEMNIFICATION

- 20.01 Subject to the other provisions of this Article, a member charged with and finally acquitted of a criminal or statutory offence, because of acts done while on duty in the attempted performance in good faith of his/her duties as a member of the service shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges.
- 20.02 Where a member is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of his/her duties as a member of the service, he/she shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such an action where the Board is not joined in the action as a party pursuant

to section 50 (1) of the Police Services Act 1990, and the Board does not defend the action on behalf of the Board and of the member as joint tortfeasors at the Board's sole expense.

20.03 Notwithstanding Articles 20.01 and 20.02, the Board may refuse payment otherwise authorized under Articles 20.01 and 20.02 where the actions of the member from which the charges/civil action arose amounted to a gross dereliction of duty or abuse of his/her powers as a member of the Service.

20.04 a) Where a member is the subject of a hearing before a tribunal established under Part V of the Police Services Act, 1990, as a result of a decision by the Office of the Independent Police Review Director and the decision of the tribunal is that misconduct was not proven, the member shall be indemnified for any necessary and reasonable legal costs arising from having to defend the allegations against him/her. This provision does not apply to a finding of not guilty or not proven subsequently reversed on appeal.

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

(i) the Chief of Police or the Board does not provide counsel to represent the Service, at the Board's expense; or,

(ii) in the opinion of counsel retained by the Chief of Police or the Board to represent the Service, it would be improper for him to represent the member and the Chief and/or the Board before that inquiry.

c) Where an investigation is commenced under Part VII, Special Investigations Unit, of the Police Services Act and it appears to the Chief of Police that members 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 members in connection with the investigation on such terms as the Chief considers appropriate. As soon as practicable, the Chief shall bring his/her action and his/her 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 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 20 of the Civilian Collective Agreement is intended to govern such matters.

d) This section applies only to hearings or inquests concerning acts done in the performance in good faith of the member's duties as a member of the Service.

20.05 Where a member intends to apply to the Board for indemnification hereunder, the member shall, within ten (10) days of being charged or receiving notice of other legal proceedings covered herein, apply in writing to the Chief or to the officer designated by the Chief of Police to deal with such applications for approval to retain counsel and approval of the counsel to be so retained. In the event of any dispute concerning the counsel to be retained, the matter shall be resolved by an officer designated by the Chief and a member of the Association Executive designated for that purpose.

20.06 For greater certainty, members shall not be indemnified for legal costs arising from:

- a) grievances or complaints under the Collective Agreement between the Board and the Association or under the Police Services Act;
 - b) the actions or omissions of members acting in their capacity as private citizens;
 - c) proceedings and discipline charges under the Police Services Act and regulations;
- 20.07 For the purposes of this provision, a member shall not be deemed to be "finally acquitted" if as a result of charges laid he/she is subsequently found guilty of, or pleads guilty to, other charges arising out of the same incident or incidents.
- 20.08 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.
- 20.09 Where a member is named as a personal respondent to an Application before the Human Rights Tribunal of Ontario alleging a violation of Part 1, Sec.1 (Services, including the provision of services to an external applicant with respect to hiring) of the Ontario Human Rights Code because of acts done while on duty in the attempted performance in good faith of his/her duties, the member shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such Complaint subject to the following provisions:
- (a) Upon notification to the Board of the Complaint by the Tribunal, the Board may require the member attend a preliminary interview to determine whether the interests of the member and the Board coincide. The member, at his/her option, may be accompanied and represented by an Association representative.
 - (i) Where the Board determines that its interests and those of the member coincide, it shall offer the member to have its retained legal counsel represent both the Board's and the member's interests through the execution of a Joint Retainer Agreement in the manner and form set out in Schedule "F ".
 - (ii) In the event the member chooses not to accept the Board's offer of joint retention of legal counsel as set out in sub-clause (a)(i), he/she shall not be entitled to legal indemnification.
 - (iii) Where the Board determines not to extend an offer to the member for the joint retention of legal counsel, the member shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such Complaint through the retention of separate legal counsel to represent the member's interests provided the allegations against the member are determined by the Tribunal to be unsubstantiated. Notwithstanding the foregoing, indemnification shall also be provided to the member in the event the complaint is withdrawn, settled, dismissed or abandoned by the Tribunal before any determination of liability has occurred. However, in the event of a withdrawal, settlement, dismissal or abandonment, indemnification will only be provided if the member was acting in the attempted performance in good faith of his/her duties.
 - (b) Where, subsequent to the execution by the member of a Joint Retainer Agreement, the Board determines a conflict of interest to exist whereby its retained legal counsel can no longer represent both the Board's and the member's interests, the member shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such Complaint through the retention of separate legal counsel to

represent the member's interests provided the allegations against the member are determined by the Tribunal to be unsubstantiated. Notwithstanding the foregoing, indemnification shall also be provided to the member in the event the complaint is withdrawn, settled, dismissed or abandoned by the Tribunal before any determination of liability has occurred. However, in the event of a withdrawal, settlement, dismissal or abandonment, indemnification will only be provided if the member was acting in the attempted performance in good faith of his/her duties.

- (c) Where, subsequent to the execution by the member of the Joint Retainer Agreement, the member chooses to retain separate legal counsel to represent his/her interests, the member shall not be entitled to legal indemnification in connection with the legal costs incurred by such member in defence of the complaint.
 - (d) The provisions of this section shall apply mutatis mutandis in respect of a member who is named as a personal respondent to an Application filed directly with the Human Rights Tribunal of Ontario.
- 20.10 A member shall be indemnified for the necessary and reasonable costs associated with a member being required to attend outside the Region and/or to another police service or agency because of acts done in the attempted performance in good faith of his/her duties as a member of the service. Costs shall include but not be limited to hotel, meals and airfare which result from any criminal, statutory or civil matters arising out of the member's deployment outside of the Region and/or to another police service or agency if the member is approved for legal indemnification under this Agreement in relation to the same matters.

ARTICLE 21 - JOB SHARING

The Board and the Association agree to provide a "Job Sharing Arrangement", subject to the following provisions. "Job Sharing" means that two (2) non-probationary members occupy one (1) complement position, the duties of which they are both qualified to perform, such that they equally share the pay and hours of work. The Board and Association, agree that the members in job sharing will be governed by the following terms and conditions:

- 21.01 The Board and the Association agree that Job Share provisions apply to full-time members. The Parties further agree that all job sharing arrangements will be subject to the operational requirements of the Police Service.

For Civilian Job Share arrangements, the Board and the Association agree that positions left vacant due to a full-time member participating in a Job Share arrangement, may be posted and filled as a temporary vacancy. Where such vacancies or resulting vacancies are filled by a temporary member, the duration shall equal that of the Job Share arrangement.

21.02 Job Sharing Committee

The Job Sharing Committee shall be comprised of: the Superintendent, Information & Technology; one (1) Human Resources representative; one (1) Association representative; and a Senior Officer/Manager of the area where interest has been identified.

Requests to job share may be made by members at any time and will be considered on an individual basis by the Job Sharing Committee. Job Share applicants will be asked to specify a term for the job share arrangement. The Job Share Committee shall not

unreasonably or arbitrarily refuse to implement job sharing, however no more than two (2) positions may be allocated in each platoon (per division) for the purpose of job sharing at any given time.

21.03 Conflicting Provisions

The provisions of this Article take precedence over the provisions of the Civilian Collective Agreements where the two conflict.

21.04 Service

Service accumulation for seniority is to be pro-rated at fifty percent (50%), for each member, such that the member earns a maximum of six (6) months credited service for each year of service in the job sharing arrangement.

21.05 Work Schedules

- a) Each member shall work a full tour of duty daily (7,8,9,10 or 12 hour shift as applicable). Clause 6.02 (a) of the Civilian Collective Agreement will only apply if the member works in excess of a regular daily tour of duty.
- b) Any scheduling changes by members must be approved in advance by the Divisional Inspector (or designate) or Civilian Manager. The members shall provide a minimum of ten (10) days' notice of such change. The supervisor or unit commander may agree to accept less notice from the job share members on a schedule change.

