

**UNIFORM
2019 - 2023
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**THIS COLLECTIVE AGREEMENT WAS RATIFIED ON
THE 26th DAY OF MARCH 2019**

BETWEEN

TORONTO POLICE SERVICES BOARD
hereinafter called “the Board”

OF THE FIRST PART,

-and-

TORONTO POLICE ASSOCIATION
hereinafter called “the Association”

OF THE SECOND PART.

Whereas the parties have mutually agreed to enter into and execute this Collective Agreement defining, determining and providing for remuneration, benefits, pensions and working conditions of the members of the Toronto Police Service coming within the Uniform Branch as set out in Schedule A hereto;

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

ARTICLE 1 – SCOPE, RECOGNITION AND DUES

- 1.01 This Collective Agreement shall apply only to those members of the Toronto Police Service as set out in Schedule A hereto.
- 1.02 Provided at least 50 per cent of the members of the Service belong to the Association, the Board shall recognize the Association as the sole and exclusive bargaining agent for all members of the Service save and except the Chief, the Deputy Chiefs, and senior officers (as defined in s.114 of the *Police Services Act*) represented by the Toronto Police Senior Officers' Organization.
- 1.03 A member shall be obliged to pay the prescribed dues to the Association as a condition of employment but shall not be obliged to pay any assessments levied by the Association on any of its members which may be in excess of the prescribed dues unless he/she becomes a member of the Association.
- 1.04 The Board will deduct from the regular pay of each member of the Association such dues and assessments as the Association may, from time to time, levy in accordance with the By-laws of the Association and continue to make such deductions until this Collective Agreement is terminated or the member ceases to be a member of the Association, whichever occurs first.
- 1.05 Within a reasonable time after the making of each such deduction, the Board will pay to the Association the sum so deducted.
- 1.06 The actual costs to the Board, from time to time, during the currency of this Collective Agreement of carrying out such arrangements shall be paid by the Association to the said Board upon receipt of accounts therefor from the Board.

ARTICLE 2 - DEFINITIONS

- 2.01 Except where a contrary intention appears,
 - (a) "Association" means the Toronto Police Association.
 - (b) "Board" means the Toronto Police Services Board.
 - (c) "Chief of Police" means the Chief of Police, from time to time, of the Toronto Police Service.
 - (d) "Member" means a person holding a rank or classification as set out in Schedule "1" to this Collective Agreement.
 - (e) "Service" means the Toronto Police Service.

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

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

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 (a) The Association and its members recognize and acknowledge that, subject to the provisions of the *Police Services Act* and the Regulations thereto, it is the exclusive function of the Board to:

- (i) maintain order, discipline and efficiency;
- (ii) discharge, direct, classify, transfer, promote, demote or suspend, or otherwise discipline any member;
- (iii) hire.

(b) If a member claims that the Board has exercised any of the functions outlined in paragraph (a) (ii) in a discriminatory manner or without reasonable cause, then such a claim may be the subject of a grievance under the provisions of the grievance procedure outlined in this Collective Agreement or dealt with under procedures within the exclusive jurisdiction of the Ontario Civilian Police Commission, as prescribed by the *Police Services Act*.

(c) The Board agrees that it will not exercise any of the functions set out in this Article in a manner inconsistent with the provisions of this Collective Agreement or the *Police Services Act* and the Regulations thereto.

3.02 Nothing in this Collective Agreement shall be construed as imposing any personal liability upon an individual who, from time to time, is a member of the Board.

ARTICLE 4 – PROBATIONARY PERIOD – SERGEANTS

4.01 A member promoted to the rank of sergeant shall serve a probationary period of one year from the date of such appointment.

ARTICLE 5 - DISCIPLINE

5.01 Except for charges, complaints or other actions taken in respect of a member under the *Police Services Act* or any other legislation or regulation, a member shall be

notified of any disciplinary action taken against the member by way of documentation (currently TPS 930) and has the right to respond thereto in writing within 10 working days.

- 5.02 If the issuance of a derogatory TPS 930 is being considered and the member is requested to respond to a Unit Commander or his/her designate, the member shall have the opportunity to have the Divisional steward or Association representative present at such a meeting and, where practicable, without cost or loss of service to the Board. Representatives of the Board and the Association shall arrange for such meetings with the minimum disruption of police duties by the utilization of available personnel within the Unit or a full-time Association representative.
- 5.03 A copy of the Personnel Documentation Form TPS 930 will be given to the member when the documentation is made and in accordance with the provision on the Form, derogatory reports will be purged after two years, unless further derogatory reports are received, in which case the report will stay on file until two full years have passed without further derogatory reports.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Collective Agreement, including any question as to whether a matter is arbitrable, will be dealt with in the following manner:

STEP 1

An aggrieved member, accompanied and represented by an Association Steward or Director, may present his/her grievance, in writing, to his/her Unit Commander or designate and the grievance shall be discussed with a view to reaching a settlement. The Unit Commander shall render a written decision within five working days of the discussion. Any settlement of the grievance reached at this Step will be considered applicable to the case in question only and will not establish a precedent for future cases.

STEP 2

Failing satisfactory settlement at Step 1, the Association may, within 20 working days, submit the grievance to the Chief of Police or his/her designate for further discussion with a view to reaching a settlement. To facilitate settlement, a meeting shall be held at which the Board may be represented by such persons as the Board deems necessary and at which the Association may be represented by such persons as the Association deems necessary. The Chief of Police or his/her designate shall render a written decision within seven working days of the Step 2 meeting.

- 6.02 Either party to this Collective Agreement may lodge a grievance in writing with the other party on any difference between the parties concerning an interpretation, application or administration of the Collective Agreement, including any question as to whether a matter is arbitrable and such grievance shall commence at Step 2.
- 6.03 A grievance is to be commenced within 25 working days of the incident which gave rise to the grievance, unless the grievor, Association or Board is unaware that grounds exist for a grievance, in which case, the grievance is to be commenced within 25 working days of the time at which the grievor, Association or Board became aware that grounds for a grievance existed.
- 6.04 (a) Failing satisfactory settlement at Step 2 of the Grievance Procedure either party, within 10 working days, may refer the grievance to conciliation pursuant to the provisions of s. 123 of the *Police Services Act*.
- (b) Failing satisfactory settlement at conciliation, either party, within 90 calendar days following the date of the letter from the Solicitor General under s. 123(4) of the *Police Services Act*, may refer the grievance to arbitration under s. 124 of the *Police Services Act*.
- 6.05 For the purposes of this Article, "working days" shall mean Monday to Friday, exclusive of statutory holidays falling on or designated to be taken on any one of the days from Monday to Friday, inclusive.
- 6.06 An arbitrator may extend the time for the taking of any step in the grievance procedure under a Collective Agreement, notwithstanding the expiration of such time, where the arbitrator is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.

ARTICLE 7 - HOURS OF WORK

- 7.01 A regular tour of duty shall consist of eight consecutive hours of work. Where a member on such regular tour of duty is required by his/her supervisory officer to terminate his/her tour of duty before the completion of eight hours he/she shall receive no less than eight hours of pay for such tour.
- 7.02 Each member shall report for duty at least 15 minutes prior to the commencement of his/her tour of duty, which time shall not be included in computing the duration of such period.
- 7.03 Each member's normal week shall consist of five tours of duty and two days off which shall, subject to the requirements of the Service, (which said requirements shall be subject to question in any grievance procedure) be consecutive.

- 7.04 Each member shall be assigned a lunch period to commence after the completion of two and one-half hours of duty and be completed before the completion of six hours of duty. When the requirements of the Service do not permit the taking of an assigned lunch period, the member and his/her supervisory officer may agree upon some other period during the said tour or the member shall be credited with one hour at straight time.
- 7.05 Where the requirements of the Service only permit a member to take one-half hour or less for lunch, the member shall be credited with one-half hour at straight time.
- 7.06 A member who is granted permission to be excused from duty in accordance with the lieu time provisions of the Collective Agreement after having completed four hours of duty shall have lieu time debited for four hours and shall be credited with one hour at straight time for the lunch hour not taken.
- 7.07 Subject to the requirements of the Service, in the discretion of the Chief of Police:
- (a) The normal tours of duty will be as follows:
- | | | | |
|-------------|------------|---|-----------------|
| First Tour | 12:01 a.m. | - | 8:00 a.m. |
| Second Tour | 8:00 a.m. | - | 4:00 p.m. |
| Third Tour | 4:00 p.m. | - | 12:00 midnight, |
- provided that the Chief of Police shall continue to have the right to change the starting time of a tour of duty.
- (b) A member assigned to rotating shifts shall regularly rotate from one shift to another so that an equal amount of time will be spent by a member on each shift, providing, however, that by mutual agreement between a member and the Officer in Charge of his/her Unit of command, a member may spend more time on one shift than any other.
- 7.08 All uniform patrol cars, except those assigned to traffic duties, shall be manned by two fully trained and armed police officers while on patrol between the hours of 4:00 p.m. one day and 4:00 a.m. the following day or during such other continuous period of twelve hours per day as shall be designated by the Board to coincide with the period of peak patrol activity.
- 7.09 Notwithstanding Article 7.08, where an emergent situation occurs during or extends into the period of peak patrol activity and all other means of manning patrol cars by on-duty personnel have been exhausted, the Chief of Police or his/her designee in his/her discretion, may authorize the deployment of the required number of one-officer patrol cars.

- 7.10 An "emergent situation" includes disasters (such as hurricane, flood, fire, explosion) or other major disruptive events (such as utility malfunctions, police tactical occurrences, multiple fatalities).
- 7.11 Other circumstances may occur which will be foreseen and planned, which may justify the suspension of Article 7.08. No such suspension will occur, except on the basis acceptable to representatives of the Association and the Board after a meeting to review the circumstances of any proposed suspension.
- 7.12 Where the parties agree that public and officer safety will not be compromised, they may mutually agree to modify or waive the application of the two officer patrol car requirement in order to improve the capacity of the Service to more flexibly meet operational demands, including through scheduling changes.

ARTICLE 8 – SALARY, ALLOWANCES AND PAID DUTY

- 8.01 Subject to the exceptions set out below, the salary to be paid to each member shall be in accordance with the rate of pay for each rank as set forth in Schedule A annexed hereto and forming part of this Collective Agreement, such salaries being in accordance with the differentials set out in the said schedule.
- 8.02 (a) Electronic Pay Advices shall be made available through Employee Self-Service to all members on pay day.
- (b) Compensation shall be paid by means of electronic bank deposits to the financial institution(s) of the member's choice provided the institution(s) is a member of the Canadian Payment Association.
- 8.03 Specialty Pay
- (a) A constable who:
- (i) has been designated as a criminal investigator as defined by the Adequacy Regulation to the Police Services Act as of the date hereof, or a specialist criminal investigator as defined in the Criminal Investigation Management Plan as of the date hereof and who is assigned by the Chief of Police to perform duties as a criminal or specialist investigator on a full-time basis; or
- (ii) is a Training Constable, or a constable assigned to classroom instruction duties at the Toronto Police College, a Crime Analyst or a Field Intelligence Officer, if assigned to those duties on a full-time basis; or

- (iii) is assigned to a position that may be designated from time to time by the Chief of Police as eligible for specialist pay, providing it is an investigative function, performed on a full-time basis and requires accredited training or a special skill set

shall receive a salary of his/her rank plus 6.75 per cent of the salary of a First Class Constable as set out in Schedule A for the period of time during which he/she is so assigned and such salary shall be used for computing premium pay such as overtime and callback.

- (b) A member in receipt of salary as provided in (a) above shall receive such salary when on annual vacation, sick pay, paid holidays or on paid lieu time. In calculating net pay under Article 17 or for Central Sick Bank under Article 16 and for entitlements under Article 19, such 6.75 per cent payment will be taken into account. Assignments will not be varied for the purpose of avoiding obligations under this sub clause.

8.04 (a) The Parties realize that on occasion a member who is unable to perform all of his/her regular police duties because of injury or illness may be assigned to plainclothes duty and will not be entitled to clothing and plainclothes expense reimbursement payments.

- (b) When a member is assigned to plainclothes duty because of injury or illness, a Consent Form will be prepared which the member will sign acknowledging that he/she will not be entitled to plainclothes allowance and clothing expense reimbursement. The Consent Form will describe the injury or illness and the estimated time before the member is expected to return to his/her regular duty.

- (c) The Consent Form shall be renewed at least once every 60 work days, unless the Parties and the member concerned agree on a longer period. Copies of Consent Forms will be sent to the Association.

- (d) The aforementioned procedure will apply to any member assigned to plainclothes duty for reasons of injury or illness.

8.05 Each member to whom a dog is assigned and who has continuous off duty responsibilities for the care and maintenance of the dog in his/her custody in accordance with the requirements of the Board shall receive an allowance of \$75.00 per month. A member assigned such responsibilities for less than a month shall receive a pro rata amount in respect of such lesser period.

8.06 A constable who is assigned to coach a recruit during the first 10 weeks of the recruit's initial field assignment shall receive, in addition to his/her regular salary, 4 per cent of the constable's salary during the time when the constable is coaching the recruit.

8.07 The rate to be paid to each member for special services requested of the Service for control of crowds or for any other reason, shall be determined by the Association and the Board shall be advised by the Association of the said rate when determined or of any change therein.

8.08 PRU Patrol Allowance

In recognition of the nature of the Priority Response Units' duties in urban policing within the City of Toronto, any member (constable, sergeant or staff sergeant) with more than five years of service with the Board and who is assigned to the PRU (District/Divisional Priority Response Units, Priority Response Group and Traffic Services Uniform platoons, excluding Training Constables) shall receive commencing on September 1, 2019 an allowance of 3% of their basic salary paid on all hours worked in active service in the PRU.

For clarity, the PRU allowance applies to annual vacation, sick pay, paid holidays and paid lieu time. However, the allowance is not provided to members assigned to the CISU or where a member has not been performing PRU duties continuously for more than 30 calendar days. No member shall be simultaneously eligible for the PRU Patrol Allowance and Specialty Pay as defined in Articles 8.03 and 8.04.

ARTICLE 9 – PREMIUM PAY PROVISIONS

9.01 When a member is required to be on duty one-quarter hour or more in excess of such member's daily tour of duty, such member shall receive lieu time as provided in Article 9.03, or pay calculated at the rate of one and one-half times the member's rate of pay for time worked in excess of such daily tour.

9.02 (a) For the purpose of this article, "callback" is defined as the callback of a member after he/she has reported off duty and before his/her next following tour of duty, and shall include the attendance of a member:

- (1) (i) at courts during his/her off duty hours including lieu time hours, or
- (ii) on an overtime assignment separated by time off from his/her regular tour.

Such member shall be granted lieu time, as provided in Article 9.03, or pay calculated at the rate of one and one-half times the member's rate of pay for all hours of duty in such callback with a minimum of 3 hours' pay or time off in lieu thereof at the time and one-half rate for each such callback.

- (2) (i) at courts during his/her regularly scheduled days off, or

- (ii) performing duty on regularly scheduled days off.

Such member shall be granted lieu time, as provided in Article 9.03, or pay calculated at the rate of one and one-half times the member's rate of pay for all hours of duty in such callback with a minimum of 4 hours' pay or time off in lieu thereof at the time and one-half rate for each such callback.

- (b) (i) An appearance under subpoena at a Workplace Safety and Insurance Board (WSIB) hearing, Criminal Injury Compensation Board hearing, *Public Inquiries Act* hearing and Coroner's Inquest, or at an administrative tribunal hearing where the testimony he/she is required to give relates to the performance by the member of his/her duties as a police officer shall be deemed to be an appearance in court.
- (ii) For purposes of this article, an administrative tribunal hearing does not include arbitration under this collective agreement, the *Police Services Act*, or any hearing under Part V of the *Police Services Act*.
- (iii) There is no intent in this article to alter the compensation practices of officers attending disciplinary hearings or public complaint hearings.
- (c) With the consent of the Chief of Police and by the mutual consent of the member and his/her Unit Commander, a member may be excused from duty on the first tour of duty when he/she has been required to make two or more appearances in Court immediately preceding the first tour of duty.
- (d) (i) A member who is required to attend court during his/her vacation shall be granted two days off for each day or part thereof spent in Court. This Article shall apply only if the member's Unit Commander has approved, in advance, the member's attendance at court.
- (ii) If such appearance is outside of the City of Toronto, this article will only apply if the member has notified his/her Unit Commander as soon as possible after being made aware of such required court attendance.
- (iii) In addition, when the member must travel to court from a place other than his/her normal place of residence on a day other than the day of court attendance, he/she shall be granted equivalent time off to a maximum of eight hours for each day spent travelling. The member shall be reimbursed for any reasonable travelling expenses, except where the trip is made to or from the normal place of residence.
- (iv) The provision of this article shall not apply where a member schedules his/her vacation or by agreement with his/her Unit Commander amends his/her vacation period after the member is aware that he/she

will or may be required to attend court during such period. Such court appearance will be deemed to be an appearance at court during his/her regular days off. However, if in scheduling the initial vacation a member cannot select a one week period during which he/she has no court appearance during the months of June, July or August, provided the member has enough seniority to so select, the provisions of this article will still apply.

- (e) (i) In the event that a scheduled court appearance is cancelled after 2300 hours of the day preceding the scheduled court appearance, the officer shall be entitled to one-half of the callback allowance that would otherwise be payable.
 - (ii) A member who is not notified of the cancellation of his/her scheduled court appearance and who attends at his/her unit immediately prior to the court appearance or at court shall be entitled to the appropriate court attendance allowance under this Article 9.02.
 - (f) A court appearance by a member on Pregnancy Leave or Parental Leave is to be treated as a court appearance on a regularly scheduled day off and the member can elect cash or lieu time in respect thereof except where the court appearance is made during a period in respect of which a supplemental unemployment insurance benefit applies. In such cases, members shall be credited with lieu time for use following their return to work. If a member does not return to work, the lieu time credit shall be paid out in cash.
- 9.03 A member may elect lieu time instead of payment for overtime, including callbacks, in accordance with the following procedure:
- (a) Upon completion of such overtime worked by a member, such member shall indicate to his/her Officer in Charge whether the member elects to be paid for such overtime or to take time off in lieu thereof. The Officer in Charge shall enter the member's election in the records provided therefor.
 - (b) Periods of overtime for which a member elects to be paid shall be accumulated for one calendar month and the total so accumulated shall be paid for during the next following calendar month.
 - (c) Periods of overtime which the member has elected to take as lieu time off shall be allowed to accumulate, and for every one hour of lieu time so accumulated, the member shall be entitled to take one and one-half hours off, provided that such time must be taken at a time agreed upon between the member and the Unit Commander. Lieu time may be taken as part of a day or a whole day.

- 9.04 (a) All lieu time shall be recorded in the member's lieu time register. The Parties agree that lieu time should be used as soon as practicable after the time is accumulated. Lieu time to the credit of any member which exceeds 80 hours of accumulation on the last day of the month of February, May, August and November shall be paid on the pay day nearest the end of the following month. For the purpose of this article, lieu time includes all time accumulated under Article 17.04 for lunch hours worked, Article 9.03 for overtime and callbacks, and Article 14.04 for Statutory Holidays worked.
- (b) Members may elect to reduce their lieu time balance to 20 hours or to zero hours on the last day of November of each year.
- 9.05 All witness fees, exclusive of transportation allowance, received by any member attending, either on or off duty, any court shall be forfeited to the Treasurer of the City of Toronto where such member is entitled to payment from the Board for such court appearance.
- 9.06 A member who is assigned to perform all the regular duties of a higher rank for a temporary period of not less than one full tour of duty in each assignment, shall receive salary at the lowest rate of such higher rank for the entire period he/she is so assigned. A member who is authorized to work through the lunch hour and to leave an hour before the normal end of duty is nevertheless entitled to the higher rate.
- 9.07 A member shall receive:
- (a) An additional allowance of \$0.35 per hour for all hours worked during a shift which commences after 10:00 a.m. and at or before 6:00 p.m.
- (b) An additional allowance of \$0.60 per hour for all hours worked during a shift which commences after 6:00 p.m. on one day and at or before 4:30 a.m. on the following day.
- (c) The payment of any shift premium shall be in addition to any overtime payment entitlement, but it shall not be included for the purpose of calculating overtime pay.
- 9.08 For the purpose of calculating overtime and callback payments or lieu time, such calculations shall be taken to the nearest half hour, that is:

Time Worked	Time Credited
0 - 14	Nil
15 - 44	30 minutes
45 - 1 hour 14 min	1 hour etc.

- 9.09 No deduction will be made from pay and no overtime payment will be made for the short tour worked or the additional hour worked as a result of the changeover to Daylight Savings from Standard Time, and vice versa.

ARTICLE 10 - CLOTHING REIMBURSEMENT AND CLEANING ALLOWANCE

- 10.01 (a) On the submission of appropriate receipts for clothing required for the performance of his/her duty, each member who is required to perform police duties in plainclothes shall be reimbursed for such expenditure not to exceed \$1,225.00 per annum if he/she performs such duties for a full calendar year. If he/she performs such duties for less than a calendar year but for 30 days (or 240 hours if that occurs first) or more in that year, he/she shall receive a proportionate part of the aforesaid reimbursement in the same ratio that his/her time so spent bears to the calendar year.
- (b) A member who purchases plainclothes for an amount greater than that which he/she can claim in a calendar year, may carry over the balance and claim it in either of the next two succeeding calendar years provided the total amount in the succeeding calendar year does not exceed the annual maximum allowed for that year.
- 10.02 The clothing expense reimbursement to be paid to a member as provided in Article 10.01 above shall be paid in two installments. The first such installment, covering the period January to June, shall be paid by July 31st of that year. The second installment, covering the period July to December, shall be paid by February 28th of the following year.
- 10.03 Each member who is not in receipt of a clothing expense reimbursement shall be issued two pairs of either boots or shoes which shall be replaced by the Board when necessary. The issuance of either boots or shoes shall be in accordance with the determination of the member's superior officer as to what is adequate or required by the particular duty of the member.
- 10.04 Each member required to perform police duties shall be provided with one payment every six (6) months of one hundred and fifty dollars (\$150.00). These payments shall be made on the pay period including January 31 and July 31 of each year and will be prorated for employees who were not actively at work for in excess of one (1) month in any six month period.

ARTICLE 11 - TRANSPORTATION ALLOWANCES

- 11.01 A member who is requested to use his/her car in the performance of police duty and who agrees to do so, shall be paid an allowance of \$0.45 per kilometre for all mileage travelled in the performance of such duties.

- 11.02 Any damage to a member's car resulting from its use in the performance of duty as provided in Article 11.01 shall be repaired in the garage of the Service at no cost to the member.
- 11.03 No member shall be allowed to use his/her car pursuant to Article 11.01 unless and until he/she provides satisfactory evidence of public liability and property damage insurance.
- 11.04 Each member who attends a course at the Ontario Police College in Aylmer shall be granted a transportation allowance in the amount of \$40.00 for each week of attendance at such College.
- 11.05 (a) Members travelling to and/or from the Ontario Police College in Aylmer during off-duty hours will receive a four hour lieu time credit for each course.
- (b) Members travelling to and/or from the Canadian Police College in Ottawa during off-duty hours will receive an eight hour lieu credit for each course.
- (c) This credit will not apply to attendance in respect of the Probationary Constables Course or its equivalent, nor to a member seconded to the College.

ARTICLE 12 - LEGAL INDEMNIFICATION

- 12.01 (a) Subject to the other provisions of this Article, a member charged with but not found guilty of a criminal or statutory offence, because of acts done in the attempted performance in good faith of his/her duties as a police officer, shall be indemnified for the necessary and reasonable legal costs incurred by the member during the investigation of the incident that resulted in those charges being laid and for the necessary and reasonable legal costs incurred by the member in the defence of such charges.
- (b) Subject to the other provisions of this article, a member who is not charged with a criminal or statutory offence but who has been the subject of a criminal investigation because of acts done in the attempted performance in good faith of his/her duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred by the member during that investigation unless, arising from or as a result of such investigation, the member becomes the subject of a hearing under the *Police Services Act* and his or her conduct is found to constitute misconduct or unsatisfactory work performance, in which event the member shall not be eligible for indemnification hereunder.
- (c) Paragraph (b) hereof also applies to officers who, although not the subject of a criminal investigation, have incurred legal costs for any interview during the course of an investigation by SIU. It is understood that the legal costs of one

counsel for each officer identified as a subject officer will be indemnified. For witness officers, the legal costs of one counsel shall be indemnified. Furthermore, if there are:

- (i) more than eight witness officers, or
- (ii) interviews are being conducted concurrently at multiple locations

the legal costs of up to two additional counsel shall be indemnified.

12.02 Notwithstanding paragraphs 12.01 (a), (b) and (c), the Board may refuse payment otherwise authorized under paragraphs 12.01 (a), (b) or (c) where the actions of the member from which the charges or investigation arose amounted to a gross dereliction of duty or deliberate abuse of his/her powers as a police officer.

12.03 Where a member is a defendant in a civil action for damages or a respondent in a complaint made to the HRTO, because of acts done in the attempted performance in good faith of his/her duties as a police officer, he/she shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such an action in the following circumstances only:

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

12.04 A member whose conduct is called into question in the course of an inquiry under the *Coroners Act* or as an alleged offender in a hearing before the Criminal Injuries Compensation Board because of acts done in the attempted performance in good faith of his/her duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in representing his/her interests in any such inquest or hearing in the following circumstances only:

- (a) Where the Chief of Police and/or the Board does not provide counsel to represent the member at the inquest or hearing at the Board's expense; or

- (b) Where the counsel provided by the Chief of Police or the Board to represent either or both of them along with the member is of the opinion that it would be improper for him/her to act for both the Chief of Police or the Board and the member in that action.
- 12.05 (a) Where a complaint made by a member of the public against a member results because of the member's conduct as a police officer in the member's exoneration, but has then been referred to the Ontario Civilian Commission on Police Services ("OCCPS"), or the Ontario Civilian Police Commission ("OCPC") or to the Independent Police Review Director ("IPRD") under the Police Services Act for review, the member shall be indemnified for his/her necessary and reasonable legal costs incurred in respect of the review by OCCPS/OCPC/IPRD (and/or such other service other than the Toronto Police Service to which OCCPS/OCPC/IPRD may assign the review or investigation of the complaint) (the "review") and, if the matter does proceed to a hearing, incurred in respect of the review and the hearing (whether the hearing is conducted by the Toronto Police Service or any other police service) provided the complaint is in respect of acts done in the attempted performance in good faith of the member's duties as a police officer and, in the case of a review and hearing, provided the officer is not found guilty of misconduct or unsatisfactory work performance.
- (b) Where a complaint is made against a member by the public and the office of the Independent Police Review Director ("IPRD") retains the complaint for investigation or refers the complaint to a service other than the TPS for investigation, the member shall be indemnified for his/her necessary and reasonable legal costs incurred in respect of any hearing provided the complaint is in respect of acts done in the attempted performance in good faith of the member's duties as a police officer and provided the officer is not found guilty of misconduct or unsatisfactory work performance.
 - (c) A member who is the subject of a review, or of a review and a hearing under Article 12.05 (a) or (b), in relation to acts done in his/her capacity as a private citizen shall be entitled to indemnification, in the case of a review, where the matter does not proceed to a hearing and, in the case of a review and a hearing, where he/she is not found guilty of misconduct or unsatisfactory work performance.
 - (d) A member's necessary and reasonable legal costs incurred in respect of a hearing under Article 12.05 (a), (b), or (c) above, include legal costs incurred in respect of all related appeals provided the member is ultimately not found guilty of misconduct or unsatisfactory work performance.
- 12.06 (a) Where a member intends to apply to the Board for indemnification hereunder, the member shall, within 30 days of being charged or receiving notice of other legal proceedings covered herein, or receiving notice that he/she will not be represented by counsel retained by the Chief of Police and/or the Board,

apply in writing to the Chief of Police or to the officer designated by the Chief of Police to deal with such applications for approval to retain counsel and approval of the counsel to be so retained. In the event of any dispute concerning the counsel to be retained, the matter shall be resolved by an officer designated by the Chief and a member of the Association Executive designated for that purpose.

- (b) When a member advises his/her Unit Commander, in accordance with the Regulations of the Service, that he/she has been charged, or has received notice of other proceedings, the Unit Commander will advise the member in writing of the requirement to apply for indemnification within 30 days.

12.07 Where the Chief of Police, pursuant to Board policy, elects to provide legal counsel to defend a member in any legal proceeding covered by this provision, the cost of such counsel is the Board's responsibility irrespective of the outcome of the proceedings and neither the member nor the Board may rely upon the other provisions of this policy.

12.08 The Board shall provide legal counsel to represent the member in respect of any attempt during a legal proceeding, where the member is a witness because of actions of the member in the attempted performance in good faith of the member's duties with the Toronto Police Service, to obtain access to the personnel or other records of the member maintained on a confidential and restricted basis by the Toronto Police Service provided that adequate notice of the attempted access is given by the member in accordance with Service procedures and provided that the person designated by the Chief to appoint or designate such legal counsel is satisfied that, unless legal representation is provided, access to such personnel record may be ordered by the Court or other tribunal.

12.09 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) subject to Article 12.05, discipline charges under the *Police Services Act* and regulations thereunder.

12.10 For the purpose of Article 12.01 (a), a member:

- (a) shall be deemed to have been "not found guilty" where he/she is finally acquitted, where the charges are withdrawn or where he/she is discharged following a preliminary inquiry; and

- (b) shall be deemed to have been "found guilty" where the member is given an absolute or conditional discharge or where, if as a result of charges laid he/she is subsequently found guilty of, or pleads guilty to, other charges arising out of the same incident or incidents.

12.11 For the purpose of this provision, "necessary and reasonable legal costs" shall be based on the account rendered by the solicitor performing the work, subject initially to the approval of the City of Toronto Solicitor and, if there is a dispute between the solicitor doing the work and the City of Toronto Solicitor, the matter will be resolved by the referral of the issues to an independent lawyer agreed upon by the parties ("the "Assessor"). If the parties are unable to agree on an Assessor, they will request Mr. William Kaplan to appoint one.

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

12.13 For the purposes of this article:

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

ARTICLE 13 - VACATIONS

13.01 (a) A member shall be eligible for vacation on the following basis:

- (i) following the completion of 1 year of service - 2 weeks' vacation;
- (ii) following the completion of 3 years of service - 3 weeks' vacation;
- (iii) following the completion of 9 years of service - 4 weeks' vacation;
- (iv) following the completion of 15 years of service - 5 weeks' vacation;
- (v) following the completion of 21 years of service - 6 weeks' vacation;
- (vi) following the completion of 27 years of service - 7 weeks' vacation.

- (b) A member who is eligible for two weeks' vacation entitlement under Article 13.01 (a)(i) shall thereafter as of January 1st of each year be entitled to receive vacation for which he/she will be eligible during the year provided that in any year such member ceases employment with the Service prior to his/her anniversary date (other than by retirement on pension for those hired on or before December 31st, 2015) his/her vacation pay will be readjusted on the basis of the amount of time employed in the twelve months prior to such anniversary date in accordance with Article 13.04.

13.02 For the purpose of determining entitlement in Article 13.01, absence without pay in excess of 40 work days in a calendar year shall reduce the vacation entitlement. The entitlement will be the result of a fraction of the days paid over the normal work days in a calendar year times the vacation entitlement provided in Article 13.01 rounded to the nearest full day.

13.03 The vacation pay provisions of this article shall be no less than the vacation pay provisions of the Ontario *Employment Standards Act, 2000*. For the purpose of this article, the vacation payment provisions of the Ontario *Employment Standards Act, 2000* shall be calculated on a calendar year basis.