21.06 Salary

Each member shall receive gross bi-weekly pay equal to fifty percent (50%) of the amount payable to a full-time member at the same classification, provided they work fifty percent (50%) of what a full-time member at the same classification works.

21.07 Reconciliation of Hours

At the conclusion of each year, a reconciliation of actual versus required hours worked will be conducted for all members participating in the job sharing arrangement. The member will be advised in writing of the required adjustment and will make an election as to which bank, compensation or vacation time, any deficit will be deducted. Any required adjustment of hours will be made from the members' compensation or vacation time banks on a straight time basis. If there are insufficient hours in these banks any overpayment will be recovered by deduction from the member's bi-weekly salary. Members will be compensated for any surplus hours in accordance with the Collective Agreement.

21.08 Vacation

Each member will earn vacation credits at the rate of fifty percent (50%) of their normal entitlement, with a further pro-ration of the credit in respect of the actual period worked in the job sharing arrangement.

21.09 Pension

Pension contributions and credits shall be adjusted in accordance with O.M.E.R.S. Regulations.

21.10 Court Time

Payment for court time will be made as it applies to each member's schedule. Members are required to notify the Court Bureau of their new work schedule and where possible set court for the days they are working day shift. If they are required to attend court on a day other than their scheduled day shift, then overtime would apply as per the Collective Agreement. In the event that a Job Share member is required to attend Court or return to duty on any occasion during their annual vacation, then the provisions Article 10.04 shall apply.

21.11 Call-back

If call-back situations arise, the on-duty supervisor will call in the next job share member scheduled to work. Provisions of the Collective Agreement will apply.

21.12 Injured on Duty

"Net Pay" for the purposes of Article 19.01 shall mean fifty percent (50%) of the net pay of the member's full time position.

21.13 Income Replacement Plan

All entitlements under the Income Replacement Plans including Long Term Disability, shall be fifty percent (50%) of those received by the member in their full time position.

21.14 Health Care Benefits

- a) For Group Life and Accidental Death and Dismemberment Insurance, the "Principal Sum" shall be one hundred percent (100%) of the member's full time salary (i.e. two times 50%); and
- b) If a job share member elects to participate in the Extended Health Care and Dental Plans, then the member and the Board shall each pay fifty percent (50%) of the cost of the applicable monthly premiums; and
- c) Benefit eligibility and entitlement is subject to the rules and regulations of the benefit plans and the benefit contract between the Police Services Board and the Carrier.

21.15 Other Benefits

The members shall receive fifty percent (50%) of the Shift Differential entitlement and Cleaning Vouchers that they would have received had they not participated in job sharing.

21.16 Association Dues

Association dues and assessments payable by the members shall be fifty percent (50%) of the regular dues paid by full-time members.

21.17 Statutory Holidays

Statutory Holiday time shall be administered in accordance with the current practice. Members required to work on a Statutory Holiday shall have their overtime bank credited at time and one-half for all hours worked. Those members working a rotating shift who do not work on a Statutory Holiday shall have their overtime bank credited at fifty percent (50%) of a full-time member's entitlement (7 hours x 50% = 3.5 hours) at straight time.

21.18 Provisions for Termination of an Established Job Sharing Arrangement

Members or their Supervisors may make application for termination of an established job sharing arrangement to the Job Sharing Committee at least sixty (60) days prior to the anticipated termination date. The party making an application for termination shall provide their notice of intent to terminate to all parties. The Job Sharing Committee will review an application for termination and make a recommendation to the Chief of Police. Approval of such application will be considered only in the presence of extenuating circumstances, and taking into account the operational requirements of the Service.

If it is agreed to terminate an arrangement and a decision is made to continue job sharing in the unit/bureau, the job share position will be posted for five (5) calendar days. If a new partner is chosen, the agreement will continue; if a suitable candidate is not found the remaining job sharer will be given not less than fourteen (14) days' notice that the position is reverting back to a full-time position.

21.19 Performance Appraisals

Supervisors shall complete performance appraisals on an annual basis, although pay increments shall be based on actual hours worked.

21.20 Education

The members shall receive fifty (50%) of their entitlement as detailed in Article 23.02.

ARTICLE 22 – TRI-PARTITE COMMITTEE

22.01 When the Board intends a notable alteration to the organizational structure, the Board will provide to the Association reasonable information when possible, before the alteration is implemented.

The Parties agree that for the term of this Collective Agreement, a Tripartite Committee consisting of two (2) representatives (or alternatives) of each of the Board, the Peel Regional Police Association, and the Peel Regional Police Senior Officers' Association should it elect to participate, shall make recommendations to the Police Services Board with respect to organizational restructuring issues submitted for its review, or tabled by one of the participant groups in the Committee.

The Board shall consider the recommendations received but reserves the exclusive right to make the final determination respecting any restructuring.

ARTICLE 23 - EDUCATION

23.01 Should a member be required by the Board to attend lectures or training courses, the member 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 current rate paid by the Regional Municipality of Peel per kilometre between the two points concerned and conditional upon such member reporting to a Senior Officer at Police Headquarters. In addition, a per diem allowance of Ten Dollars (\$10.00) will be provided. Such payment to be made in advance.

23.02 The Board agrees to pay all tuition fees, the cost of textbooks, and materials required for all members attending and successfully completing a course of study that is related or beneficial to the Police service, provided prior approval is granted by the Board for that individual. All claims must be submitted no later than ninety (90) days following the date of issuance by the institution of the member's course results to be eligible for reimbursement.

Notwithstanding the foregoing, it is understood that tuition fees and expenses related to the initial period of recruit training conducted through the Ontario Police College shall be ineligible for reimbursement under this provision. This amendment will not affect persons who have received written offers of employment dated prior to September 28, 2000.

23.03 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 Fifty Dollars (\$50.00) per week will be provided. Such payment shall be made in advance.

ARTICLE 24 - LAYOFF

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:

24.01 The Board will first lay off summer students and temporary members prior to the lay-off of part-time or full-time staff. Subject to the Board having qualified personnel on staff to perform the required work, lay-off of probationary, part-time and full-time members shall be based on seniority. Non-probationary full-time and part-time members shall receive sixty (60) calendar days' notice prior to the effective date of lay-off or payment in lieu thereof. Probationary members, temporary members and summer students shall receive thirty (30) days' notice prior to the effective date of lay-off or payment in lieu thereof.

Copies of all notices of lay-off and recall shall be provided by the Board to the Association at the same time as notices are provided to the affected member(s).

24.02 In selecting members for lay-off, the positions to be eliminated will be identified and a member in one of those positions will be given the opportunity to exercise his/her seniority provided the member has, or attains within the notice period, the qualifications to perform the duties of the new position.

24.03 Members shall be recalled in reverse order of lay-off except where the senior laid off member does not have the qualifications to perform the available work.

No new employees shall be hired while any member with recall rights has not been provided with recall opportunity, unless the available members do not have the qualifications to perform the available work.

24.04 (a) A member 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 Service. It shall be the responsibility of each member on lay-off to keep the Service advised of his/her current address. Within ten (10) calendar days after a member receives notice he/she must advise the Service 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 ten (10) days of receipt of the notice or if the member does not agree to return to duty within fourteen (14) days of receipt of the notice or within fourteen (14) days of the recall date specified on the notice whichever is later.

(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 Service.

(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.

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

- (a) "Seniority" means continuous service in the Service as a member covered by this Agreement. Part-time service shall be based on the full time equivalent of the part-time hours worked.
- (b) 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 civilian member with the Peel Regional Police Service,
 - (ii) Length of prior service as a Police Officer and/or cadet with the Peel Regional Police Service,
 - (iii) In the absence of the above, by random draw in the presence of the members concerned.

24.06 During the initial six (6) months of lay-off and provided the member remains qualified for recall, the member shall continue to receive the benefits provided under Article 17.01, to be maintained and paid for in whole by the Board.

24.07 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 Clause 24.04(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 (24.04(b)) or because of failure to respond to recall or to return to work as provided in Clause 24.04(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.