13.04 (a) Where a member leaves the Service after his/her anniversary date in that calendar year and prior to receiving his/her vacation entitlement, such member shall be given vacation pay on account of such service in accordance with Article 13.01.

(b) Where a member leaves the Service prior to his/her anniversary date, such member shall be entitled to receive vacation pay for the period of service between his/her previous anniversary date and the date employment ceases on the following basis:

- (i) If less than one year's service on date of leaving, one day's pay for each completed 36 calendar day period of service.
- (ii) If entitled to two weeks' vacation on the previous anniversary date, one day's pay for each completed 36 calendar day period of service.
- (iii) If entitled to three weeks' vacation on the previous anniversary date, one day's pay for each completed 24 calendar day period of service.
- (iv) If entitled to four weeks' vacation on the previous anniversary date, one day's pay for each completed 18 calendar day period of service.
- (v) If entitled to five weeks' vacation on the previous anniversary date, one day's pay for each completed 14 calendar day period of service.

- (vi) If entitled to six weeks' vacation on the previous anniversary date, one day's pay for each completed 12 calendar day period of service.
- (vii) If entitled to seven weeks' vacation on the previous anniversary date, one day's pay for each completed 10 calendar day period of service.
- (c) If a member dies prior to his/her anniversary date, such member shall have paid to his/her estate an amount equivalent to the appropriate pro rata entitlement under (i), (ii), (iii), (iv), (v), (vi) or (vii).
- (d) Any amount of vacation overpayment shall be deducted from any monies owing to the member or his/her estate.

Note: Article 13.04 (e) and (f) do not apply to members hired on or after January 1st, 2016.

- (e) A member who retires on pension shall, in the calendar year in which he/she retires, be entitled to the vacation benefits set out below in lieu of the provisions of Articles 13.04 (a) and (b) above:
 - (i) the vacation benefit to which his/her years of service entitle him/her according to the schedule set out in Article 13.01 (a), and for that purpose his/her years of service shall be calculated to his/her anniversary date in the year of his/her retirement regardless of whether he/she retires before or after the anniversary date;
 - (ii) in addition to the vacation benefit specified in Article (i) above, a vacation accrual based on the pro rata formula set out in Article 13.04 (b), provided, however, that such accrual shall be calculated from January 1st of his/her retirement year to the date of his/her retirement.

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

- (f) A member who leaves the Service and who commenced employment with the Service as a Uniform member during the period June 7th, 1976 to December 31st, 1978 inclusive shall be entitled to the greater of the vacation termination benefits set out above or:
 - (i) the vacation benefit to which his/her years of service entitle him/her according to the schedule set out in Article 13.01 (a), and for that purpose his/her years of service shall be calculated to his/her anniversary date in the year of his/her retirement regardless of whether he/she leaves before or after the anniversary date. However, when a member terminates before his/her anniversary date, such

calculation shall not apply for the purpose of entitling the member to an additional week of vacation for the year of his/her retirement;

- (ii) in addition to the vacation benefits specified in Article (i) above, a vacation accrual based on the pro rata formula set out in Article 13.04 (b), provided, however, that such accrual shall be calculated from January 1st of the year in which he/she is terminating to the date of his/her termination.

13.05 (a) A member shall be permitted to divide his/her vacation entitlement into one week periods provided each such period shall be considered a vacation draw.

- (b) A member who at the time of his/her vacation draw is assigned to a function where the opportunity to accumulate lieu time is restricted and who is eligible for three or more weeks of vacation may elect to assign two weeks of vacation eligibility to lieu time, which time shall be utilized in accordance with the lieu time articles of the Collective Agreement.

13.06 Vacations shall be taken by members in each rank in order of seniority based on the total length of service.

13.07 (a) A member who is hospitalized or confined to his/her residence as a result of an illness or injury (other than one occasioned by or as a result of his/her duty, as provided under Article 17 hereof), at the time of commencement of his/her scheduled vacation shall have his/her vacation re-scheduled, provided the vacation as re-scheduled is taken before March 31st of the next calendar year.

- (b) If a member does not return from his/her sick leave prior to the said period, the sick leave will be interrupted in order that the vacation may be completed before the aforesaid March 31st.

ARTICLE 14 - STATUTORY HOLIDAYS

14.01 (a) Every member shall be entitled to the following statutory holidays:

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

- (b) In addition to the holidays provided in (a) above, every member who has completed six months' service on June 1st of any year shall, on that date, have credited to his/her lieu time bank one day's credit at straight time (i.e.

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

- (c) A member, to qualify for payment of a holiday in (a) and (b) above, must be in receipt of some salary including sick pay under Article 15.06 in respect to the two clear calendar months immediately preceding such holiday.

- 14.02 When any of the above holidays fall on a Saturday or Sunday, the Friday preceding or the Monday succeeding such holiday shall be designated by the Board as the day of observance of such holiday, and it is agreed that any premium payable for working on such designated holiday shall not apply to such Saturday or Sunday.
- 14.03 Each member who is not required to work on a day so designated as a holiday shall be entitled to and shall be paid by the Board his/her regular rate of pay for each designated holiday not so worked.
- 14.04 When a member is required to be on duty on a Statutory Holiday or on a day designated for the observance of a Statutory Holiday, he/she shall be entitled to receive a day's pay in lieu of the Statutory Holiday and in addition he/she shall be granted lieu time as provided in Article 9.03 or pay calculated at the rate of one and one-half times the member's rate of pay for all hours worked on such day.
- 14.05 A member who is entitled to overtime pay or time off in lieu thereof, as a result of working overtime in the same week he/she has been assigned to work on a Statutory Holiday, shall be entitled to receive both the payments or time off in lieu as provided in Article 14.04, and the payments or time off in lieu for overtime as provided in Article 9 of the Collective Agreement, whether the overtime has been caused by working on the Statutory Holiday or otherwise.
- 14.06 Subject to the requirements of the Service, when scheduling members for duty on a Statutory Holiday, preference shall be given to those members required to be on duty both the day before and the day after such holiday.

ARTICLE 15 - SICK LEAVE

- 15.01 Each member shall receive a gross credit of one and one-half days for each unbroken month of service with the Service, such credit to be cumulative. For the purpose of this Article, service shall not be broken by a member's absence from duty caused by illness, except as provided in Article 15.02, hereof or by injury or accident occurring while on duty or by holidays, vacations or days off or by leave of absence while on military service as provided in Article 18.07 or by disciplinary suspension provided the member has worked some portion of said month.

- 15.02 Where a member is absent on account of illness and his/her cumulative sick pay credit has been exhausted, he/she shall not receive sick pay credits for the month in which he/she was so absent.
- 15.03 Sick pay credits shall be cumulative as from the beginning of the first complete calendar month after the commencement of duties.
- 15.04 A member shall not be entitled to receive sick pay in advance of any credit he/she may earn in the current month; such credit becomes available only on or after the first day of the following month.
- 15.05 Every member, on the first of the month following completion of six months of service shall be eligible to receive sick pay, at full salary, for any time lost by reason of illness or injury to the full extent of sick pay credits available to him/her at the time of each absence, except where an award is made under the WSIB.
- 15.06 (a) The number of days for which a member receives sick pay shall be deducted from his/her cumulative sick pay credit, but no deduction shall be made on account of any day on which a member would normally be entitled to be off work. Absence on account of illness for less than a full day shall be deducted on a straight hourly basis to the nearest 15 minutes.
- (b) For any time lost by reason of having to care, because of an urgent situation where no reasonable alternative is available, for an ill or injured dependent a member may use a maximum of 30 hours per calendar year of sick pay credits (part days to be calculated as under Article 15.06 (a)) provided sick pay credits are available to him/her at the time. A member who makes use of this provision has an obligation to make other arrangements for the care of the dependent at the earliest reasonable opportunity. "Dependent" means a member of the member's immediate family who, by reason of age or infirmity, is dependent upon the member for daily care and supervision.
- 15.07 If any member resigns from the Service or is discharged for cause and later returns to the Service, he/she shall be considered a new member for the purposes of the cumulative sick pay credit plan.
- 15.08 Every member who is unable to report for duty by reason of sickness shall immediately cause his/her Station or Division office to be so notified.
- 15.09 (a) The Medical Advisor shall have medical charge of every member who, on account of illness, injury or other physical or mental disability, is unable to do his/her police duties, provided that any member who wishes to be attended by his/her family physician may do so at his/her own expense. The Medical Advisor or a physician or nurse appointed to assist him/her, shall have the right to visit the sick member at least once a day and the Medical Advisor or

a physician appointed to assist him/her shall have the sole right to determine when the member shall resume duty.

- (b) If, after examining medical reports and/or reports of a registered psychologist, and making such investigations including consultation with the member's physician and/or registered psychologist as the Medical Advisor deems appropriate, the Medical Advisor disagrees with the member's physician or registered psychologist on the medical or psychological diagnosis or prognosis of the member, the member shall be referred to an independent medical consultant (as may be agreed by the parties from time to time) whose opinion on the diagnosis or prognosis of the member's condition shall govern unless there is a material change in the member's condition following such examination. Should the opinion of the consultant as to the diagnosis or prognosis of the member be materially different from that of the Medical Advisor, the Board shall pay the consultant's fee. Otherwise, the consultant's fee shall be paid by the member.
- (c) Apart from issues concerning diagnosis or prognosis to be resolved pursuant to Article 15.09 (b), the Medical Advisor shall determine a member's fitness to perform his/her duties provided such determination is not made in bad faith or in an arbitrary manner.
- (d) A referral to an independent medical consultant shall be made in the following manner:
 - (i) When the Medical Advisor disagrees with a member's physician or registered psychologist under Article 15.09 (b), he/she shall immediately notify the other members of the Medical Committee and a meeting of the Committee shall be convened as soon as is practicable.
 - (ii) At the meeting referred to in paragraph (i) above, the Committee shall discuss the member's situation, agree upon the independent medical consultant to whom the member is to be referred and draft a letter of referral to the independent medical consultant which shall be sent to him/her over the signatures of the Medical Advisor and a representative of the Association.
 - (iii) The letter of referral shall, *inter alia*, direct the independent medical consultant to send to both signatories of the letter of referral any report or correspondence concerning the member or concerning any matter arising out of the referral.
 - (iv) The Medical Committee shall consist of two representatives of the Association and two representatives of the Board.

- (e) The procedure under Article 15.09 (b) shall not apply to determination(s) under the *Police Services Act* or Regulations pursuant thereto.
- (f) Whenever the Board requires a member to furnish a medical report on its prescribed form, the Board will reimburse the member for up to \$40.00 of the medical practitioner's charge, if any, for providing such form.

15.10 Where a member, who is not absent from work for sickness or otherwise, is ordered to attend Medical Advisory outside his/her scheduled duty hours, the member,

- (a) if his/her attendance immediately precedes or immediately follows his/her scheduled duty hours, shall be paid at time and one-half for the time of his/her attendance (including any necessary travel time outside his/her scheduled duty hours to and from his/her regular place of work); or
- (b) otherwise, shall be paid three hours at time and one-half his/her straight time hourly rate or time off in lieu thereof.

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

15.11 A member absent from duty because of disability resulting from other employment not associated with duties as a member of the Service shall not receive benefits under Article 15 for such absence to the extent these are received from the WSIB or other insurance plans at such place of employment.

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

ARTICLE 16 – CENTRAL SICK LEAVE BANK

16.01 Eligibility

A member is eligible for benefits under the plan where:

- (a) the member is absent due to disability which would entitle the member to sick leave but his/her sick leave credits are exhausted. The member may submit, and the Board may rely on, the opinion of a registered psychologist provided that the Board may require medical evidence of disability. For the purpose of this Bank, "disability" is in addition more particularly defined to mean:
 - (i) for the first 30 months of disability as the inability to perform the regular duties of a police officer and the inability to perform the essential duties of any available position with the Service with compensation equal to

or greater than 66 2/3 per cent of the current salary payable to the rank he/she held at the commencement of his/her disability; and

- (ii) after the first 30 months as the inability to perform any gainful occupation or employment for which the member is reasonably suited by education, training or experience;
- (b) the member has been absent because of such disability for six continuous months or an aggregate of 1,044 working hours within a 9-month period (on the recommendation of the Board/Association Committee, the Board may waive part of the aforesaid waiting period where the member no longer has sick leave credits available because the member has attempted to return to duty during earlier periods of such disability); and
- (c) at the commencement of the absence because of illness or injury the member had at least one year's service with the Service.

16.02 Benefits

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

- (a) Payment to an eligible member under the Bank shall be made on a bi-weekly basis and shall be the greater of a 75 per cent benefit based on the officer's salary at the time of disability or a 60 per cent benefit based on the salary for the rank held by the officer at the time of disability as it is increased from time to time.
- (b) During a period of benefit payment from the Bank, the required premiums under Articles 19.02, 19.03, 19.04 and 19.06 shall be paid by the Board.

16.03 Reduction of Benefits

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

- (a) permanent partial awards relating to a prior disability or accident, or
- (b) allowances for expenses other than for lost time,

subject to the overriding condition that the payment under the Bank together with any other payment payable on account of disability of the member under any Board plan, any group insurance contract or any plan of any government shall not exceed

85 per cent of the current rate for the position. The member, in order to receive benefits hereunder, must make timely and proper application for any disability or other benefits for which he/she may be eligible under any government or private plan, including the WSIB and the Canada Pension Plan benefits but excluding the Toronto Police Benefit Fund or OMERS, and until the amount of such disability benefits has been established, the Board reserves the right to make the reductions above described on the basis of an estimate of such disability benefits. The member shall be obliged to disclose to the Board all such payments, application for payment of any other benefit, changes in his/her status in respect of any other benefits and any other information reasonably required to determine his/her entitlement under this Bank.

16.04 Benefit Duration

Such payments shall continue to be made by the Board during such disability so long as the member remains eligible for benefits provided that:

- (a) No member shall be entitled to draw benefits under this Bank after he/she has attained the tenure or age that would entitle him/her to an OMERS pension without actuarial reduction or to an unreduced pension under the Metropolitan Toronto Police Benefit Fund.

- (b) Rehabilitative Employment:

If a member engages in Rehabilitative Employment directly following any period of disability for which benefits have been paid from the Bank, the Board in respect of each pay period will pay the member at the then current hourly rate for the job performed for all hours worked on rehabilitative employment and shall continue to pay the member from the Bank at his/her CSB rate calculated under Article 16.02 (a) in respect of those hours the member does not work during the pay period. "Rehabilitative Employment" means any occupation, employment or undertaking for wages or profit, approved by the Board and undertaken by the member while unable because of sickness or injury to engage in any occupation or work on a full time basis or unable to fully perform the essential duties of any available position on the Service.

- (c) Should the member recover and return to work, the monthly benefits will cease and regular salary will resume.

- (d) Should there be a recurrence of the same or causally related disability within six months of the member's return to work, his salary will cease and benefits will resume immediately.

16.05 The Association on behalf of its members agrees that the members' portion of the EI Rebate may be retained by the Board to offset the cost of providing disability benefits hereunder.

ARTICLE 17 - WORKPLACE SAFETY AND INSURANCE

17.01 When a member is absent by reason of an illness or injury occasioned by or as a result of his/her duty and where an award is made by the Workplace Safety and Insurance Board he/she shall, in addition to the WSIB Award(s), receive such further amount so as to provide that the total payment to the member shall approximate but not exceed the net pay such member might otherwise have received had he/she not been absent.

Note: Other WSIB Award(s) for disabilities not related to the current disability or absence will not be considered.

17.02 (a) A member absent on WSIB is deemed to be at work and so shall accrue vacation credits during his/her absence.

(b) If the WSIB absence causes the member to miss vacation time scheduled during the balance of the year in which the injury/illness occurs, such vacation time may be retained for use no later than June 30th of the year following the year in which the member returns to work.

(c) A member absent for a full calendar year will be deemed to have taken that year's vacation during that year.

(d) In the year that the member returns to work, in addition to any vacation entitlement retained under Article 17.02 (b) above, the member shall be entitled to all vacation time accrued during the year preceding the year in which he/she returns to work. Such vacation time must be used no later than June 30th of the year following the year in which the member returns to work.