24.08 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 25 – DISCIPLINE AND GRIEVANCE PROCEDURE

25.01 In the event a member is the subject of an allegation which may result in a warning, discipline, suspension or dismissal, the following procedure shall apply:

1. No member shall be disciplined, demoted, suspended or discharged in a manner that is inconsistent with this Collective Agreement and the Police Services Act. Refusal to comply with an order, directive or assignment that is improper or unlawful shall not result in discipline or discharge.
2. A member, at his/her option, may be accompanied and represented by an Association representative at a meeting which may be arranged following an investigation, the purpose of which is to impose disciplinary action.
3. The reasons for any disciplinary action taken shall be reduced to writing and given to the member. A copy of such notification shall be forwarded to the Association and the Director of Human Resources.

- 25.02 Disciplinary notifications such as conduct sheets, written warnings or disciplinary statements of a derogatory nature entered on the member's record, which have not resulted in the member's suspension, demotion or discharge, shall not be considered after two (2) years from the date the document was entered, provided that during that time no other incidents of misconduct have been documented or entered into the record.

Disciplinary notifications resulting in the member's suspension or demotion shall not be considered after five (5) years from the date the document was entered, provided that during that time no other incidents of misconduct have been documented or entered into the record.

Where such notification is no longer to be considered, it shall be expunged from the file on the second and/or fifth anniversary of the date of last entry, as the case may be.

- 25.03 A member is entitled to view his/her Personnel File upon twenty-four (24) hours' notice of request. Such opportunity to view the file will not be unreasonably withheld. Such request shall be made through the Director - Human Resources.

- 25.04 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 Association shall reduce the grievance to writing using the Grievance Form and submit it to the Senior Officer in Charge of the Division or Unit. A Senior Officer shall meet with a representative of the Association and the aggrieved member. The Senior Officer/Civilian Manager shall render his/her written decision within six (6) working days following such meeting.

STEP 2

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

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 circumstances of which arose more than twenty-five (25) days before the said complaint was submitted to the Senior Officer/Civilian Manager as outlined in Step 1 above. This applies only if the aggrieved member has been made aware of the relevant fact 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, 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.

Either party to this Agreement may lodge a grievance in writing, using the Grievance Form, with the other party on any difference between the Parties on the interpretation, application or administration of this Agreement, including any question as to whether a questions 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 26 – DURATION

26.01 The terms and conditions of this Agreement shall remain in full force and effect from January 1, 2011 to December 31, 2014, 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 one hundred and eighty (180) 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, each party shall provide to the other party a list of the changes it requires to the Agreement and the Parties agree to meet before September 30, 2014 to commence bargaining a new Agreement.

SIGNED AT Brampton THIS 14 DAY OF June, 2011.

THE REGIONAL MUNICIPALITY OF PEEL
POLICE SERVICES BOARD

THE PEEL REGIONAL POLICE
ASSOCIATION

CHAIR

PRESIDENT

VICE-CHAIR

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER

MEMBER

[Handwritten signatures for the Regional Municipality of Peel Police Services Board: Chair (blank), Vice-Chair (Greet Lang), and four Members (Dahl, [unclear], [unclear], [unclear]).]

[Handwritten signatures for the Peel Regional Police Association: President (M. Armstrong), and four Members (Beno, [unclear], [unclear], [unclear]).]

SCHEDULE "A" - CIVILIAN SALARY SCHEDULE – Effective January 1, 2011

Salary Grade	Annual Hours	Step 1		Step 99		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
		HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
GRADE 10 781-1000 pts. C10/H10	1820 2080	\$36.28	\$66,038	\$37.99	\$69,134	\$39.69	\$72,229	\$43.09	\$78,421	\$46.49	\$84,612	\$49.89	\$90,803	\$53.29	\$96,994	\$56.70	\$103,185
GRADE 9 661-780 pts. C9/H9	1820 2080	\$29.71	\$54,076	\$31.10	\$56,611	\$32.50	\$59,146	\$35.28	\$64,215	\$38.07	\$69,285	\$40.85	\$74,355	\$43.64	\$79,424	\$46.43	\$84,494
		\$29.71	\$61,801	\$31.10	\$64,698	\$32.50	\$67,595	\$35.28	\$73,389	\$38.07	\$79,183	\$40.85	\$84,977	\$43.64	\$90,771	\$46.43	\$96,565
GRADE 8 596-660 pts. C8/H8	1820 2080	\$26.17	\$47,624	\$27.36	\$49,789	\$28.55	\$51,953	\$30.92	\$56,283	\$33.30	\$60,612	\$35.68	\$64,942	\$38.06	\$69,271		
		\$26.17	\$54,427	\$27.36	\$56,901	\$28.55	\$59,375	\$30.92	\$64,323	\$33.30	\$69,271	\$35.68	\$74,219	\$38.06	\$79,167		
GRADE 7 531-595 pts. C7/H7	1820 2080	\$25.40	\$46,232	\$26.56	\$48,333	\$27.71	\$50,435	\$30.02	\$54,638	\$32.33	\$58,841	\$34.64	\$63,044	\$36.95	\$67,246		
		\$25.40	\$52,837	\$26.56	\$55,238	\$27.71	\$57,640	\$30.02	\$62,443	\$32.33	\$67,246	\$34.64	\$72,050	\$36.95	\$76,853		
GRADE 6 466-530 pts C6/H6	1820 2080	\$22.33	\$40,638	\$23.34	\$42,485	\$24.36	\$44,333	\$26.39	\$48,027	\$28.42	\$51,721	\$30.45	\$55,416	\$32.48	\$59,110		
		\$22.33	\$46,444	\$23.34	\$48,555	\$24.36	\$50,666	\$26.39	\$54,888	\$28.42	\$59,110	\$30.45	\$63,332	\$32.48	\$67,554		
GRADE 5 401-465 pts. C5/H5	1820 2080	\$21.56	\$39,246	\$22.54	\$41,030	\$23.52	\$42,814	\$25.48	\$46,382	\$27.44	\$49,950	\$29.41	\$53,518	\$31.37	\$57,085		
		\$21.56	\$44,853	\$22.54	\$46,892	\$23.52	\$48,930	\$25.48	\$53,008	\$27.44	\$57,085	\$29.41	\$61,163	\$31.37	\$65,241		
GRADE 4 356-400 pts C4/H4	1820 2080	\$20.30	\$36,954	\$21.23	\$38,634	\$22.15	\$40,314	\$24.00	\$43,673	\$25.84	\$47,032	\$27.69	\$50,393				
		\$20.30	\$42,234	\$21.23	\$44,153	\$22.15	\$46,073	\$24.00	\$49,912	\$25.84	\$53,751	\$27.69	\$57,592				
GRADE 3 311-355 pts. C3/H3	1820 2080	\$19.50	\$35,483	\$20.38	\$37,096	\$21.27	\$38,709	\$23.04	\$41,935	\$24.81	\$45,160	\$26.59	\$48,387				
		\$19.50	\$40,552	\$20.38	\$42,396	\$21.27	\$44,239	\$23.04	\$47,926	\$24.81	\$51,612	\$26.59	\$55,299				
GRADE 2 266-310 pts. C2/H2	1820 2080	\$18.12	\$32,981	\$18.95	\$34,481	\$19.77	\$35,980	\$21.42	\$38,978	\$23.06	\$41,976	\$24.71	\$44,975				
		\$18.12	\$37,693	\$18.95	\$39,406	\$19.77	\$41,120	\$21.42	\$44,546	\$23.06	\$47,972	\$24.71	\$51,400				
GRADE 1 221-265 pts. C1/H1	1820 2080	\$16.18	\$29,451	\$16.96	\$30,876	\$17.75	\$32,301	\$19.31	\$35,151	\$20.88	\$38,001						
		\$16.18	\$33,658	\$16.96	\$35,286	\$17.75	\$36,915	\$19.31	\$40,172	\$20.88	\$43,429						