17.03 He/she shall, if hospitalized or confined to his/her residence prior to the actual date of a statutory holiday, accumulate such statutory holidays in equal lieu time as he/she might otherwise receive. For the purpose of this article, a member shall be considered "confined to residence" notwithstanding that the member is required to attend an appointment with his/her physician or to attend an appointment for the purpose of rehabilitative therapy.

17.04 For the purpose of this article, net pay shall be the pay for the rank of the member as shown in Schedule A, less those deductions required under Government Statutes, pension contributions, and other deductions under this Collective Agreement.

17.05 A member when on WSIB absence shall be deemed to be on the Day Shift tour of duty and on a Monday to Friday work week.

17.06 No member shall be entitled to draw benefits under Article 17.02 or 17.03 while such member is entitled to receive a Disability Pension from the Canada Pension Plan.

- 17.07 A member who, as a result of an injury on duty, is required to remain on duty beyond the end of his/her regular tour of duty for hospital treatment shall receive lieu time as provided in Article 9.03 of the Collective Agreement or pay calculated at the rate of 1 1/2 times the member's rate of pay while in hospital, but in no event shall such payment exceed three hours' pay or time off in lieu thereof at the time and one-half rate, nor shall such period of extra pay extend beyond midnight of the day on which the member is injured.
- 17.08 A member who is injured on duty in circumstances where no action for such injuries would lie against a third person and who is unable to work as a result of such injury, shall, while he/she is off work as aforesaid, be paid his/her regular day work rate to the extent of his/her available sick pay credits until such time as a ruling has been made by the WSIB upon his/her claim and the member has exhausted all internal WSIB appeals (but not WSIAT appeals), provided that if and when the WSIB rules in favour of his/her claim, the sick pay credits so used shall be restored.
- 17.09 Where a member who is injured in circumstances in which he/she might be entitled to compensation under WSIB (assuming timely and proper application is made) elects instead to claim against a third party he/she shall, as a condition of receiving sick pay benefits, undertake in writing to reimburse the City of Toronto out of the proceeds of any settlement or judgment upon such claim, the amount of money equivalent to the value of such sick pay benefits and upon his/her return having made such reimbursement his/her accumulated sick pay credits shall be restored accordingly.

ARTICLE 18 - LEAVE OF ABSENCE

- 18.01 (a) A member, on application to his/her Unit Commander, shall be granted up to three days' leave of absence with full pay for the purpose of getting married. The three days' leave of absence will represent the day before, the day of and the day after the marriage ceremony. If such leave of absence includes his/her regular days off (which days off shall not be altered), these days will form part of the leave of absence.
- (b) A member whose annual leave coincides with his/her marriage shall not be entitled to more than one day's paid leave under this provision.
- 18.02 (a) On request to the Unit Commander, leave of absence shall be granted to a member because of the death of his/her:
- (i) father, mother, son, daughter, brother, sister, spouse, grandparent, grandchild.

Time so lost from the member's regular schedule, during the four calendar days immediately following such death, shall be

compensated at the member's regular rate of pay up to a maximum of four days (32 hours).

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

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

- (b) Days off are not to be altered to form part of the four or three days mentioned above.
 - (c) For the purpose of this article, a member who is a step-parent, step-child or step-sibling of a deceased will be considered for such leave where it is established that there is a continuing close personal relationship.
 - (d) Where a member was not brought up by his/her natural or adoptive parents or step-parents but was brought up by one or two other adults, a member will be considered for leave under this article in the event of death of such adult where it is established there is a continuing close relationship.
 - (e) In this Article, the word "spouse" shall mean the person designated by the member, in accordance with the contract with the insurer, as his/her spouse for purposes of health care benefits. Similarly, for the purposes of this article, in-law relationships are to be founded upon spousal relationships as defined in this paragraph.
 - (f) Where the member is attending the funeral but does not wish to commence his or her bereavement leave on the calendar day immediately following the death due to the exigencies of the Service, at the request of the member (with Unit Commander approval), the member may remain on duty and commence bereavement leave at a later date, provided that the bereavement leave is completed not more than 10 calendar days after the date of the death, and the member receives no greater bereavement leave entitlement than he/she would have been entitled to, had the leave commenced on the calendar day immediately following the day of death.
- 18.03 (a) (i) Pregnancy Leave without pay shall be in accordance with Part XIV of the Ontario *Employment Standards Act, 2000*, except that a member commencing such leave who is in receipt of EI pregnancy benefits pursuant to s. 22 of the *Employment Insurance Act*, shall be paid a supplemental unemployment insurance benefit in an amount which with her EI pregnancy benefit brings her compensation to 80 per cent of her regular weekly earnings. Such payment shall commence

following completion of the employment insurance waiting period and shall continue while the member is absent on Pregnancy Leave and is in receipt of such EI benefit for a maximum period of 15 weeks. In respect of the remaining two weeks of Pregnancy Leave without pay for which EI benefits are not payable, the member shall be paid 80 per cent of her regular weekly earnings at the beginning of the Pregnancy Leave for those two weeks.

- (ii) Pregnancy Leave for any member who does not qualify under Part XIV of the said Act shall be at the discretion of the Chief of Police, as shall any requested extension thereof.
 - (iii) Seniority shall continue to accrue during the 17 weeks of Pregnancy Leave.
 - (iv) Except as specifically provided, Pregnancy Leave shall be at no cost to the Board.
 - (v) A member's anniversary date, for an increment or for vacation entitlement, shall not be affected as a result of any Pregnancy Leave.
 - (vi) A member may buy credited service in the OMERS Pension Plan for the period of a Pregnancy or Parental Leave if he or she makes the normal employee contribution in respect of the period by the end of the year following the year in which the leave ended. Where a member makes the election and purchase in a timely fashion, the employer will make its normal share of contributions in respect of the period purchased as credited service.
- (b) Pregnancy Leave granted under Article 18.03 (a)(i) above shall not result in any reduction in annual leave entitlement.
- (c) (i) Parental Leave without pay shall be in accordance with Part XIV of the Ontario *Employment Standards Act, 2000*, except that, effective January 1st, 2007, a member commencing such leave who is in receipt of EI parental benefits pursuant to the *Employment Insurance Act* shall be paid a supplemental unemployment insurance benefit in an amount which with his/her EI parental benefit brings her compensation to 75 per cent of her regular weekly earnings. Such payment shall commence following completion of the employment insurance waiting period, if any, and shall continue for a maximum period of 15 weeks while the member is absent on Parental Leave and is in receipt of EI benefits.
- (ii) A member's anniversary date, for an increment or for vacation entitlement, shall not be affected as a result of any Parental Leave

granted pursuant to this paragraph, nor shall such a Parental Leave result in any reduction in annual leave entitlement.

- (iii) Seniority shall continue to accrue during a Parental Leave granted pursuant to this paragraph. However, the period of Parental Leave does not count towards reclassification.
 - (iv) Except as specifically provided, Parental Leave shall be at no cost to the Board.
- (d) For purposes of this article, "regular weekly earnings" shall be determined by multiplying a member's regular hourly rate on the last day worked prior to the commencement of the leave times her/his normal weekly hours. For the purposes of the Pregnancy and Parental Leave top-ups, regular weekly earnings shall be based on the member's permanent rank or position but will be based on acting rank or position provided the member has been in the acting rank or position for a period of one year or more.
- 18.04 (a) Elected members of the Board of Directors of the Association shall, on at least two weeks' written notice, be granted leave of absence from their duties for their term of office. During the tenure of their leaves of absence, such members shall be paid by the Association and shall not be paid by the Board. The Association shall be responsible for all source deductions and remittances in respect of such members except as set out herein. The Board shall continue to provide welfare and group insurance benefits in respect of such members as though they had not been granted the leave of absence. The Association shall remit required pension contributions (member and employer) on a monthly basis to the Board which shall promptly remit same to the applicable pension plans, provided, however, that the Board shall be fully indemnified by the Association in respect of any loss or expense incurred by the Board as a result of the Association's calculation of the required pension contributions or the Association's failure to remit the correct amounts in a timely fashion to the Board. The Association will reimburse the Board the full cost of non-pension benefits provided by the Board during such leave of absence for such members. No more than nine members of the service may be on leave of absence at any one time.
- (b) The Association agrees to release the Board and the Chief of Police from any and all liability with respect to any acts performed by, or omissions of, a member in the performance of his/her duties on behalf of the Association during such leave of absence.
- 18.05 Subject to the requirements of the Service which cannot be foreseen or planned in advance, the Board shall allow the Directors and/or Stewards of the Association sufficient time off duty without pay to attend local, Provincial, National and International Police Association meetings or other authorized Association business.

Such time off shall only be granted with the permission of the Chief of Police upon written request by the President of the Association.

- 18.06 (a) Subject to the requirements of the Service, a member shall be allowed a leave of absence without pay for a period not to exceed 30 working days for compassionate reasons acceptable to the Director of Human Resources. If, while on such leave of absence, the member engages in or applies for other employment without the consent of the Chief of Police, or if a member on such leave fails to report for work without lawful reason at the beginning of his/her regular tour of duty after the termination of such leave, such member shall be considered as having quit without notice and shall be terminated from employment.
- (b) Subject to the provisions for Family Medical Leave under s. 49.1 of the Ontario *Employment Standards Act, 2000*, members shall be entitled to up to eight weeks' leave.
- 18.07 (a) Subject to the requirements of the Service, a member shall be allowed a leave of absence for a period not to exceed two calendar weeks for military training with the Canadian Armed Forces Reserve. The leave of absence shall be without pay but the member may elect to use accumulated lieu time for all or a part of the duration of the leave of absence.
- (b) When, at the time of making his/her vacation selection, a member is aware of the dates of his/her military training, he/she shall submit a written request for such leave to his/her Unit Commander when making his/her vacation selection. In all other cases, a member shall submit a written request for such leave to his/her Unit Commander no later than four months prior to the commencement of the military training.
- (c) All written requests for military leave shall indicate whether or not the member wishes to use accumulated lieu time for all or a part of the leave of absence and shall be accompanied by written substantiation of the military training exercise from the appropriate Armed Forces personnel.
- 18.08 Subject to the requirements of the Service, a Unit Commander shall permit a member holding the position of Steward in the Association lieu time off on a tour of duty to attend an Association meeting.

ARTICLE 19 - BENEFITS AND LIFE INSURANCE

- 19.01 A member shall be entitled to the benefits of this Article:
- (a) from the first month following the month in which six months of employment have been completed;

- (b) until the end of the month in which employment terminates in the case of OHIP and Supplementary Hospital coverage, and until midnight on the day on which a member's employment terminates in all other cases.
- 19.02 The Board shall pay 100 per cent of the Single Premium or the Family Premium, as the case may be, for any such member who is eligible for and entitled to receive insured services under the Ontario Health Insurance Plan, established pursuant to the *Health Services Insurance Act* and with respect to whom the Board is required to remit a premium pursuant to the provisions of such Act.
- 19.03 (a) The Board shall continue to contract with an insurance carrier for the purpose of supplementing the insured services referred to in Article 19.02 by providing accommodation at the semi-private ward level for any member including a member on WSIB benefits to whom such article is applicable and the Board shall pay 100 per cent of the Single Premium or the Family Premium, as the case may be, for such plan.
- (b) A member, at his/her option, may be covered by the provisions of this article during his/her first six months of employment, provided such member pays the required premiums.
- 19.04 The Board shall continue to contract with an insurance carrier to provide a comprehensive medical insurance plan with a \$10.00/\$20.00 deductible provision and the Board shall pay 100 per cent of the Single Premium or the Family Premium, as the case may be, for such plan.
- 19.05 (a) The Board shall provide every member, by contract with an insurer licensed under the *Ontario Insurance Act* and selected by the Board, with group life insurance in an amount equal to two times the annual salary of each member, for the member's rank in effect at the time of death, such amount of insurance to be rounded to the nearest \$1,000.00.
- (b) The Board shall provide every member with the normal provisions relating to coverage for accidental death and dismemberment.
 - (c) The Board shall pay 100 per cent of the premium for such group life insurance and accidental death and dismemberment coverage.
- 19.06 (a) The Board shall continue to contract with an insurance carrier to provide a dental plan providing for the payment of benefits and procedures as negotiated by the parties. The plan shall provide for the dental procedures to be paid in accordance with the Ontario Fee Guide for Dental Practitioners in effect at the time the service is rendered.
- (b) The Board shall pay 100 per cent of the Single Premium or the Family Premium, as the case may be, for such plan.

(c) The plan shall be mandatory for every eligible member.

19.07 The insurance policies for coverage provided in Articles 19.03, 19.04 and 19.06 will provide for "over-age" dependent insurance.

An "over-age" dependent is defined as an unmarried child of a member, over the age of 21, who is a full-time student attending an educational institution or on vacation therefrom and who is dependent for support on such member, excluding always:

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

An over-age dependent shall become eligible to be insured on the attainment of 21 years of age, or on the date of enrolment as a student at an educational institution, if such dependent be over 21 years of age on that date. If application is not made for Over-Age Dependent Insurance within 31 days of the date of becoming eligible, evidence of insurability satisfactory to the Insurance Company will be required.

19.08 The Board may, at any time, substitute another carrier for any benefits in Article 19 (other than OHIP) provided that the benefits afforded thereby are not decreased. Such substitution will not occur on less than 60 days' notice to the Association.

19.09 The Board shall pay the premium and be responsible for maintenance of insurance coverages in accordance with the provisions of the Ontario *Employment Standards Act, 2000* for members on Pregnancy or Parental Leave provided the member has completed his/her probation period.

19.10 The Employer will make available an electronic copy of the revised Benefit Plan Document(s) to all members, and any formal documents setting out the general terms and conditions applicable to members of the Association will be provided to the Association.

ARTICLE 20 - SICK PAY GRATUITY

Note: This Article does not apply to members hired or re-hired on or after May 1st, 2015.

20.01 In this Article, the words "termination of employment" shall mean separation from employment with the Service by retirement on pension, or by resignation, but shall not include dismissal.

20.02 Upon termination of employment with the Service:

- (a) there shall be paid to every member who has been in the employment of the Board for an aggregate period of at least 10 years; and
- (b) there shall be paid to the estate of a member who dies while in the employment of the Board, having completed at least 10 years of service,

the whole or part of such amount as is equal to one-half the cumulative sick pay credits of the member, but in no case shall such amount exceed the aggregate amount of the member's salary or other remuneration for the period corresponding to the service requirement set forth below:

SERVICE REQUIREMENT	PERIOD
At least 10 years and less than 15 years	3 calendar months (522 hrs.' pay)
At least 15 years and less than 20 years	4 calendar months (696 hrs.' pay)
At least 20 years and less than 25 years	5 calendar months (870 hrs.' pay)
At least 25 years and less than 30 years	6 calendar months (1044 hrs.' pay)
At least 30 years and less than 32.5 years	7 calendar months (1218 hrs.' pay)
At least 32.5 years and less than 35 years	8 calendar months (1392 hrs.' pay)
At least 35 years	9 calendar months (1566 hrs.' pay)

For members hired or re-hired on or after January 1st, 2012, Articles 20.01 and 20.02 shall be amended to read as follows:

20.01 In this Article, the words "termination of employment" shall mean separation from employment with the Service by retirement on pension, or by resignation after the completion of 25 years' service, but shall not include dismissal.

20.02 Upon termination of employment with the Service:

- (a) there shall be paid to every member who has been in the employment of the Board for an aggregate period of at least 10 years; and
- (b) there shall be paid to the estate of a member who dies while in the employment of the Board, having completed at least 10 years of service,

the whole or part of such amount as is equal to one-half the cumulative sick pay credits of the member, but in no case shall such amount exceed the aggregate amount of the member's salary or other remuneration for the period corresponding to the service requirement set forth below:

SERVICE REQUIREMENT	PERIOD
At least 10 years and less than 15 years	3 calendar months (522 hrs.' pay)
At least 15 years and less than 20 years	4 calendar months (696 hrs.' pay)
At least 20 years and less than 25 years	5 calendar months (870 hrs.' pay)
At least 25 years	6 calendar months (1044 hrs.' pay)

20.03 For the purpose of meeting the service requirements set out in the above schedule, the following shall be included:

- (a) All time worked with the Service from the most recent date of hire and with the former Metropolitan Toronto Police Force prior to entering the service of the Service;
- (b) All time lost on account of absence for reason of illness where the member was paid for such absence or was considered as being on sick leave without pay;
- (c) All time lost on account of absence by reason of Pregnancy Leave without pay for a period or periods not exceeding six months.

20.04 In the event of the death of a member, the amount payable under this section shall be paid to the member's estate.

20.05 In no case shall an award made by the WSIB be deducted from any authorized grant to a member or his/her dependents.

ARTICLE 21 – PENSIONS AND RETIREMENT BENEFITS

21.01 (a) Each member who joined the Service prior to July 1st, 1968, shall be entitled, on his/her retirement, or his/her dependents on his/her death, to the benefits as set forth in the By-law of the City of Toronto consisting of By-law 181-81 of the former Municipality of Metropolitan Toronto, as amended, being a By-law to provide pensions and death benefits to members of the Toronto Police Service.

- (b) The benefits provided under By-law 181-81 as amended to the date of this Agreement, form part of this Agreement and are to continue to apply to and be in force and effect with respect to the Members covered by the said by-law during the term of this Agreement, and if such By-law is amended or repealed, without the consent of the Association, during the term of this Agreement so as to alter, reduce or discontinue the benefits provided thereunder, the Board is to continue such benefits and pay such benefits as if such amending or repealing By-law had not been enacted.

21.02 Each member who joined the Service on or after July 1st, 1968, shall be entitled, on his/her retirement, or his/her dependents on his/her death, to the basic benefits for normal retirement at age 60 set forth in the Ontario Municipal Employees Retirement System plus the following additional benefits:

- (a) An earned pension without actuarial reduction upon completion of 30 years of service as a Police Officer; or
- (b) An earned pension without actuarial reduction if he/she is declared by the Board to be unable to perform the duties of his/her employment due to mental or physical incapacity within 10 years of normal retirement age;
- (c) The regular contribution for the provision (a) and (b) above is to be met equally by the member and the Board.

21.03 The Board and the Association will determine the rules and regulations surrounding the payment of survivor income benefits by the Board to dependents of member's killed on duty, but the overall objective is to provide a supplement to existing governmental payments (CPP, WSIB) and pension plan payments (OMERS, Toronto Police Benefit Fund, Toronto Pension Plan) due to such dependents on the member's death, so that the disposable after tax income of the surviving dependents will be approximately one hundred per cent of the disposable after tax income of the deceased member, based on the salary for the deceased member at the time the payments are made. The Board and the Association will have the right to adjust the amount depending on the circumstances of the individual case from time to time.

21.04 Medi-Pak

- (a) Effective January 1st, 2000, the benefit coverage under this Article shall only be furnished provided:
 - (i) such benefit coverage is not provided at the retired member's or their spouse's place of employment. Upon termination of a period of ineligibility resulting from the fact that some or all of the coverage has been provided at the retired member's or their spouse's place of employment, the retired member may apply or re-apply for all or the remainder of the benefits under Article 21.04, to which he/she is entitled;
 - (ii) benefit coverage shall apply to the member's spouse, to the member's child(ren) under the age of 21 and to the member's invalid dependent child(ren) (as defined in the applicable insurance contract) and provided that the member or spouse remains covered under the terms of this article and provided such benefits are not available to the invalid dependent child(ren) from another source without cost to the member;

- (iii) benefit coverage shall cease when the member attains age 65. If the retired member dies or receives such benefits (i.e. has coverage hereunder) until age 65 and dies thereafter, his/her surviving spouse, surviving child(ren) under the age of 21 and surviving invalid dependent child(ren), will be eligible for such coverage until the earlier of such surviving spouse attaining age 65 or the coverage to the member and surviving spouse has continued for a total of 120 months;
 - (iv) the retired member (or spouse) resides in Canada but, if resident outside Ontario, the member or dependent shall be entitled to the insured benefits only to the extent that equivalent benefits are not available to the member or dependent under the provincial/territorial Medicare plan in the province/territory in which the member or his/her dependent resides. This requirement shall be waived with respect to the \$5,000.00 paid up life insurance policy; and
 - (v) 90 days prior to the commencement of the coverage the member must make written application to the Board for this coverage.
- (b) A member retiring on an unreduced pension (including a disability pension in which case there is no minimum age and/or service restriction) shall be provided with the following benefits:
- (i) the Board will pay 100 per cent of the cost of premiums for semi-private hospital insurance (Article 19.03), comprehensive medical insurance (Article 19.04), and dental insurance (Article 19.06); and
 - (ii) the Board will provide the member (but not his/her spouse or other dependent) with a \$5,000.00 paid up life insurance policy (any existing life insurance provided by the Board and continued after retirement shall be reduced by such \$5,000.00).
- (c) Retired members or their surviving spouses who are otherwise entitled to Medi-Pak under Article 21.04 (a) and who reside outside Ontario but elsewhere in Canada shall be reimbursed by the Board for the premium cost, if any, paid by him/her to obtain provincial/territorial Medicare coverage but the amount of such reimbursement shall not exceed \$60.00 per month for family coverage.

21.05 Health Care Spending Account

- (a) The Board shall provide members retiring on an unreduced pension with a non-cumulative health care spending account of \$3,000.00 per year provided that the Canada Revenue Agency's definitions regarding eligible expenses are met. The non-cumulative health care spending account shall run for 10 years, commencing on the date upon which a member reaches age 65.

Members who have a minimum of 25 years of service with the Board and who opt for a commuted value transfer instead of an early retirement pension will also qualify for coverage.

- (b) The health care spending account shall be per member regardless of single or family status. If the member dies, then the member's surviving spouse shall be able to access the health care spending account until the member would have reached age 75. Coverage will include the eligible expenses of a member's dependent children.

ARTICLE 22 - SEPARATIONS, LAY-OFF AND TRANSFER

22.01 For payroll purposes, a member separating from the Service at any point during the day will be deemed to have separated at midnight that day.

22.02 In the event of a reduction in the Service, the Board will determine the number of members to be laid off or reduced in rank and will select the individual members to be laid off or reduced in rank in the following order:

- (a) If reduction in the rank of constable occurs:

subject to the special needs of the Service which will require the retention of officers who have special skills or qualifications or who are engaged on special assignment which it is not in the interest of the Service to disrupt, those constables with the least seniority will be the first to be laid off.

- (b) If reduction in the rank of sergeant occurs:

subject to the special needs of the Service which will require the retention of officers who have special skills or qualifications or who are engaged on special assignment which it is not in the interest of the Service to disrupt, those sergeants with the least seniority in rank will be the first to be reduced to the rank of constable.

- (c) If reduction in the rank of staff sergeant occurs:

subject to the special needs of the Service which will require the retention of officers who have special skills or qualifications or who are engaged on special assignment which it is not in the interest of the Service to disrupt, those staff sergeants with the least seniority in the rank will be the first to be reduced to the rank of sergeant.

- (d) Constables will be recalled in reverse order subject to having the qualifications to do the tasks required.

- (e) When vacancies occur in the rank of sergeant and staff sergeant, members previously demoted in accordance with the provisions of (b) and (c) respectively shall be returned to their former position and rank when the vacancy occurs.
 - (f)
 - (i) A constable selected for recall shall be informed of his/her re-employment 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 10 calendar days after a member receives notice of re-employment, he/she must advise the Service in writing that he/she accepts re-employment and will be able to commence employment on the date specified in the notice. Any and all re-employment rights granted to a member shall terminate upon such member's failure to accept the recall within 10 calendar days or his/her failure to return to duty on the date specified.
 - (ii) A member shall retain his/her right to re-employment after a lay-off for a period of two years commencing with the effective date of the lay-off.
 - (iii) During the period of lay-off, a member on lay-off shall not be entitled to any of the provisions of the collective agreement except the right to recall as provided above.
 - (g) For the purposes of the above lay-off and recall provision:
 - (i) "Seniority" means service in the Service as a police officer;
 - (ii) "Seniority in the rank" means the period of service in the specific rank.
 - (h) If two or more members have the same "seniority" or "seniority in the rank" date, the Board shall determine which member or members are the least senior for the purpose of lay-off or demotion.
 - (i) These provisions will not bind the Board if the Ontario Civilian Police Commission directs that an officer or officers be retained who would otherwise be released under these provisions. In such event, another officer may be released in accordance with the provisions found herein.
- 22.03 (a) A member of the Civilian Branch who is transferred to the Uniform Branch will continue to have his/her service with the Civilian Branch counted on such transfer for the calculation of vacation benefits, sick pay, sick pay gratuities and welfare benefits only.

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

22.04 The assignment of services previously performed predominantly by members of the Uniform Branch to members of other Bargaining Units shall not result in the lay-off of uniform members.

22.05 (a) The Board will notify the Association of its intent to permanently assign services previously predominantly performed by police officers to persons not in the employ of the Board or to persons covered by the Unit A, B, C, D or E collective agreements between the Association and the Board, and the Association may, within 15 days, request a meeting with representatives of the Board through the Joint Association/Board Committee to discuss the implications of any such assignments, including any adverse effects on members and including the application of Article 22.04.

- (b) In this article "permanently assign" means an assignment in excess of 90 days.

ARTICLE 23 – TERM AND COLLECTIVE BARGAINING

23.01 The terms and conditions herein contained shall remain in full force and effect for the period extending from January 1, 2019, until December 31st, 2023, and thereafter, until replaced by a new collective agreement, decision or award. Either party may give notice to the other party at any time after 90 days before December 31st, 2023 that it desires to bargain for a new collective agreement or amendments to the existing collective agreement. Within 15 days from the service of such notice, each party shall provide to the other party a list of the changes to the collective agreement it desires.

23.02 (a) The parties agree that the process set out below shall constitute the means by which Collective Agreements are hereafter reached under ss. 118, 119 and 120 of the *Police Services Act*. The parties further agree not to invoke the conciliation and arbitration procedures provided for under ss. 121, 122 and 127 of the *Police Services Act*.

- (b) A Collective Agreement or award hereunder shall be for a term of one year from the date on which the existing Collective Agreement expires, unless the parties otherwise agree.

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

- 23.03 (a) Following the giving of notice under s. 119 of the *Police Services Act*, either party may refer outstanding issues to mediation by notice to the other party requesting agreement to a mediator.
- (b) The procedure for appointing the mediator shall be as follows:
- (i) If the parties are unable to agree upon a Mediator within five days from the date of the referral to mediation, the appointment shall be made within a further seven days by a Selector, agreed upon by both parties;
 - (ii) If the parties fail to agree upon a Selector and/or the Selector fails to appoint a mediator within the aforesaid seven days, the parties agree that the Chief Justice of Ontario or, in his absence, the Associate Chief Justice of Ontario, shall be asked to make the appointment upon the application of either party.
- (c) Within seven days after the appointment of the Mediator, each party shall give written notice to the Mediator and to the other party, setting out the matters that the parties have agreed upon for inclusion in an agreement, the outstanding issues, and the positions of the parties with respect to each outstanding issue.
- (d) The Mediator shall meet with the parties and endeavour to effect an agreement on the outstanding issues. The fees and expenses of the Mediator and the Selector shall be borne equally by the parties.
- (e) The discussions and positions taken by the parties during negotiations and mediation shall be without prejudice to the proceedings before and shall not be revealed to the Dispute Resolution Board.
- 23.04 (a) Failing agreement within 35 days following appointment of the Mediator, or such longer period as the parties agree to, or upon the Mediator advising the parties in writing that an impasse exists, whichever occurs first, all outstanding issues may be referred by either party on notice to the other to a Dispute Resolution Board. The Dispute Resolution Board shall be composed of three members, one member selected by each of the parties, and the third member, who shall be the chairperson.
- (b) The procedure for appointing the Dispute Resolution Board shall be as follows:
- (i) The party referring the outstanding issues to the Dispute Resolution Board shall, in its notice of referral, advise the other party of the name of its nominee to the Dispute Resolution Board;

- (ii) The recipient of the notice shall appoint its nominee to the Dispute Resolution Board within five days of being notified by the other party of the name of its nominee;
 - (iii) If a party fails to appoint a nominee, or a nominee is unwilling or unable to act, or if the two nominees fail to agree upon a chairperson within 15 days from the naming of the nominee referred to in (ii) above, or the chairperson is unable or unwilling to act, the appointment of a nominee or a chairperson shall be made within seven days by a Selector agreed upon by both parties;
 - (iv) If the parties fail to agree upon a Selector and/or the Selector fails to appoint a nominee or a chairperson within the said seven days, the parties agree that the Chief Justice of Ontario or, in his absence, the Associate Chief Justice of Ontario shall be asked to make the appointment upon the application of either party.
- (c) The Mediator shall not be eligible to serve as a member or chairperson of the Dispute Resolution Board unless the parties agree.

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

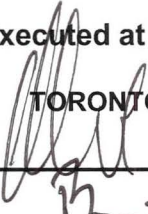
- (d) Before preparing an award, the Dispute Resolution Board shall commence a hearing within 30 days after the appointment of the chairperson, or such longer period as the parties may agree upon. The Dispute Resolution Board shall determine its own procedure, but shall allow each party an opportunity to present evidence and make representations. The award of the Dispute Resolution Board shall be issued to the parties within 60 days after commencement of the proceedings before the Board.
- (e) The decision of the majority of the Dispute Resolution Board shall be the decision of the Board. In the absence of a majority, the decision of the chairperson shall be the decision of the Board. The fees and expenses of the chairperson of the Dispute Resolution Board shall be borne equally by the parties.


23.05 Within seven days following an award hereunder, the parties shall incorporate the matters agreed upon and the terms of the award in a Collective Agreement, failing which the existing Collective Agreement, as amended by the matters agreed upon and the terms of the award, shall be deemed to constitute the Collective Agreement between the parties. The said Collective Agreement shall constitute the Collective Agreement of the parties for the purposes of s. 119 of the *Police Services Act*.


Executed at Toronto this 22ND day of JUNE 2020.