SCHEDULE "A" - CIVILIAN SALARY SCHEDULE – Effective January 1, 2012

Salary Grade	Annual Hours	Step 1		Step 99		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
		HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
GRADE 10 781-1000 pts. C10/H10	1820	\$36.83	\$67,029	\$38.56	\$70,171	\$40.28	\$73,313	\$43.73	\$79,597	\$47.19	\$85,881	\$50.64	\$92,165	\$54.09	\$98,449	\$57.55	\$104,733
GRADE 9 661-780 pts. C9/H9	1820	\$30.16	\$54,887	\$31.57	\$57,460	\$32.99	\$60,033	\$35.81	\$65,179	\$38.64	\$70,324	\$41.47	\$75,470	\$44.29	\$80,616	\$47.12	\$85,761
	2080	\$30.16	\$62,728	\$31.57	\$65,669	\$32.99	\$68,609	\$35.81	\$74,490	\$38.64	\$80,371	\$41.47	\$86,251	\$44.29	\$92,132	\$47.12	\$98,013
GRADE 8 596-660 pts. C8/H8	1820	\$26.56	\$48,338	\$27.77	\$50,535	\$28.97	\$52,733	\$31.39	\$57,127	\$33.80	\$61,521	\$36.22	\$65,916	\$38.63	\$70,310		
	2080	\$26.56	\$55,244	\$27.77	\$57,755	\$28.97	\$60,266	\$31.39	\$65,288	\$33.80	\$70,310	\$36.22	\$75,332	\$38.63	\$80,355		
GRADE 7 531-595 pts. C7/H7	1820	\$25.78	\$46,925	\$26.96	\$49,058	\$28.13	\$51,191	\$30.47	\$55,457	\$32.81	\$59,723	\$35.16	\$63,989	\$37.50	\$68,255		
	2080	\$25.78	\$53,629	\$26.96	\$56,067	\$28.13	\$58,504	\$30.47	\$63,380	\$32.81	\$68,255	\$35.16	\$73,131	\$37.50	\$78,006		
GRADE 6 466-530 pts C6/H6	1820	\$22.66	\$41,248	\$23.69	\$43,123	\$24.72	\$44,998	\$26.78	\$48,747	\$28.84	\$52,497	\$30.90	\$56,247	\$32.97	\$59,997		
	2080	\$22.66	\$47,140	\$23.69	\$49,283	\$24.72	\$51,426	\$26.78	\$55,711	\$28.84	\$59,997	\$30.90	\$64,282	\$32.97	\$68,568		
GRADE 5 401-465 pts. C5/H5	1820	\$21.89	\$39,835	\$22.88	\$41,646	\$23.88	\$43,456	\$25.87	\$47,078	\$27.86	\$50,699	\$29.85	\$54,320	\$31.84	\$57,942		
	2080	\$21.89	\$45,526	\$22.88	\$47,595	\$23.88	\$49,664	\$25.87	\$53,803	\$27.86	\$57,942	\$29.85	\$62,080	\$31.84	\$66,219		
GRADE 4 356-400 pts C4/H4	1820	\$20.61	\$37,509	\$21.55	\$39,214	\$22.48	\$40,919	\$24.36	\$44,328	\$26.23	\$47,738	\$28.10	\$51,149				
	2080	\$20.61	\$42,867	\$21.55	\$44,816	\$22.48	\$46,764	\$24.36	\$50,661	\$26.23	\$54,558	\$28.10	\$58,456				
GRADE 3 311-355 pts. C3/H3	1820	\$19.79	\$36,016	\$20.69	\$37,653	\$21.59	\$39,290	\$23.39	\$42,564	\$25.19	\$45,838	\$26.98	\$49,113				
	2080	\$19.79	\$41,161	\$20.69	\$43,032	\$21.59	\$44,903	\$23.39	\$48,644	\$25.19	\$52,386	\$26.98	\$56,129				
GRADE 2 266-310 pts. C2/H2	1820	\$18.39	\$33,476	\$19.23	\$34,998	\$20.07	\$36,519	\$21.74	\$39,562	\$23.41	\$42,605	\$25.08	\$45,649				
	2080	\$18.39	\$38,258	\$19.23	\$39,997	\$20.07	\$41,737	\$21.74	\$45,214	\$23.41	\$48,692	\$25.08	\$52,171				
GRADE 1 221-265 pts. C1/H1	1820	\$16.42	\$29,892	\$17.22	\$31,339	\$18.01	\$32,785	\$19.60	\$35,678	\$21.19	\$38,571						
	2080	\$16.42	\$34,163	\$17.22	\$35,816	\$18.01	\$37,469	\$19.60	\$40,775	\$21.19	\$44,081						

SCHEDULE "A" - CIVILIAN SALARY SCHEDULE – Effective July 1, 2013

Salary Grade	Annual Hours	Step 1		Step 99		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
		HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
GRADE 10 781-1000 pts. C10/H10	1820	\$38.31	\$69,731	\$40.11	\$73,000	\$41.91	\$76,269	\$45.50	\$82,806	\$49.09	\$89,343	\$52.68	\$95,881	\$56.27	\$102,418	\$59.87	\$108,955
GRADE 9 661-780 pts. C9/H9	1820	\$31.37	\$57,100	\$32.84	\$59,777	\$34.32	\$62,453	\$37.26	\$67,807	\$40.20	\$73,160	\$43.14	\$78,513	\$46.08	\$83,866	\$49.02	\$89,219
	2080	\$31.37	\$65,257	\$32.84	\$68,316	\$34.32	\$71,375	\$37.26	\$77,493	\$40.20	\$83,611	\$43.14	\$89,729	\$46.08	\$95,847	\$49.02	\$101,965
GRADE 8 596-660 pts. C8/H8	1820	\$27.63	\$50,287	\$28.89	\$52,573	\$30.14	\$54,859	\$32.65	\$59,430	\$35.17	\$64,002	\$37.68	\$68,573	\$40.19	\$73,145		
	2080	\$27.63	\$57,471	\$28.89	\$60,083	\$30.14	\$62,696	\$32.65	\$67,920	\$35.17	\$73,145	\$37.68	\$78,370	\$40.19	\$83,594		
GRADE 7 531-595 pts. C7/H7	1820	\$26.82	\$48,817	\$28.04	\$51,036	\$29.26	\$53,255	\$31.70	\$57,693	\$34.14	\$62,131	\$36.58	\$66,569	\$39.01	\$71,007		
	2080	\$26.82	\$55,791	\$28.04	\$58,327	\$29.26	\$60,863	\$31.70	\$65,935	\$34.14	\$71,007	\$36.58	\$76,079	\$39.01	\$81,151		
GRADE 6 466-530 pts C6/H6	1820	\$23.58	\$42,911	\$24.65	\$44,861	\$25.72	\$46,812	\$27.86	\$50,713	\$30.01	\$54,614	\$32.15	\$58,515	\$34.29	\$62,416		
	2080	\$23.58	\$49,041	\$24.65	\$51,270	\$25.72	\$53,499	\$27.86	\$57,958	\$30.01	\$62,416	\$32.15	\$66,874	\$34.29	\$71,332		
GRADE 5 401-465 pts. C5/H5	1820	\$22.77	\$41,441	\$23.80	\$43,325	\$24.84	\$45,208	\$26.91	\$48,976	\$28.98	\$52,743	\$31.05	\$56,510	\$33.12	\$60,278		
	2080	\$22.77	\$47,361	\$23.80	\$49,514	\$24.84	\$51,667	\$26.91	\$55,972	\$28.98	\$60,278	\$31.05	\$64,583	\$33.12	\$68,889		
GRADE 4 356-400 pts C4/H4	1820	\$21.44	\$39,021	\$22.41	\$40,795	\$23.39	\$42,569	\$25.34	\$46,116	\$27.29	\$49,663	\$29.24	\$53,211				
	2080	\$21.44	\$44,596	\$22.41	\$46,623	\$23.39	\$48,650	\$25.34	\$52,704	\$27.29	\$56,757	\$29.24	\$60,812				
GRADE 3 311-355 pts. C3/H3	1820	\$20.59	\$37,468	\$21.52	\$39,171	\$22.46	\$40,874	\$24.33	\$44,280	\$26.20	\$47,686	\$28.07	\$51,093				
	2080	\$20.59	\$42,820	\$21.52	\$44,767	\$22.46	\$46,713	\$24.33	\$50,606	\$26.20	\$54,498	\$28.07	\$58,392				
GRADE 2 266-310 pts. C2/H2	1820	\$19.14	\$34,826	\$20.00	\$36,409	\$20.87	\$37,992	\$22.61	\$41,158	\$24.35	\$44,323	\$26.09	\$47,490				
	2080	\$19.14	\$39,801	\$20.00	\$41,610	\$20.87	\$43,419	\$22.61	\$47,037	\$24.35	\$50,655	\$26.09	\$54,274				
GRADE 1 221-265 pts. C1/H1	1820	\$17.09	\$31,098	\$17.91	\$32,602	\$18.74	\$34,107	\$20.39	\$37,116	\$22.05	\$40,126						
	2080	\$17.09	\$35,540	\$17.91	\$37,260	\$18.74	\$38,979	\$20.39	\$42,419	\$22.05	\$45,858						