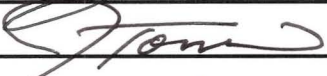
TORONTO POLICE ASSOCIATION


TORONTO POLICE SERVICES BOARD




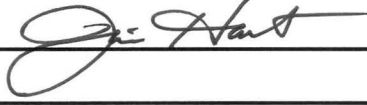












SCHEDULE A
2019-2023 UNIFORM SALARY RATES

Position/Rank	Service Completed	Per Cent	2019.01.01	2019.07.01	2020.01.01	2020.07.01	2021.01.01	2021.07.01	2022.01.01	2023.01.01
			2.00%	0.50%	2.00%	0.50%	1.00%	0.97%	1.85%	1.75%
			Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual
4th Class Constable	Base rate	70	\$70,293	\$70,643	\$72,057	\$72,418	\$73,143	\$73,853	\$75,218	\$76,534
3rd Class Constable ¹	Base rate	80	\$80,346	\$80,747	\$82,361	\$82,772	\$83,599	\$84,409	\$85,971	\$87,477
2nd Class Constable ²	Base rate	90	\$90,385	\$90,836	\$92,653	\$93,116	\$94,048	\$94,960	\$96,716	\$98,410
1st Class Constable ³	Base rate	100	\$100,422	\$100,923	\$102,943	\$103,458	\$104,492	\$105,505	\$107,457	\$109,338
1st Class Constable	8 yrs (incl. 3% PC1 rate)		\$103,433	\$103,951	\$106,031	\$106,561	\$107,626	\$108,670	\$110,681	\$112,618
1st Class Constable	17 yrs (incl. 6% PC1 rate)		\$106,453	\$106,985	\$109,125	\$109,670	\$110,766	\$111,842	\$113,911	\$115,905
1st Class Constable	23 yrs (incl. 9% PC1 rate)		\$109,465	\$110,013	\$112,213	\$112,775	\$113,902	\$115,007	\$117,135	\$119,185
Sergeant/Detective	Base rate	114.5	\$114,982	\$115,556	\$117,868	\$118,456	\$119,640	\$120,801	\$123,035	\$125,188
Sergeant/Detective	8 yrs (incl. 3% PC1 rate)		\$117,993	\$118,584	\$120,956	\$121,561	\$122,776	\$123,967	\$126,259	\$128,468
Sergeant/Detective	17 yrs (incl. 6% PC1 rate)		\$121,004	\$121,609	\$124,042	\$124,662	\$125,908	\$127,130	\$129,481	\$131,747
Sergeant/Detective	23 yrs (incl. 9% PC1 rate)		\$124,021	\$124,641	\$127,134	\$127,769	\$129,047	\$130,297	\$132,707	\$135,029
Staff/Detective Sgt	Base rate	126.5	\$127,034	\$127,669	\$130,222	\$130,874	\$132,183	\$133,465	\$135,935	\$138,313
Staff/Detective Sgt	8 yrs (incl. 3% PC1 rate)		\$130,043	\$130,692	\$133,306	\$133,972	\$135,313	\$136,626	\$139,155	\$141,589
Staff/Detective Sgt	17 yrs (incl. 6% PC1 rate)		\$133,060	\$133,726	\$136,401	\$137,083	\$138,455	\$139,798	\$142,385	\$144,876
Staff/Detective Sgt	23 yrs (incl. 9% PC1 rate)		\$136,071	\$136,751	\$139,487	\$140,184	\$141,585	\$142,959	\$145,605	\$148,152

The annual rates shown in this schedule are taken to the nearest dollar and are for the purposes of annual estimates only.

- ¹ For members hired or re-hired after May 1, 2015, for the first two months at the rank of 3rd Class Constable, a Constable will receive the 4th Class Constable rate.
² For members hired or re-hired after May 1, 2015, for the first four months at the rank of 2nd Class Constable, a Constable will receive the 3rd Class Constable rate.
³ For members hired or re-hired after May 1, 2015, for the first six months at the rank of 1st Class Constable, a Constable will receive the 2nd Class Constable rate.

RETENTION/SERVICE PAY

Each member shall be eligible for Retention/Service Pay in accordance with the following:

Upon the completion of 8 years of service and until the completion of the 17 th year of service	3% of the 1 st Class Constable Rate
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Upon the completion of 17 years of service and until the completion of the 23 rd year of service	6% of the 1 st Class Constable Rate
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Upon the completion of 23 years of service and thereafter	9% of the 1 st Class Constable Rate
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Retention/Service Pay forms part of basic salary and shall be paid bi-weekly. Thus, in calculating overtime, call-back pay, vacation pay, sick pay, statutory holiday pay, paid lieu time, sick pay gratuity, pension contributions, etc., and in calculating net pay under Article 17 or for Central Sick Leave Bank under Article 16 and for entitlements under Article 19, Retention/Service Pay will be taken into account.

SCHEDULE B LETTER OF TRANSFORMATION



TORONTO POLICE ASSOCIATION

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Mike McCormack
President

Brian Callanan
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Scott Spratt
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Kevin Corrigan
Director
Civilian Field Services

Helena Briand
Director
Civilian Field Services

Jason Tomlinson
Director
Uniform Field Services

Clayton Campbell
Director
Uniform Field Services

Jon Reid
Director
Uniform Field Services

DELIVERED IN PERSON

February 15, 2019

Andy Pringle, *Chairperson*
Toronto Police Services Board
40 College St,
Toronto, ON
M5G 2J3

Dear Mr. Pringle,

Re: The Way Forward: Modernizing Community Safety in Toronto

Toronto is a world class city, and its residents, businesses and visitors deserve policing that reflects this. The Toronto Police Association (Association), the Toronto Police Services Board (Board), along with the Toronto Police Service (Service), share the goal of improving community safety, improving the safety and well-being of our members and ensuring that the Service is recognized as a world leader in policing.

Through the course of bargaining our 2019-23 collective agreement, we have had much discussion regarding the future of the Service and how best to address the requirements of Toronto's evolving policing environment and the need for a modernized Service. The mission, guiding principles and goals of the transformation plan serve as an important foundation for modernization going forward. Make no mistake, we support the identification and implementation of best practices, when they allow our members to do their job, and to deliver high quality policing services.

The Association recognizes that the Service must focus on the complex needs of policing in Canada's largest city while emerging as an international leader in the delivery of community safety services. While we have not always agreed over the way in which the transformation plan has been implemented (which we recognize is common with large scale modernization efforts within organizations), the only way to ensure its success is for all three parties – the Service, the Board and the Association – to partner in moving forward and finding new and improved ways to do business and make improvements.

There are already examples of the results that can come from this kind of partnership: the Association has been working with the Board and Service to bring about considerable improvements to shift schedules, in order to address the safety, needs and well-being of our members while maximizing the ability for the Service to be where the public needs it the most.

I am writing to confirm the Association's ongoing commitment to being a partner with the Board to bring about improved delivery and effectiveness of policing services, so long as this does not compromise public safety, or the safety of our members. These modernizing steps, in order to work, must also be based on reliable evidence and data. The 6700 plus members of the Association play a critical role in the front-line delivery

WE PROTECT THOSE WHO PROTECT OTHERS

of policing in Toronto, and are important to the success of the transformation plan. As the voice of the front line, the Association, where appropriate, will work with the Service and Board to educate our members and promote those improvements that make sense.

As always, the Association will continue to advocate for the preservation of reasonable and fair compensation and working conditions for our members. We look forward to continuing our constructive working relationship with the Service and the Board.

Yours truly,

TORONTO POLICE ASSOCIATION

A handwritten signature in black ink, appearing to read "Mike McCormack". The signature is stylized with a large initial "M" and a long, sweeping underline.

Mike McCormack
President

MEMORANDA OF UNDERSTANDING

1. PROBATIONARY CONSTABLES

- (1) Where a recommendation is made to dispense with the services of a Probationary Constable during his/her probationary period as defined in the *Police Services Act*, the following procedure shall be used:
 - (a) The recommendation shall be discussed with the Probationary Constable and he/she shall be given 72 hours (exclusive of Saturday or Sunday) during which time he/she may confer with an Association representative and dispute the recommendation and he/she shall be so informed in writing. During that time an Association representative may also meet with the appropriate senior official to discuss the matter. If the Probationary Constable decides not to dispute the recommendation, it shall be forwarded in the ordinary course to the Board to be acted upon as the Board deems appropriate. The above time limit may be extended by written agreement of the Parties.
 - (b) If the Probationary Constable disputes the recommendation, he/she shall so notify the Association and the Probationary Constable's Unit Commander.
 - (c) A Committee shall be formed known as the Standing Committee on Probationary Constables and shall be comprised of three members selected by the Chief of Police and three members selected by the Association, two of whom shall be members in a full-time office of the Association.
 - (d) In those cases where a Probationary Constable disputes the recommendation made to terminate his/her services, the entire employment record of the Constable shall be placed before the Committee which shall consider whether there was a reasonable and proper basis for the recommendation to terminate. If a majority of the Committee is satisfied that there is a reasonable and proper basis for the recommendation for termination of the Probationary Constable, no further action shall be taken by the Association on behalf of the Constable. If a majority of the Committee is not so satisfied, then no further action shall be taken to terminate the Probationary Constable. However, the Committee may review its decision upon new or additional information becoming available.
 - (e) In the event the Committee is unable to reach a majority decision, the respective positions of the Committee members shall be forwarded to the Board and be considered by it when the recommendation to terminate the Probationary Constable is placed before the Board for

its determination. In addition, the Probationary Constable and/or his/her representatives may make oral (in addition to written, if the Association wishes) representations to the Board according to the Board's procedures prior to the Board making its decision.

- (f) The Chief of Police may provide information or other assistance to the Committee in addition to the Constable's employment record.
- (2) In the current negotiations, the Board and the Association have disagreed whether a Probationary Constable has or should have the right to contest his termination at arbitration under the Collective Agreement or the *Police Services Act*.
- (3) Without prejudice to the rights of the Association with respect to Probationary Constables terminated prior to the effective date of this Memorandum of Understanding, the Parties have agreed, on a trial basis, to the procedure utilizing the Standing Committee on Probationary Constables set out in this Memorandum of Understanding.
- (4) During the term of this Collective Agreement, the Association undertakes that the termination of a Probationary Constable will not be taken to arbitration and this provision will remain in effect as provided under s. 129(1) of the *Police Services Act* and shall not continue thereafter unless agreed to by the Parties. However, if the Parties dispute its extension, the Party proposing such extension shall bear the onus of establishing the efficacy of the Committee system.

2. CONSTABLE RECLASSIFICATION

- (1) Where a Constable, after serving a maximum of 12 months in a classification, has had his/her reclassification to a higher level withheld and wishes to appeal the withholding of his/her reclassification, he/she may appeal such action to the Standing Committee on Probationary Constables within 72 hours (exclusive of Saturday or Sunday) of the time he/she was informed that the reclassification was being withheld.
- (2) Any reclassification which is being withheld will be deferred, the Constable will be counselled and the reclassification will be reconsidered in a further 90 days.
- (3) The entire employment record of a Constable should be placed before the Committee which will consider whether there was a reasonable and proper basis for the recommendation to withhold his/her reclassification. If a majority of the Committee is satisfied that there is a reasonable and proper basis for the deferral, no further action shall be taken by the Association on behalf of

the Constable. If the majority is not so satisfied, the Constable's reclassification shall be recommended.

- (4) If the Committee is unable to reach a majority decision, the Board shall determine the matter and any pertinent information may be forwarded by the Committee. The Association may make representations to the Board but this shall not be construed as requiring the Board to hold a hearing on any such determination. Any subsequent withholding of reclassification shall be processed in the same manner.
- (5) During the term of this Collective Agreement, the Association undertakes that the withholding of a reclassification within the Constable rank will not be taken to arbitration and this provision will remain in effect as provided under s. 129(1) of the *Police Services Act*.

Note: Where a reclassification is being deferred because a member is absent on an unpaid leave of absence, the deferral of the reclassification need not be referred to the Standing Committee.

3. UNIFORM DISCIPLINE

- (1) For the purposes of uniform discipline, a member upon whom a penalty of "forfeiture of days or hours off" is imposed, may arrange with his/her Unit Commander to serve the penalty by working a regular day off, forfeiting lieu time, if available, or forfeiting annual leave, if available. If the member and his/her Unit Commander cannot agree on how the penalty is to be served, the Unit Commander shall decide.
- (2) Where a penalty of more than one day's forfeiture of pay or days off is imposed, it shall be deemed to mean the forfeiture of not more than one day's pay or day off in each pay period until the full penalty has been paid. Nothing in this paragraph prevents a member and his/her Unit Commander from mutually agreeing to a different schedule of forfeiture. Where the person convicted leaves the Police Service, the whole amount of the forfeiture of pay then remaining may be deducted from any pay then due.

4. COMPRESSED WORK WEEK AND REVISED SHIFT SCHEDULES

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

- (1) Accord on Compressed Work Week – Division and Traffic Personnel (see Appendix A);

- (2) Accord on Compressed Work Week – Mounted Unit (March 12th, 1992);
- (3) Accord on Compressed Work Week – Identification Bureau, Uniform Members (February 12th, 1987);
- (4) Accord on Revised Shift Schedule – Emergency Task Force (June 8th, 1989);
- (5) Accord on Revised Shift Schedule – Fraud (June 8th, 1989).

5. **MEDICAL INSURANCE**

The following benefit changes will be implemented, effective no later than June 1st, 2019:

- (a) Increase in Psychological benefit with the requirement for a doctors' note to \$5,000.00 annual cap.
- (b) Reimburse for registered psychologist, registered psychotherapist, or counsellor with an MSW practicing in compliance with the *Social Work and Social Service Work Act, 1998*, or a therapist who is licensed by their provincial regulatory agency or is a registered member of a professional association as recognized by the insurance carrier.
- (c) Increase Vision Care to \$450.00 every 24 months.
- (d) Up to \$450.00 of this benefit may be used towards the cost of laser eye surgery in lieu of the eyeglass entitlement.
- (e) Provide reimbursement for eye exams up to a maximum of \$80.00 every 24 months.
- (f) Increase annual dental maximum for Basic Services, Comprehensive Basic Services, and Major Services to \$2,300.00.
- (g) Increase Chiropractor coverage to \$50.00 per visit up to a maximum of \$500.00 per calendar year.
- (h) Physiotherapy - Increase to maximum of \$4,000.00 per calendar year.
- (i) Remove obligation for doctors' note for Massage Therapy.
- (j) Reasonable and customary limits will not be applied to any fixed or maximum per visit or per service amount.

6. BENEFITS - SURVIVING SPOUSE/DEPENDENTS

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

- (a) If a member is killed in the performance of the member's duty, the member's surviving spouse, common-law spouse, or surviving same sex partner ("the survivor") shall be entitled to Semi-Private, Dental and Major Medical coverage until the survivor reaches the age of 65. The member's dependents shall be entitled to benefits until they reach the age of 21, unless they qualify for coverage as "over-age dependents."
- (b) If a member dies of natural causes/non-work-related accident, the survivor shall be eligible for the above noted benefits for one year from the date of such death, unless the member's dependents have not yet reached the age of 21 years, in which case the survivor shall be eligible for the above noted benefits for so long as the dependents remain eligible.
- (c) To the extent that the survivor or the dependents become entitled to benefits from any other source ("the other benefit plan"), the survivor shall submit his/her claim to the other benefit plan first and then, if necessary, make a claim under the Service plan for any outstanding claims. The obligation of the Service shall be to provide benefits such that the entitlement of the survivor and the dependents is not less than it would have been under the Service Plan in respect of all benefits covered by the Service Plan. For clarity, the Service remains fully responsible where the survivor or dependents have no coverage under another benefit plan.

7. POLICE BENEFIT FUND

Before the Police Benefit Fund is wound up or its surplus distributed, the parties are to meet to meaningfully discuss the issue.

8. EMPLOYMENT INSURANCE REBATE

- (a) The members' full share of the Employment Insurance Commission premium rebates (which the Association on behalf of its members hereby agrees should be directed to the Board) shall be fully utilized to provide in part the cost of the orthodontic and improvement in the vision care benefits.
- (b) The remaining costs of the above benefits not met by paragraph (a) hereof shall be paid from the members' Employment Insurance premium rebate balance held in the Central Sick Leave Bank Article 16.05 (a)(ii) and such provision shall be amended to so provide.