SCHEDULE "A" - CIVILIAN SALARY SCHEDULE – Effective September 11, 2014

Salary Grade	Annual Hours	Step 1		Step 99		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
		HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
GRADE 10 781-1000 pts. C10/H10	1820	\$39.27	\$71,475	\$41.11	\$74,825	\$42.95	\$78,176	\$46.64	\$84,876	\$50.32	\$91,577	\$54.00	\$98,278	\$57.68	\$104,979	\$61.36	\$111,679
GRADE 9 661-780 pts. C9/H9	1820	\$32.16	\$58,528	\$33.67	\$61,271	\$35.17	\$64,015	\$38.19	\$69,502	\$41.20	\$74,989	\$44.22	\$80,476	\$47.23	\$85,963	\$50.25	\$91,450
	2080	\$32.16	\$66,889	\$33.67	\$70,024	\$35.17	\$73,160	\$38.19	\$79,431	\$41.20	\$85,701	\$44.22	\$91,972	\$47.23	\$98,243	\$50.25	\$104,514
GRADE 8 596-660 pts. C8/H8	1820	\$28.32	\$51,544	\$29.61	\$53,887	\$30.90	\$56,230	\$33.47	\$60,916	\$36.05	\$65,602	\$38.62	\$70,288	\$41.19	\$74,974		
	2080	\$28.32	\$58,908	\$29.61	\$61,586	\$30.90	\$64,263	\$33.47	\$69,618	\$36.05	\$74,974	\$38.62	\$80,329	\$41.19	\$85,684		
GRADE 7 531-595 pts. C7/H7	1820	\$27.49	\$50,038	\$28.74	\$52,312	\$29.99	\$54,587	\$32.49	\$59,136	\$34.99	\$63,684	\$37.49	\$68,233	\$39.99	\$72,782		
	2080	\$27.49	\$57,186	\$28.74	\$59,785	\$29.99	\$62,385	\$32.49	\$67,584	\$34.99	\$72,782	\$37.49	\$77,981	\$39.99	\$83,180		
GRADE 6 466-530 pts. C6/H6	1820	\$24.17	\$43,984	\$25.27	\$45,983	\$26.36	\$47,982	\$28.56	\$51,981	\$30.76	\$55,979	\$32.95	\$59,978	\$35.15	\$63,976		
	2080	\$24.17	\$50,267	\$25.27	\$52,552	\$26.36	\$54,837	\$28.56	\$59,406	\$30.76	\$63,976	\$32.95	\$68,546	\$35.15	\$73,116		
GRADE 5 401-465 pts. C5/H5	1820	\$23.34	\$42,477	\$24.40	\$44,408	\$25.46	\$46,339	\$27.58	\$50,200	\$29.70	\$54,062	\$31.83	\$57,923	\$33.95	\$61,785		
	2080	\$23.34	\$48,545	\$24.40	\$50,752	\$25.46	\$52,958	\$27.58	\$57,372	\$29.70	\$61,785	\$31.83	\$66,198	\$33.95	\$70,611		
GRADE 4 356-400 pts. C4/H4	1820	\$21.98	\$39,997	\$22.98	\$41,815	\$23.97	\$43,633	\$25.97	\$47,269	\$27.97	\$50,904	\$29.97	\$54,541				
	2080	\$21.98	\$45,710	\$22.98	\$47,788	\$23.97	\$49,866	\$25.97	\$54,021	\$27.97	\$58,176	\$29.97	\$62,333				
GRADE 3 311-355 pts. C3/H3	1820	\$21.10	\$38,404	\$22.06	\$40,150	\$23.02	\$41,896	\$24.94	\$45,387	\$26.86	\$48,878	\$28.77	\$52,370				
	2080	\$21.10	\$43,891	\$22.06	\$45,886	\$23.02	\$47,881	\$24.94	\$51,871	\$26.86	\$55,860	\$28.77	\$59,851				
GRADE 2 266-310 pts. C2/H2	1820	\$19.61	\$35,696	\$20.50	\$37,319	\$21.40	\$38,942	\$23.18	\$42,186	\$24.96	\$45,431	\$26.75	\$48,677				
	2080	\$19.61	\$40,796	\$20.50	\$42,650	\$21.40	\$44,505	\$23.18	\$48,213	\$24.96	\$51,921	\$26.75	\$55,631				
GRADE 1 221-265 pts. C1/H1	1820	\$17.51	\$31,875	\$18.36	\$33,417	\$19.21	\$34,960	\$20.90	\$38,044	\$22.60	\$41,129						
	2080	\$17.51	\$36,429	\$18.36	\$38,191	\$19.21	\$39,954	\$20.90	\$43,479	\$22.60	\$47,005						

SCHEDULE "A"**CLASSIFICATIONS BY GRADE**

GRADE 10 (781 - 1000 pts)	GRADE 9 (661 - 780 pts)	GRADE 8 (596 - 660 pts)	GRADE 7 (531 - 595 pts)	GRADE 6 (466 - 530 pts)
Asst Manager-Construction Projects	Analyst-Business	Administrator-Safety Village	Administrator-HRMS	Analyst-Asset & GIS
Asst Manager-Criminal Intelligence Analysis	Analyst-Business Systems	Analyst-A.F.I.S. *	Analyst-Benefits	Analyst-Service Desk
Asst Manager-Facilities Mgmt	Analyst-Criminal Intelligence	Analyst-Audio	Analyst-Compensation	Applicant Investigator
Asst Mgr-Infrastructure Replacement	Analyst-Financial	Analyst-Corporate	Analyst-Jr. Financial Planning	Civilian Recruiter
Co-ordinator-Criminal Analysis Support	Analyst-Financial Planning	Analyst-Risk Management	Analyst-Programmer	Co-ordinator-Administration
Financial Systems Project Leader	Analyst-Forensic Video *	Analyst-Freedom of Information	Auditor-CPIC Systems	Co-ordinator-Benefits
Supervisor-Budgets & Financial Planning	Analyst-Geographic Information System	Call Taker (P/T) - (maximum Step 4)	Auditor-Quality Assurance	Co-ordinator-Central Paid Duty
Supervisor-Corporate Planning & Research	Analyst-HRMS	Communicator	Auditor-Records Systems	Co-ordinator-Civilian Monitor
Supervisor-Desktop Operations	Analyst-Network	Co-ordinator-Communications	Co-ordinator-Electronic Evidence Systems	Co-ordinator-Compensation
Supervisor-HRMS Development	Analyst-Sr. Programmer	Co-ordinator-Facilities Systems *	Co-ordinator-Employee Relations	Co-ordinator-Directives Mgmt & Resources
Supervisor-Internal Control & Fin. Services	Analyst-Systems Security	Co-ordinator-Internet Marketing	Co-ordinator-Employment	Co-ordinator-Disability
Supervisor-IT Operations	Auditor-Sr Internal	Co-ordinator-S.P.E.A.R.	Co-ordinator-Fraud Intake	Co-ordinator-Events
Supervisor-Network Infrastructure	Co-ordinator-Corporate Reporting	Co-ordinator-Telephone Systems	Co-ordinator-Mugshot System *	Co-ordinator-Excellence Prgms & Policing Strds
Supervisor-Projects and Analysis	Co-ordinator-Systems Project	Engineer-Systems	Co-ordinator-Peer Support	Co-ordinator-Fleet Systems
Supervisor-Records Information Mgmt	Engineer-Electronics *	Officer-Court Liaison	Co-ordinator-Powercase	Co-ordinator-Major Collision Bureau
Supervisor-Service Desk	Engineer-Sr. Configuration	Technician-Fleet Licensed *	Co-ordinator-Property	Co-ordinator-Project
Supervisor-Software Development	Engineer-Sr. Systems	Trainer-Communications	Co-ordinator-Records & Information Mgmt	Co-ordinator-Recruit Intake
Supervisor-Telecom. Systems & Services	Specialist-Quality Performance	Video Producer *	Co-ordinator-Timekeeping	Co-ordinator-Property Video Analysis
Supervisor-Voice Systems Infrastructure	Supervisor-Administration		Co-ordinator-ViCLAS	Desktop Publisher
	Supervisor-Alarm Program		Driver Trainer *	Mechanic-Building Maintenance *
	Supervisor-Benefits Administration		Engineer-Configuration	Officer-Provincial Firearms
	Supervisor-Civilian Recruiting & Employment		Officer-Financial	Reviewer-Records Systems
	Supervisor-Communications		Officer-Prisoner Escort *	Technician-Fleet Service *
	Supervisor-Communications Systems		Specialist-Disability	Technician-Identification *
	Supervisor-Communications Training		Technician-Systems *	Technician-Support *
	Supervisor-Court & Criminal Records		Trainer-Records Systems	
	Supervisor-DDE			
	Supervisor-Disability Management			
	Supervisor-Driver Training *			
	Supervisor-Employee Relations			
	Supervisor-Facilities Management			
	Supervisor-Garage Operations *			
	Supervisor-Inventory			
	Supervisor-Learning and Development			
	Supervisor-Prisoner Escort *			
	Supervisor-Quality Assurance			
	Supervisor-Records Audit & Training Unit			
	Supervisor-Records Customer Service Unit			
	Supervisor-Records Search Unit			
	Supervisor-Timekeeping			
	Technician-Infrastructure *			
	Technician-Sr Systems *			
	Technologist-Telecommunications Systems			