9. MEMBERSHIP COMMUNICATIONS

- (1) The Chief and the Board jointly and severally agree that Association Executive members may conduct "platoon meetings" (i.e. meetings held at police facilities during training sessions), subject to the following conditions;
 - (a) The permission of the Unit Commander must first be obtained, provided such permission shall not be unreasonably withheld or withdrawn during the meeting;
 - (b) The platoon meeting shall be conducted in a professional fashion. Matters of disagreement between management and the Association may be discussed provided that Association representatives shall not attempt to undermine the ability of either the Chief or the Board to exercise their acknowledged functions under the collective agreements and *PSA*;
 - (c) The Unit Commander may be present at any time during and throughout any platoon meeting and may, in his/her discretion, terminate the meeting provided that this power shall not be exercised unreasonably.
- (2) In addition to any representation rights specifically addressed in the collective agreements and subject to the exigencies of the Service the parties jointly and severally agree that:
 - (a) The Association may conduct spur-of-the-moment meetings regarding matters referred to in Article 6, and SIU and Internal Affairs investigations, with all members in police facilities, in accordance with the procedure set out in Memorandum of Understanding 3 - Association Representation, appended to the Civilian collective agreements; and
 - (b) Association stewards may continue the current practice of communicating with individual Association members regarding Association matters, as the Unit Commander may permit (provided that such permission shall not be unreasonably withheld or withdrawn), or as required by Article 6.
- (3) The parties jointly and severally agree that the Association may continue the practice of posting bulletins on Association bulletin boards in police facilities subject to the following:
 - (a) All such communications shall be authorized by the Association President;

- (b) Such postings may deal with matters of disagreement between management and the Association. They shall be professional in their content.
- (4) The parties jointly and severally agree that the Association may continue the practice of using the police fax and internal mail system to send and receive professionally worded communications without charge.
- (5) The parties jointly and severally agree that communications by management to Association members shall be worded and delivered in a professional manner.
- (6) This Memorandum is entirely without prejudice to,
 - (a) any rights the Association or the Executive may have concerning communications to its members outside the workplace; and
 - (b) any position the Board or the Chief may take in future proceedings regarding their respective roles and areas of statutory jurisdiction.
- (7) (a) Where the Chief, the Board, the Association or the Association Executive believes that a provision of this Memorandum has been violated, it shall notify the other parties concerned by fax forthwith. Failing immediate resolution by the parties a complaint may be initiated by notifying the parties involved and the Arbitrator by fax. The Notice of Complaint shall include a written submission (maximum 1,000 words) setting out the reason why it is believed that the Memorandum has been violated. Affected parties shall have until the end of the next following business day to provide a written response (maximum 1,000 words) to the complaining party and to the Arbitrator. The complaining party may deliver a reply (maximum 500 words) in the same fashion before the end of the next following business day.
 - (b) After receiving the representations of the parties in accordance with the foregoing procedure, the Arbitrator, in his discretion, may convene a meeting of the parties (which may be by conference call). Following such meeting (or following receipt of the parties' written submissions, if the Arbitrator decides that no meeting is necessary) a decision will be issued promptly directing what actions, if any should be taken with respect to the alleged breach. The Arbitrator may issue such further directions to the parties and may award such compensation or such other relief as in his discretion he deems appropriate.
 - (c) The parties hereby agree that a single arbitrator shall hear any such complaint. The Arbitrator shall be Owen B. Shime Q.C.

- (d) Where the Arbitrator is unable or unwilling to deal with the matter, he shall designate one of the following alternates to hear it:

William Kaplan
George Adams

or such other arbitrator as Mr. Shime designates.

In the absence of such designation, the parties will refer the matter on a rotating basis to one of the alternates. If none of the arbitrators in paragraph (c) and (d) is able or willing to deal with the matter, the Chief Justice of Ontario or a Judge of the Ontario Superior Court may be asked by any of the parties to appoint an arbitrator hereunder.

- (e) The fees and disbursements of the Arbitrator shall be shared equally by the parties to the Agreement.
- (f) Written communications under these procedures shall be given in writing to the President of the Association and to the Chief, the Board and the Manager of Labour Relations.

10. ASSOCIATION ACCESS TO THE BOARD'S INTRANET SITE

- (1) The Service will work with the Association to provide one intranet access terminal at the Association's Headquarters. All costs associated with the installation and operation of the terminal will be paid by the Association. The terminal will only be accessible and accessed by the Association Directors and the Association's in-house legal counsel on an individual password basis. The timing for this installation will depend on security, access and technology issues being resolved to the satisfaction of the Board.
- (2) The Association may only use the Service e-mail system in order to send messages to their members for the purpose of advising members to view the Association's website. These e-mail messages will not contain any text in the body of the message. The subject line for each e-mail shall be: "Please view the Association's website for information", with no other text included therein.

11. LEAVE OF ABSENCE – POLICE ASSOCIATION OF ONTARIO

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

12. LEGAL INDEMNIFICATION – CIVIL ACTIONS

- (1) If a civil suit is commenced against a member(s) and the Board is informed that the legal representation has been denied, the Board will request

additional information from the Service. The Board will provide this information to the City of Toronto for re-consideration of the issue of legal representation.

- (2) If the claim is still denied, the Board will determine whether, in its opinion, it appears unlikely that clause 12.03 will apply upon the conclusion of the litigation [i.e. whether the acts allegedly done which constitute the basis for the lawsuit were done, or not done, in the attempted performance in good faith of the member(s)' duty as a police officer].
- (3) The Board will not conclude that 12.03 is unlikely to apply based solely on the allegations contained in the plaintiff(s)' statement of claim unless clause 12.09 applies.
- (4) If, however, the Board after the commencement of the lawsuit is unable to form the opinion that 12.03 is unlikely to apply upon the conclusion of the litigation, then the member shall either:
 - (a) be provided with legal representation by the Board; or
 - (b) be indemnified for the necessary and reasonable legal costs incurred in defence of the action to the date specified below in this clause;

until the earlier of the date when,

 - (i) the Board is able to form an opinion that 12.03 is unlikely to apply; or
 - (ii) the determination described in paragraph 6 occurs;

but, if neither (i) or (ii) occurs, until the conclusion of the litigation.
- (5) When the Board is awaiting information from the Toronto Police Service so that it can make its determination under paragraph 4, legal counsel will be provided by the Board so that any statement of defence required to be filed by a member whose on-duty actions have given rise to the lawsuit, may be filed in a timely manner.
- (6) (a) When coverage under 4 (a) or 4 (b) is provided, the following shall apply where a member is a defendant in a civil action and, arising out of the same set of circumstances, the member is also an accused in concurrent criminal proceedings or is charged under the *Police Services Act* with misconduct;
 - (i) where the Board has provided the member with counsel under 4(a) above, the Board's obligation to provide counsel in the civil

action shall cease upon the date on which either a finding of guilt is registered against the officer in the criminal proceedings or a determination of misconduct has been made in respect of the officer under the *Police Services Act*.

- (ii) where the Board in lieu of providing the member with counsel has undertaken to indemnify the member for his/her reasonable and necessary legal costs incurred by the member in the defence of a civil action, the Board's obligation to indemnify the member in respect of the member's costs in the civil action shall extend only to such costs incurred up to the date on which either a finding of guilt is made against the member or a determination of misconduct has been made in respect of the member under the *Police Services Act*.
- (b) If the finding of guilt or finding of misconduct referred to in sub-clause 6(a) occurs, the Board may extend the benefits of sub-clause 4 (a) or 4(b) until such time as it considers appropriate and warranted and shall extend the benefits of the sub-clause 4 (a) or 4 (b) where the Board is of the opinion that the member was acting in good faith performance of his duty, notwithstanding the finding of guilt or finding of misconduct.
- (7) Where there is an on-going criminal investigation and the information regarding the investigation cannot or should not be released by the Service, the Chief or the Chief's designate will make a recommendation to the Board.
 - (8) Where the Board has decided not to provide legal counsel or indemnify the member pursuant to paragraph 4 of this process and where requested by the Association no later than 15 working days after the Association is informed of the Board's decision, the Board decision shall be reviewed by the Reviewer appointed under paragraph 11 who will determine whether the Board's decision is in conformity with this process and whether, based on the information available, the decision is reasonable. The Reviewer shall have access to all the information made available to the Board and shall consult with the person(s) designated by the Board to represent it. The Association shall also have the right to consult with and provide information to the Reviewer. The Reviewer, while under no obligation to do so, may request either party to comment on information made available to the Reviewer by the other party. The Reviewer's decision shall be in writing without reasons and shall be deemed to be the Board's decision pursuant to paragraph 4 of this Process. The Reviewer's decision is final and binding on the parties.
 - (9) The Process shall not alter the legal rights and responsibilities of the parties under Article 12.

- (10) This Process shall be applicable to civil litigation currently before the Courts where no trial has yet occurred nor settlement reached and to civil litigation arising hereafter.
- (11) It is the parties' intention that the Reviewer be a retired judge. If the parties cannot agree on a Reviewer, Owen Shime, Q.C. shall be requested to name the Reviewer.

13. EDUCATION PROGRAM

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

14. PAID DUTIES

A Board of Arbitration made up of Kaplan, Wright and Riddell shall be seized of the Association proposal in the 2011 negotiations concerning paid duties until a new collective agreement is agreed upon or awarded to replace the 2019-2023 collective agreement. The Board of Arbitration shall also remain seized of the Board's preliminary objection regarding the Board of Arbitration's jurisdiction to award this proposal raised in the 2008 arbitration.

The Board of Arbitration shall convene to consider the Association's proposal and the Board's preliminary jurisdictional objection only if the Board has implemented a material change. Any dispute shall be heard on an expedited basis.

15. DISPUTE RESOLUTION

For the purposes of the Dispute Resolution Process and in particular clauses 23.03 (b) and 23.04 (b), the Selector shall be Owen B. Shime, Q.C., who shall continue until the parties agree to his replacement, or he declines, or is unable to act.

16. ASSOCIATION/BOARD COMMITTEE

To resolve any problem or differences, including any alleged change in established working conditions not covered by the Collective Agreement, other than matters in negotiations or before standing committees which may arise and to consider and

make suggestions or recommendations for their solution to the respective Parties, the Parties shall establish a joint committee comprised of two appointees representing the Association, at least one of whom shall be a seconded member, and two representing the Board, at least one of whom shall be a member of the Board, to meet to discuss matters of mutual concern. Seven days prior to such meeting the representatives of the Board and the Association shall advise each other in writing of the matters which they wish to place on the agenda for discussion. Time spent by appointees in attendance at such meetings shall not result in loss of regular pay.

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

17. SURVIVING DEPENDENTS COMMITTEE

The parties' respective proposals from 2011 negotiations regarding Article 21.03 and related provisions shall be referred to Memorandum of Understanding 16 - Association/Board Committee.

The Chair of the Board and one other person shall represent the Board. The President of the Association and one other person shall represent the Association.

The Committee shall meet within 30 days of ratification in order to attempt to reach an agreement concerning Article 21.03 and related provisions. Failing agreement, the parties' proposals or any modified proposal shall be referred to William Kaplan for final determination on an expedited basis. The parties shall be entitled to have nominees. The parties will schedule an expedited arbitration not later than January 31st, 2012 concerning this matter.

18. LEGAL INDEMNIFICATION COMMITTEE

The parties will establish a joint committee of three persons on each side to examine the wording, interpretation and administration of Article 12.06 of the uniform agreement and the equivalent provisions of the civilian agreements, including, their respective positions regarding the meaning of Article 12.06 and practices in administering Article 12.06 as discussed in the 2011 negotiations.

The committee shall meet within 90 days of ratification in order to attempt to reach an agreement concerning the wording, interpretation and administration of Article 12.06. Failing agreement, the parties shall refer this matter to interest arbitration before William Kaplan for final determination on an expedited basis. The parties shall be entitled to have nominees. The parties will schedule an expedited arbitration not later than January 31st, 2012 concerning this matter. Until the Board rules, the current practices will remain in effect.

19. COLLECTIVE AGREEMENT COMMITTEE

The parties shall continue the committee to redraft and simplify the collective agreements. The Committee shall report to the parties upon completion of the project.

20. COMPRESSED WORK WEEK COMMITTEE

The parties shall jointly inquire into the uniform agreement compressed workweek and shift schedules, having regard to increased effectiveness and efficiencies and to individual members' needs. The Board will disclose such documents and information as is reasonably requested by the Association. If the parties are unable to reach agreement, they agree to defer the issue, if either party raises it, to the next round of collective bargaining.

21. TWO OFFICER CAR COMMITTEE

The parties agree to meet in a committee of three representatives each to review the Board's proposal to shift from 100 and 20 per cent to 80 and 15 per cent in relation to two officer patrol cars, it being understood that under the Board's proposal the complement of the Police Service would not be reduced as a result of implementation of the proposed change to 80/15.

The Board will expeditiously disclose such information and data as is reasonably requested by the Association.

If the parties do not reach mutual agreement within four months of the initial meeting of the joint committee, either party may within 30 days refer the issue to mediation/arbitration before William Kaplan who will determine whether a) the status quo should continue in effect with further study of this issue leading up to the next round of collective bargaining; or b) whether the Board's proposal in its entirety as set out above should be awarded. The parties agree, following ratification of this Memorandum of Settlement, to arrange dates(s) with Mr. Kaplan, for a hearing if that proves necessary. In the event that the parties reach agreement on any aspect of this matter, they will identify those matters to the arbitrator for inclusion in the arbitrator's award.

22. BENEFITS ADMINISTRATION & MONITORING COMMITTEE

A Joint Benefits Committee shall be established consisting of up to two (2) representatives from each of the Association and the Board. This Committee shall be jointly chaired with alternating responsibility.

The objective of the Committee will be to address issues of concern arising out of the administration of the benefit plan including the review of any special circumstances where employees incur extraordinary expenses within the parameters of the plan. Where the Committee considers it appropriate it may make joint recommendations regarding the plan to the Board so as to ensure that it meets the needs of the Association and the Board.

23. LEGAL INDEMNIFICATION

The parties will meet and discuss the definition and the assessment of what are “necessary and reasonable legal costs” in 12.11 with the aim of providing appropriate direction to both the City Solicitor and legal counsel around expectations of legal efficiency.

24. POST-RETIREMENT BENEFITS COMMITTEE

The parties will establish a joint committee to discuss and review options including information relating to use and funding of health care spending accounts and information available to support retirees in the purchase of health and dental benefits including consideration of the existing availability of conversion, the creation of a separate group plan or other options.

25. POLICE COLLEGE TUITION

The parties will meet to investigate the costs and benefits of a recruitment / retention model for new recruits involving tuition loans and/or reimbursement for Police College Tuition. This discussion will review historical approaches and the rationale for removing previous tuition loans and will consider option integrated with the Police Credit Union.

26. OUTSTANDING ISSUES FROM 2019 BARGAINING

The parties agree to continue to meet in good faith to continue dialogue on the following proposals/issues:

- (a) Association's proposal for carryover of vacation, in whole or part, until March of the following calendar year;
- (b) Having regard to the Safer Ontario Act, consider administrative suspensions for civilian members removed from service as they are facing public complaint (which does not include suspension pending termination) and payment of lost wages;
- (c) Association's proposal on Court Services Prisoner Transportation and notice

of cancellation of callbacks;

- (d) Association's proposal on civilian attendance management;
- (e) Association's proposal on Unit D and E and the clarification of Units as part time and casual units;
- (f) Association's proposal UC4B (no changes to benefits);
- (g) Association's proposal on off label drug use;
- (h) Association's proposal C7B and C7D (acting assignments and posting of vacancies).

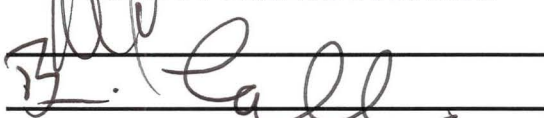
All housekeeping matters shall be put forward to the Collective Agreement Committee, and any unresolved housekeeping matters will be referred to William Kaplan.

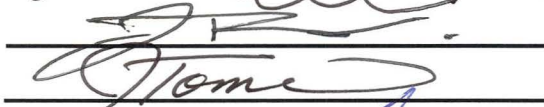
If the parties do not reach mutual agreement within six (6) months of ratification of this Memorandum of Settlement, either party may at any point in the three (3) months following refer one or more of these outstanding issues to mediation/arbitration before William Kaplan who will have all the powers of an interest arbitrator under the collective agreement save that he may not issue an award with any retroactive application or costs.


Executed at Toronto this 22nd day of JUNE 2020.


TORONTO POLICE ASSOCIATION

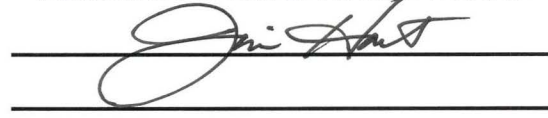
TORONTO POLICE SERVICES BOARD











BOARD POLICIES

The Board advises the Toronto Police Association of its policies on the following matters not intended to be covered by the Collective Agreement:

1. ANNUAL EVALUATIONS

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

The member, within 10 days of being counselled, may respond in writing to such evaluation.

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

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

2. PERSONNEL FILES

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

3. RESIGNATIONS

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

4. VACATION DRAW

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

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

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

A court appearance on scheduled days off prior to and following the vacation period shall not be considered as vacation for the purpose of Article 9.02 (d) of the Collective Agreement.

5. EDUCATION LEAVE

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

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

6. EXTENDED LEAVE

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

7. WORKPLACE SAFETY AND INSURANCE

The Board would take the position that any member who is injured while performing his/her duty as a police officer off shift should be covered by WSIB.

8. BENEFIT CONTRACTS

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

9. DENTAL PLAN – INDIVIDUAL CONSIDERATION CODES

- (a) Where a dental procedure which was, as of January 1st, 1987, an eligible expense under the Service's Dental Plan, is designated by the Ontario Dental Association as an Individual Consideration (IC) Code, (and therefore, an ineligible expense under the Service's Dental Plan), the Board will reimburse a member who has undergone the procedure. The amount of the reimbursement shall equal the lesser of the actual expense to the member or an amount equal to the result of applying to the most recent Ontario Dental Association Schedule rate for the procedure the annual, general increases to the Ontario Dental Association Schedule since the year in which the procedure was designated as an IC Code.
- (b) The Board will undertake to describe in the Service's group benefits booklet those Ontario Dental Association Fee Guide codes which are eligible expenses under the current dental plan agreement.

10. SICK PAY GRATUITY

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

Definitions

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

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

Eligible Number of Work Days

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

1 month	-	22 work days
2 months	-	43 work days
3 months	-	65 work days
4 months	-	87 work days

5 months	-	109 work days
6 months	-	130 work days

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

Benefit Entitlements

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

Wage Increases

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

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

11. PAID-UP LIFE INSURANCE

A uniform member who retires under the N.R.A. 60 rule or later and who does not qualify for paid-up insurance under the provision of the Collective Agreement shall receive a paid-up life insurance policy as follows:

If 10 years of service but less than 15	-	\$1,500.00
If 15 years of service but less than 20	-	\$2,500.00
If more than 20 years of service	-	\$3,500.00

12. UNIFORMS AND EQUIPMENT

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

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

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

13. LOCKER INSPECTION

A member shall be given a reasonable opportunity to be present during the routine inspection of his/her locker.

14. FACILITIES

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

15. FITNESS FACILITIES

To offset the cost of equipment for fitness facilities, the Board will endeavour to obtain the maximum amount of government funding possible. The balance of the cost will be shared according to the Board's current policy: $\frac{1}{3}$ payable by the Board, $\frac{1}{3}$ payable by the Toronto Police Amateur Athletic Association (TPAA) (assuming the TPAAA agrees), and $\frac{1}{3}$ payable by the members.

16. COURT ATTENDANCE BY FORMER MEMBERS

The Board will pay to a former member of this Service who is required by summons to attend court in connection with his/her duties as a member of this Service (but not where such individual is the person charged) the sum of \$75.00 for each day of required court appearance as a supplement to the regular court witness fee.

17. WITNESSES AT DISCIPLINE HEARINGS

A member charged with misconduct pursuant to the *Police Services Act* may inform the presiding officer, in writing, of the names of the members of the Service whom he/she desires to give evidence at the hearing and the Chief of Police shall order those members to be present at the hearing except that if the penalty to be requested is less than dismissal or demotion, the member charged may name no more than two members of the Service to be ordered to be present as character witnesses.

18. LEGAL INDEMNIFICATION

- (1) The Board has adopted a policy which permits a member who may be eligible for indemnification under Article 12 of the Collective Agreement to apply for funds to provide his counsel with a retainer, if one is required, which application may be made on the following basis:
 - (a) where the need for legal counsel arises because a criminal charge has been laid against the member after the arrest and/or charging of someone in connection with acts leading to that arrest and/or charge, or where the need for legal counsel arises under Article 12.05 (b) of the Collective Agreement;
 - (b) the funds applied for do not exceed the greater of \$2,000.00 or 25 per cent of the retainer based on the necessary and reasonable legal costs, which in the event of a dispute shall be determined by the City of Toronto Solicitor (if the retainer increases over time, the member may apply for additional funds within the terms of this Policy);
 - (c) where the actions of the member do not appear to be covered by Article 12.02 of the Collective Agreement; and
 - (d) where the member undertakes to indemnify the Board for such funds if the member is not entitled to indemnification under Article 12 in a manner and form satisfactory to the City of Toronto Solicitor.
- (2) If the Chief or Chief's delegate recommends to the Board that the retainer provided in 1 (b) not be provided, the Association shall be informed so that

they may make written representations to the Board before a final decision is made.

19. ORIENTATION PROGRAM

The Chief of Police will direct the Employment Office to ensure that in any orientation program for members, the Association shall be afforded the opportunity to participate in such program.

20. BILL OF RIGHTS

A Committee comprised of three members representing the Board and three members representing the Association shall review the "Bill of Rights for Police Officers" which was proclaimed by the Board on June 3rd, 1982 at a time when the *Metropolitan Police Force Complaints Project Act, 1981* was in force. The purpose of the Committee's review shall be to examine the Bill of Rights in light of the current legislative framework under Part VI, *Police Services Act* with a view to making recommendations to the parties concerning (i) any item within the Bill of Rights which needs to be updated, amended or deleted and (ii) any item which needs to be added to the Bill of Rights.

The Bill of Rights currently reads as follows:

- (a) An officer against whom a complaint is received shall be advised of the substance of the complaint as soon as possible. The only justified reason for delay is if it would jeopardize the conduct of the investigation.
- (b) Each officer shall be advised of the status of the complaint within 30 days of its reception and shall be provided with interim reports as prescribed. He shall be provided with the final investigation report when it is completed.
- (c) The police officer concerned shall not be required to give evidence at a disciplinary hearing nor shall any statement or answer required to be given by him in respect of the complaint made against him be admitted in evidence at the hearing except with his consent.
- (d) No reference to a disciplinary hearing shall be made in the personal record of the police officer concerned, unless the Hearing Body had made a finding of misconduct by the police officer.
- (e) No reference shall be made in the personal record of a police officer to a complaint resolved informally.
- (f) Statements obtained in the course of the investigation into a citizen's complaint shall only be admissible on a hearing under Part VI, *Police Services Act* and not in any civil suit or proceeding.

- (g) Officers against whom complaints have been made have a right to an Association representative being present during any investigation of these Officers.
- (h) Officers against whom complaints have been made have a right to counsel, Association representation or other agent during any hearing that results from that investigation.
- (i) All allegations against police officers arising out of citizen's complaints must be proven beyond a reasonable doubt.
- (j) The police officer shall be afforded an opportunity to examine before the hearing any written or documentary evidence that will be produced or any report, the contents of which will be given in evidence at the hearing.
- (k) Officers shall be advised in writing of the findings made on hearings into complaints against them and of the avenues of appeal open to them where a complaint has been found to be established.
- (l) No notation shall be made on any officer's personal record regarding a complaint unless that complaint is established in accordance with the Principles of Natural Justice.
- (m) No summary discipline shall be meted out to an officer with respect to a complaint unless that complaint is established in accordance with the Principles of Natural Justice.
- (n) No officer shall be permitted to suffer double jeopardy in accordance with the rule of law. Specifically, no officer shall be required to face a disciplinary charge where the conduct complained of is identical to that which formed the subject matter of a prosecution in the courts that resulted in an acquittal.
- (o) Wherever a police officer is suspected of or charged with the commission of a criminal offence, he or she shall enjoy exactly the same rights as any other citizen.

APPENDIX A ACCORD ON COMPRESSED WORK WEEK

1. IMPLEMENTATION

Divisional and Traffic uniform members who work a 7-day, 3-shift operation shall be assigned to work in accordance with the Compressed Work Week Cycle (CWW Cycle).

2. COMPRESSED WORK WEEK CYCLE

The shift cycle and tours of duty to be made during the Compressed Work Week are as follows:

“Old” CWW Cycle

M	T	W	T	F	S	S
E	E	E	X	X	X	X
X	N/A	N/A	N/A	N/A	N/A	N/A
N/A	X	X	X	D	D	D
D	D	D	D	X	X	X
X	X	X	E	E	E	E

“New” CWW Cycle

M	T	W	T	F	S	S
E	E	E	X	X	X	X
X	N/A	N/A	N/A	N/A	N/A	N/A
N/A	X	X	X	X	D	D
D	D	D	D	D	X	X
X	X	X	E	E	E	E

TOURS OF DUTY

D – DAYS	10 hours
A – AFTERNOONS	8 hours
E – EVENINGS	10 hours
N – NIGHTS	8 hours

EXAMPLE

7:00 a.m. to 5:00 p.m.
3:00 p.m. to 11:00 p.m.
5:00 p.m. to 3:00 a.m.
11:00 p.m. to 7:00 a.m.

3. WORKING CONDITIONS

The implementation of the CWW Cycle is not intended to increase premium pay of members affected nor to reduce their regular salary but is intended to rearrange their working schedule as set out in paragraph 2. To that end for members assigned to the CWW Cycle, this Accord takes precedence over the terms of the uniform collective agreement and during the term of this Accord, the following Articles of the collective agreement shall bear the interpretation as set out below:

- (a) Articles 7.01, 7.02, 7.03, and 7.04 are inapplicable;
- (b) Article 7.04 shall provide:

Each member shall be assigned a lunch period:

- (i) when assigned to an 8-hour tour, after the completion of two and one-half hours and be completed before the completion of 6 hours of duty;
- (ii) when assigned to a 10-hour tour, after the completion of three hours of duty and be completed before the completion of 7 hours of duty.

When the requirements of the Service do not permit the taking of an assigned lunch period, the member and his/her supervisory officer may agree upon some other period during the tour or the member shall be credited with one hour at straight time.

- (c) Voluntary unpaid training and information sessions may be held at the discretion of the Unit Commander or Supervisor prior to the commencement of the tour of duty.
- (d) Article 7.07 (a) shall be amended in accordance with the Cycle as set out in paragraph 2 hereof provided, however, that the Chief of Police in his/her discretion shall continue to have the right to change the starting time of a tour of duty, including the right to vary the starting time of a tour for overlapping at tour changes.
- (e) Article 7.07 (b) is inapplicable.
- (f) The Memorandum of Agreement re Fourth Tour is inapplicable.
- (g) A regular tour of duty shall consist of consecutive hours as provided in paragraph 2. Subject to paragraph 9 (b), when a member on such regular tour of duty is required by his/her Unit Commander to terminate his/her duty before the completion of his/her tour, he/she shall receive regular pay for such tour.

4. STATUTORY HOLIDAYS

Article 14 is inapplicable and in lieu thereof, members shall be compensated for statutory holidays as follows:

- (a) (i) On the first day of the commencement of a 5-week cycle, a member shall receive a credit of 11.5 hours in the lieu time register.

Therefore, a member on the CWW Cycle for a full year should receive an average annual credit of 120 hours.

- (ii) A member who is not entitled to any salary, including sick pay under Article 15.06 during two consecutive cycles, will not receive the credit in (a) (i) at the commencement of the next cycle.
- (b) Unit Commanders shall have the discretion to schedule time off to the extent of a tour of duty per two cycle periods per member. Such time shall be in conjunction with scheduled days off, unless the Unit Commander and the member agree to an alternate arrangement and such time shall be deducted from the lieu time register. In scheduling such time off, the Unit Commander shall give consideration to the member's preference.
- (i) If the member is assigned a day off in accordance with this paragraph (b) and, subsequent to such assignment is scheduled to appear in court on such day off, such day off shall be considered a regularly scheduled day off for purposes of Article 9.02. Nothing herein will prevent a member, with the concurrence of his Unit Commander, working on such assigned day off and rescheduling his assigned day off.
 - (ii) Where a member is on annual leave for the second week of the CWW Cycle, the member shall be assigned the Monday of the third week of the CWW Cycle as an assigned day off.
- (c) A member will continue to have the right to utilize other credited lieu time off at such time agreed upon by the member and the Unit Commander and such time shall be debited from the lieu time register.
- (d) Notwithstanding the provisions of Article 9.04, members may make written application no later than November 1st of each year to reduce their lieu time register to zero hours on the last day of November, which time shall be paid for before the end of the following month.
- (e) A member entering into or leaving the compressed work week may require a debit or credit adjustment, rounded to $\frac{1}{4}$ hours to ensure an equitable share of the Statutory Holiday credit, as provided in (a) above, and the provisions of (b) above may similarly require adjustments.

5. VACATIONS

Earned time off, such as vacations, shall be expressed as equivalent of hours normally worked, i.e. one week's vacation equals 35 net hours.

- (a) The following procedures shall be established for drawing vacation leave for Constables under the Compressed Work Week System:
- (i) Constables assigned to training programs shall draw leave with their platoon even if not working in the Compressed Work Week System at the time of the draw.
 - (ii) The leave draw shall be by order of seniority (based on total length of service with the Service) by platoon, with approximately 10 per cent of the total platoon strength being allowed on leave at any one time.
 - (iii) Subject to the requirements of the Service, when a platoon is scheduled to work the two week period encompassing the day shift (weeks three and four of the schedule) approximately 5 per cent more of the platoon will be allowed on leave for the two week period.
- (b) Platoon Supervisors (Sergeants and Staff Sergeants) shall draw leave by platoon in order of seniority (based on total length of service with the Service). One such Supervisor may be on leave at a time.
- On the first draw, a maximum of four weeks' leave may be drawn by Supervisors during the prime summer period, i.e. the 10 week period preceding Labour Day.
- Provided, however, if the prime period has not been fully utilized in the first draw, the unused segment(s) remain available for the second draw.
- (c) For the purpose of Article 9.02 (d)(i), the maximum time off granted for each day or part thereof in court is 16 hours.

6. **SICKNESS AND SICK PAY CREDITS**

Subject to Article 17 of the collective agreement, sick leave shall continue to be credited but on the basis of 12 hours per month = 1.5 days and charges to sick leave will be based on hours scheduled to work but missed due to sickness or injury.

7. **PAID LEAVE**

Maximum compensation under Article 18.02 (a)(i) is 32 hours' pay.

Maximum compensation under Article 18.01 (a) or 18.02 (a)(ii) is 24 hours' pay.

8. TWO OFFICER PATROL CARS

Article 7.08 is inapplicable.

- (a) All uniform patrol cars, except those assigned to traffic duties, shall be manned by two fully trained and armed police officers while on patrol between the hours of 7:00 p.m. one day and 3:00 a.m. the following day or during such other continuous period of eight hours per day as shall be designated by the Board to coincide with the period of peak patrol activity.
- (b) It is, however, the intent of the parties that in a 24-hour period the number of uniform two officer patrol cars, except those assigned to traffic duties, shall average approximately 50 per cent of all of the scheduled uniform patrol cars. Therefore, between 3:00 a.m. and 7:00 p.m., 20 per cent of all of the scheduled uniform patrol cars shall be manned by two uniform patrol officer(s) unless the officer(s) normally assigned to two officer patrol car(s) duty is (are) not available because of other requirements of the Service or because of the granting of leave or lieu time.

9. GENERAL

For greater clarity it is noted that:

- (a) hourly rates will continue to be calculated on the basis of 2088 hours per year;
- (b) a member assigned from the regular work schedule into the CWW System or vice versa or taking in-service training courses shall have the option of utilizing lieu time or of having his/her tours and schedules varied in order to achieve total working time equal to that which he/she would have had if such assignment or in-service training had not occurred;
- (c) in assigning members to platoons, an effort will be made to have an equitable distribution of seniority over the five platoons, provided, however, that requests for assignment to a specific platoon for personal needs will be considered, subject to the above intent;
- (d) members on the CWW who are not assigned to patrol car or beat duties, such as station duty personnel, breathalyzer personnel and booking personnel, and whose duties thus overlap with other personnel assigned to such duties, may be assigned to patrol or other duties.

10. STUDY COMMITTEE

The Study Committee will comprise three representatives of the Association and three representatives appointed by the Board and the Committee will monitor this Accord and consider solutions to problems which may arise. Such Committee,

acting unanimously, shall have full power to alter, amend, delete or supplement the terms of the Accord.

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