* denotes 2080 hours per year

NOTE: The rate of pay for a student employed in accordance with the terms of this Agreement shall be fixed at 80% of the maximum rate for that classification.

SCHEDULE "A"

CLASSIFICATIONS BY GRADE				
GRADE 5 (401 - 465 pts)	GRADE 4 (356 - 400 pts)	GRADE 3 (311 - 355 pts)	GRADE 2 (266 - 310 pts)	GRADE 1 (221 - 265 pts)
Administrative Assistant Assistant Co-ordinator-Crime Stoppers Clerk-Civil Litigation Clerk-Corrections Clerk-Criminal Records Clerk-Customer Liaison Clerk-Insurance Passport Info Clerk-MVA Insurance Clerk-Occurrence Report Processing Clerk-Prisoner Escort Clerk-Purchasing Clerk-Summons and Warrants Clerk-Warrants/Probation Co-ordinator-Alarm Program Co-ordinator-Financial Services Co-ordinator-Learning & Development Co-ordinator-Parts & Service (Fleet) * Co-ordinator-Parts & Service (TSS) * Co-ordinator-Records Search Co-ordinator-Scheduling Court Package Processor Disclosure Support Operator-CPIC Operator-Information Systems Operator-Records System Operator-Security Console Process Server Technician-RIMS Timekeeper	Administrative Support I Clerical Support I Clerk-Court Services Maintenance Person * Operator-Intelligence System Report Taker	Administrative Support II Clerical Support II Clerk/Courier Clerk-Alarm Program Clerk-Document Imaging Clerk-Inventory Clerk-Records Search Operator-Switchboard Clerk-Information Tailor	Administrative Clerk Civilian Monitor Clerk-Mailroom Operator-Fleet Transport * Shipper/Receiver *	Cleaner *

* denotes 2080 hours per year

NOTE: The rate of pay for a student employed in accordance with the terms of this Agreement shall be fixed at 80% of the maximum rate for that classification.

SCHEDULE "A"
NOTES

Classification names are used for the purpose of describing the general nature of the members' duties. The Board has the right to assign other duties than those specifically mentioned in the classification name due to the nature and size of the operation.

The Board has discretion to hire new members at any point on the scale for that classification, or in special cases, to advance members faster than the scale requires or withhold scheduled increases by reason of unsatisfactory performance.

In the event that an increase is withheld, the member or Association shall have the right to grieve against Management's decision to its fullest extent.

All annual salary rates are rounded except for hourly rated members whose hourly rate is rounded.

Members eligible for a general economic increase in 2014 shall receive a lump sum payment equal to 2.5% of all regular earnings (for clarity, regular earnings shall not include overtime, statutory holidays, or vacation pay) from January 1st, 2014 up to and including September 10th, 2014 payable no later than September 30th, 2014.

SCHEDULE "B"



Grievance Form

Association _____
 Member _____
 Unit/Bureau _____
 Supervisor _____

Grievance No. _____
 Badge No. _____
 Classification _____

Statement of Alleged Violation

Article(s) Allegedly Violated

_____ and any other relevant Article of the Collective Agreement

Statement of Facts to Support Grievance

Statement of Redress Sought

Signature of Member/Association Representative _____

_____ Yr. Mo. Day

SCHEDULE "B"

Step 1	Senior Officer/Manager In Charge	Name _____	Badge No. _____
	Date and Time Grievance Received	_____	
	Response	_____	
	_____	_____	
	_____	_____	
Step 2	Chief of Police		
	Date and Time Grievance Received	_____	
	Response	_____	
	_____	_____	
	_____	_____	
Step 3	Board Grievance Committee		
	Response	_____	
	_____	_____	
	_____	_____	
	_____	_____	
Step 4	Written Request for Arbitration received by Board on	_____	_____
		Yr. Mo. Day	Time <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.

SCHEDULE "C"

The Parties agree that the following list of classifications shall be excluded from the Civilian Collective Agreement in accordance with Clause 2.01(f):

1. Executive Director, Police Services Board
2. Board Administrator, Police Services Board
3. Project Assistant, Police Services Board
4. Office Co-ordinator, Police Services Board
5. Webmaster, Police Services Board
6. Chief Administrative Officer – Corporate Services
7. Associate Administrator
8. Director, Facilities Services
9. Director, Finance and Planning
10. Director, Human Resources
11. Director, Information Technology Services
12. Director, Materials Management
13. Director, Risk Management
14. Manager, Business Planning & Analysis
15. Manager, Business Solutions & Applications
16. Manager, Business Support
17. Manager, Compensation, Benefits & HRMS
18. Manager, Corporate Planning & Research
19. Manager, Labour Relations
20. Manager, Fleet Services & Commissioning
21. Manager, Infrastructure & Data Centre Operations
22. Manager, Telecommunication Systems & Services
23. Executive Assistant to the Chief of Police
24. Executive Assistant, Corporate Services
25. Executive Assistant, Corporate Support Services
26. Executive Assistant, Field Operations
27. Executive Assistant, Operations Support Services

SCHEDULE "D"

INTERNAL EQUITY PLAN

Whereas the Parties executed a Letter of Understanding providing for the review and finalization of a revised Position Analysis Questionnaire (PAQ), Evaluation Rating Guide, and Point-Factor Rating System to form part of a replacement Job Evaluation System for implementation on January 1st, 2009 with retroactivity, where appropriate, dating from January 1, 2008;

And whereas the Joint Job Evaluation Committee (JJEC) established by the Parties reviewed and evaluated all bargaining unit positions utilizing the revised job evaluation system, setting out the proposed point-factor scores attributable to each civilian job classification;

And whereas the JJEC advanced to the Board and the Association its consensus recommendations with respect to the final factor weightings and wage bands to be implemented to maintain pay equity in accordance with the requirements of the Pay Equity Act, as amended;

Now therefore, the Parties agree as follows:

1. That a new Job Evaluation System has been implemented, comprised of the following components:
 - (a) A Position Analysis Questionnaire (PAQ);
 - (b) An Evaluation Rating Guide;
 - (c) A Point Factor Rating System that appropriately values the skill, effort, responsibility, and working conditions under which the work is normally performed; and,
 - (d) A Point Factor Banding System for purposes of assigning job classes to distinct salary grades.

The Board and the Association agree that the Position Analysis Questionnaire, Evaluation Rating Guide, Point Factor Rating System and/or Point Factor Banding System shall only be amended upon the agreement of the Parties.

2. That effective January 1st, 2008 the following provisions shall apply:
 - (a) That the wage classification system shall be comprised of ten (10) wage grades, each grade corresponding to the following point minimum and point maximum:

Wage Grade	Point Minimum	Point Maximum	Point Spread
1	221	265	44
2	266	310	44
3	311	355	44
4	356	400	44
5	401	465	64
6	466	530	64
7	531	595	64
8	596	660	64
9	661	780	119
10	781	1000	219

- (b) For each of the ten (10) bands in the system, an hourly minimum and maximum rate shall be as set out in Schedule "A" to this Agreement.

- (c) Progression from the minimum rate in a band to the maximum rate shall be in accordance with the following increments or steps, as reflected in Schedule "A" to this Agreement:

Band 1	4 steps to maximum including the minimum rate
Bands 2 to 4	5 steps to maximum including the minimum rate
Bands 5 to 8	6 steps to maximum including the minimum rate
Bands 9 and 10	7 steps to maximum including the minimum rate

- (d) Consistent with the number of steps increasing towards the higher bands, the minimum rate for each band shall be established as a percentage differential to the maximum rate as follows

Band 1	Minimum rate set at 77.5% of maximum rate
Bands 2 to 4	Minimum rate set at 73.33% of maximum rate
Bands 5 to 8	Minimum rate set at 68.75% of maximum rate
Bands 9 and 10	Minimum rate set at 64% of maximum rate

All full time members shall be eligible for progression from one step within a wage band on the salary schedule to the next step, up to maximum, on each anniversary of their commencement date in a job classification within that wage band, and subject to satisfactory performance.

Upon ratification (March 12, 2009), a member who is newly hired and who has successfully completed six (6) months probation in Step 1 shall receive a wage adjustment of fifty percent (50%) of the difference between Step 1 and Step 2 after six (6) months' service. All internal transfers and promotions to a higher rated position shall be in accordance with the existing practice of placing members at the step on the grid which results in the member realizing an hourly salary increase. In the event an internal applicant is promoted into a higher wage band at Step 1, they shall be eligible for the increase after six (6) months as above.

For part time and temporary members, the eligibility for progression shall correspond to the period required for the member to attain the equivalent number of annual hours worked as a full time member in that classification (i.e., 1820 or 2080).

- That effective January 1st, 2008 all bargaining unit positions were placed in the wage band corresponding to each classification's evaluated point factor scoring as determined by the Committee and ratified by the Parties. Subject to the provisions of Articles 4.04 and 9.01, all bargaining unit positions that are newly created and/or subsequently re-classified after January 1st, 2008 shall be placed in the wage band corresponding to that classification's new or re-evaluated point factor scoring.
- That the Board's approval of the Committee's point factor scoring of all bargaining unit positions constitutes its approval of the consensus recommendations of the Committee pursuant to Article 4.04 of the Civilian Agreement. Accordingly, a concern by a member respecting the factor ratings and/or point factor scoring of a position as determined by the Committee shall not be the subject of a grievance.
- A member whose hourly wage rate continues to remain in excess of the wage band maximum for the evaluated position on December 31st, 2010 shall have such hourly wage rate maintained but will be ineligible for further general economic increases until such time as the member's wage rate is equal to, or less than, the maximum rate of that classification's revised wage band.

6. The normally scheduled hours of work for all existing and future classifications falling within Wage Band 10 shall be 1820 hours annually. This paragraph is without prejudice to the Parties rights under the Collective Agreement and shall not be relied upon by either Party in the event the Employer wishes to change the hours of work.

SCHEDULE "E"**Application for Unpaid Leave of Absence****Member Information**

Member Name _____ Employee ID _____
Surname, Given Name(s)

Department _____

Details of Request

I hereby request a Leave of Absence Without Pay for a total of _____ hours to be scheduled for the following date(s):

The reason for my request is:

Acknowledgement

I acknowledge that if my Unpaid Leave or series of Leaves exceeds four (4) weeks in any calendar year, I will agree to:

(a) submit this Request at least 30 days prior to the commencement of my leave, and if approved
 (b) be bound by the terms and conditions as set out in Article 14 in the Collective Agreement, which I have read and understand.

Maintenance of Welfare Benefits

Pending approval of my Request for Unpaid Leave of Absence, and in accordance with Article 14 of the Collective Agreement, I hereby advise that I wish to:

Maintain my benefits Not to maintain my benefits for the duration of my leave

Member's Signature (Print, sign and forward to OIC for approval)

 Member's Signature _____ Date (Year/Month/Day) _____

Officer / Manager in Charge

Approved Denied

Comments: _____

 OIC's Signature / Badge # _____ Date (Year/Month/Day) _____

Chief's Management Group (required for leaves in excess of 4 weeks)

Approved Denied

Comments: _____

 CMG Signature / Badge # _____ Date (Year/Month/Day) _____

Forward to Human Resources for processing

SCHEDULE "F"**Joint Retainer Agreement**

As you are aware, (insert name) has filed a complaint against the Regional Municipality of Peel Police Services Board ("the Board"), in which you have been named as a personal respondent. Our firm has been retained by the Board as its legal counsel with respect to this complaint.

Since you have been named as a personal respondent in this complaint, it is possible that you could be found liable to the complainant in your personal capacity if the matter proceeds to a hearing. In other words, you could personally be ordered to make a monetary payment or to provide some other remedy to the complainant.

Currently, it appears that your interests and the Board's interests in this matter coincide, and therefore the Board is prepared to make its legal counsel available to represent you in relation to this complaint. Of course you have the right at any time to obtain independent legal representation if you so choose.

If you choose to be represented by the Board's counsel and if a conflict of interest arises between you and the Board or between you and another client represented by our firm in the matter, you must understand and agree that our firm may no longer be able to continue to act in the matter. That determination would, if necessary, be made in accordance with the Rules of Professional Conduct governing the legal profession and the obligations of the Board's counsel based on the circumstances pertaining at the time. In such circumstances you would continue to be free to engage counsel of your choice and we would assist by a referral to alternate counsel if you should so wish.

You should also understand that, if we act on behalf of both yourself and the Board, we will not be able to keep any information that you provide to us confidential from the Board, or from any other individual who decides to accept this offer. Therefore, the Board and all other individuals for whom we are acting will have access to all of the information that you provide to us. However, I have been authorized by the Board and by the Chief to undertake that they will not seek to adduce in evidence either for the purposes of this proceeding or in any other proceeding any evidence obtained by them solely by means of your disclosure of such evidence to our Firm during the course of our Firm's representation of you. I will obtain a similar undertaking from all individuals accepting this offer and will require the same of you respecting statements made to our Firm regarding the Board, the Chief or other individuals accepting this offer. Nothing in this agreement or in the undertaking shall prevent the Board or the Chief, for the purposes of this or any other proceeding, from investigating or pursuing information provided to them by our Firm or from seeking to adduce in evidence in this or in any other proceeding, any evidence obtained from such investigation or pursuit of information.

Since our Firm has a continuing relationship with the Board, we recommend that you obtain independent legal advice before you decide whether you wish our Firm to act for you in this matter.

We need to obtain your written consent to have us act for you in this matter before we can take any steps to respond to this matter on your behalf. If you have read and understood the foregoing and agree to be represented by our firms on the terms set out above, please sign the declaration below, and return it to the undersigned no later than (insert date).

Thank you for your prompt attention to this matter.

Yours very truly

I, the undersigned, have read and understood and hereby agree to the terms set out in the letter above.

(Date)

(name of client)

LETTERS OF INTENT

1. CHANGE IN STATUS (effective post-ratification 1991)

With respect to part-time and full-time service, the practice of severing employment to effect a change from full-time to part-time or vice versa shall cease and all persons who have changed in this fashion are considered to have service which has not been interrupted. (Note: With respect to members who have prior to ratification switched to full-time from part-time, or vice versa, to receive recognition for such service, a member must make written application to Human Resources and, on documentary confirmation of the service, the benefit shall apply for 1991 (post ratification) and future entitlement.

2. STATUS CHANGE – CLEANER CLASSIFICATION

For the Cleaner classification, all members having greater than or equal to an average of thirty-five (35) hours per week, based on calendar year 2002, shall be converted to full time 2080 hour status. Those members having an average of less than thirty-five (35) hours per week shall remain part time.

LETTERS OF UNDERSTANDING

1. COMMUNICATION CENTRE SHIFT SCHEDULE

The Parties agree that for the term of this Civilian Collective Agreement expiring December 31st, 2014 and notwithstanding the provisions of Article 6.01 respecting Hours of Work, the normal work week for civilian members in the Communicator, and Communications Supervisor classifications shall consist of thirty-five (35) hours per week, exclusive of a one-half (1/2) hour unpaid lunch period. For civilian members in the Part-time Call Taker classification, the normal work week shall consist of less than thirty-five (35) hours per week, exclusive of a one-half (1/2) hour unpaid lunch period.

It is further agreed that either party may revert to the requirement for a one (1) hour unpaid lunch period upon at least seventy (70) calendar days' written notice specifying the date upon which such reversion shall be effective.

2. INTELLIGENCE SERVICES SHIFT SCHEDULE

The Parties agree that for the term of the Civilian Collective Agreement expiring December 31, 2014 and notwithstanding the provisions of Article 6.01 respecting Hours of Work, the compressed work week shift schedule for civilian members in the Intelligence Analyst classification assigned to the Analytical Unit, Intelligence Services shall consist of seventy (70) hours bi-weekly, exclusive of a one-half (1/2) hour unpaid lunch period.

It is further agreed that either party may revert to the requirement for a one (1) hour unpaid lunch period upon at least seventy (70) calendar days' written notice specifying the date upon which such reversion shall be effective.

3. HUMAN RESOURCES SHIFT SCHEDULE

The Parties agree that for the term of the Civilian Collective Agreement expiring December 31, 2014 and notwithstanding the provisions of Article 6.01 respecting Hours of Work, the compressed work week shift schedule for civilian members assigned to classifications within Human Resources shall consist of one hundred and five (105) hours tri-weekly, exclusive of a one-half (1/2) hour unpaid lunch period.

It is further agreed that either party may revert to the requirement for a one (1) hour unpaid lunch period upon at least seventy (70) calendar days' written notice specifying the date upon which such reversion shall be effective.

4. RECORDS SEARCH UNIT – RECORDS SERVICES SHIFT SCHEDULE

The Parties agree for the term of the Civilian Collective Agreement expiring December 31, 2014, and notwithstanding the provisions of Article 6.01 respecting Hours of Work, the regular hours of work for civilian members assigned to the Records Search Unit – Records Services electing to participate in a compressed work week shift schedule shall consist of one hundred and five (105) hour tri-weekly, exclusive of a one-half (1/2) hour unpaid lunch period.

It is understood and agreed that a member may elect to participate, or to withdraw from participation in the compressed work week schedule, upon thirty (30) days' notice in writing provided to the Supervisor – Records, Search Unit. It is further agreed that either party to this Agreement may revert to the requirement for a one (1) hour unpaid lunch period for all

members of the Unit, upon at least seventy (70) calendar days' written notice specifying the date upon which such reversion shall be effective.

5. LEAVE OF ABSENCE TO ATTEND TO ASSOCIATION BUSINESS

The Parties agree that for the term of the Civilian and Uniform Agreements expiring December 31, 2014 and notwithstanding the provisions of Articles 14.05 (Civilian) and 14.06 (Uniform), the Board shall grant, for the duration of this Agreement only, a leave of absence from duties to one (1) additional Uniform or Civilian member selected by the Association. The said leave of absence shall be without pay and the member so selected shall be considered a full time member of Peel Regional Police and entitled to the accumulation and debits of his/her sick leave. As such, the member shall receive his/her normal remuneration and the Board shall invoice the Association on a monthly basis for all costs, exclusive of sick leave credits.

6. OBSOLESCENCE OF A POSITION

The Board agrees to discuss the displacement and possible accommodation of members as a result of obsolescence of position(s) covered by the Civilian Collective Agreement.

7. DESIGNATED PARKING

Members whose regular place of employment is the Grenville and William B. Davis Court House shall be provided with designated parking during their work day at no expense to the members.

8. USE OF PART-TIME PRISONER ESCORT OFFICERS WITHIN THE COURTS BUREAU

Whereas the Board has advised the Association of its intentions to use part-time Prisoner Escort Officers within the Courts Bureau;

And whereas the Association has raised concerns on the effect that the use of part-time Prisoner Escort Officers will have on full-time Prisoner Escort Officers;

And whereas the Parties are desirous of resolving these issues;

Now therefore the Parties agree as follows:

- (i) That this Letter of Understanding shall be appended to the Civilian Collective Agreement and shall be enforceable under its terms and conditions;
- (ii) That for the term of the Civilian Collective Agreement (expiring December 31st, 2014) no full-time member within the Prisoner Escort Officer classification shall have his/her normal hours of work reduced or be subject to displacement or layoff as a result of the introduction and use of part-time members working within the same classification within the Courts Bureau;
- (iii) That the Board agrees to fill any permanent vacancies in the full-time Prisoner Escort Officer complement with full-time members;
- (iv) That all such part-time members shall be governed by the terms of the Civilian Collective Agreement respecting part-time employment;

- (v) That the Board at its sole discretion, subject to operational requirements, shall determine the scheduling and the number of part-time members it shall require;
- (vi) That all available part-time work opportunities, for part-time members shall be scheduled by the Board and assigned on a rotational basis. Should a part-time member decline the opportunity as it becomes available, such part-time member shall be placed at the bottom of the rotational list. Where possible, a part-time member shall be given twenty-four (24) hours' notice of work opportunities;
- (vii) That work performed by part-time members in excess of the normal daily and/or weekly hours specified by Article 6.01 shall be paid at the rate of time and one-half (1-1/2) the member's regular hourly rate and the subject Article 6.03 of the Civilian Collective Agreement;
- (viii) That nothing in this Letter of Understanding or in the Collective Agreement shall be construed as providing any guarantees as to the hours of work per day or per week or when part-time members commence or end hours of work;
- (ix) This amendment shall become effective date of ratification and shall remain in effect for the term of the Collective Agreement expiring December 31st, 2014.

9. COOPERATIVE WORK TERM PLACEMENTS

The Parties agree that the Board may employ college and/or university students as part of a co-operative work term placement during the term of this Agreement, provided that no more than six (6) such placements shall occur at any given time, and further provided that any such placement shall not result in the filling of a vacancy that would otherwise be subject to posting.

The term, assignment, location, and rate of pay for each such placement shall be subject to agreement of the Parties prior to each such placement occurring.

10. CLEANING VOUCHERS

The Board agrees to continue to provide cleaning vouchers to incumbent members of the Driver Trainer classification for the term of this Agreement. Should an incumbent member be permanently re-assigned to another classification or otherwise ceases to perform the duties of the Driver Trainer classification, no further vouchers will be issued.

11. DISABILITY BENEFITS

The Parties agree that a joint committee be created to discuss the issue of CPI adjustment for all members on long term disability claim prior to January 1st, 2008 and who continue to be on disability. Nothing herein shall bind either party without written mutual agreement.

12. LABOUR RELATIONS

The Parties will sign a Letter of Understanding to form a Labour Relations Committee. The Committee will meet at the request of either party to identify and address issues of concern and, where possible, to make recommendations to resolve such issues. The agreement is not intended to preclude either party using the grievance and arbitration process of the Collective Agreement.