



INTERNAL MONITORING REPORT

ENDS: EMPLOYMENT, COMPENSATION AND BENEFITS

Period: Ending February 2009

Date: April 14, 2009

I hereby submit my monitoring report on your Executive Limitations Policy, "Employment, Compensation and Benefits" according to the schedule set out. I certify that the information contained in this report is true.

Signed _____ Date: _____
Chief of Police

BROADEST POLICY PROVISION:

"With respect to employment, compensation, and benefits of members, consultants, contract workers and volunteers, the Chief of Police will not cause or allow jeopardy to fiscal integrity or to public image."

Interpretation of the Chief of Police:

It is my interpretation of this policy that compliance with the detailed policies stated below is compliance with this provision.

Further, without limiting the scope of the foregoing by the enumeration, the Chief of Police will not:

Policy Provision #1:

- “1. Fail to abide by the terms and conditions of all applicable collective bargaining agreements and contracts to which the Board is a signatory, while without creating any new enduring liabilities, administering the collective agreements and resolving all interpretative differences and grievances”

Interpretation of the Chief of Police

It is my interpretation of this provision that the collective bargaining agreements must be implemented in such a manner as to ensure that members receive the compensation and benefits as described therein and further that I am entitled to issue directives governing processes to ensure that members receive those entitlements. It is also my reasonable interpretation that occasional inadvertent errors will occur in the administration of the collective bargaining agreements, which if corrected in a timely manner does not result in non-compliance with this policy provision.

It is my further interpretation that this policy provides limited authority to resolve contract administration issues as long as the resolution does not extend beyond the expiry of the collective bargaining agreement or interfere with the Board’s ability to negotiate a new agreement.

Data Support:

The Human Resources Unit ensures that all compensation and benefits, identified within the three collective agreements (DRPS Sworn, DRPS Civilian and DRPS Senior Officer), are administered appropriately. The three collective agreements have been implemented in a manner that ensures all members receive the entitlements outlined within the respective agreements.

In September 2008, we had the new contract for the Senior Officer’s Association finalized. All provisions and compensation changes as a result of this new agreement were implemented appropriately.

The Human Resources Unit conducts an annual payroll audit that compares the total number of payroll transactions to the total number of payroll errors for the same period. The 2008 audit indicated a better than 99.9% compliance rate. That is, over 99.9% of the time compensation and benefits were appropriately provided to members as outlined within the respective collective agreements. All errors were detected and corrected as soon as administratively possible.

The Service has not extended compensation and benefits beyond the provisions of the respective collective agreements other than expected occasional inadvertent errors, which were corrected or resolved, during this reporting period.

We currently have two outstanding complaints. One complaint deals with the application of the 2007 DRPS/DRPSB arbitration award and the other regarding an administrative process. Discussions are continuing with respect to the appropriate remedy.

Therefore, I report compliance with this provision.

Policy Provision #2:

“2. Promise or imply permanent or guaranteed employment.”

Interpretation of the Chief of Police

It is my interpretation of this policy that permanent or guaranteed employment is not to be promised or implied at the time of recruitment nor during the term of employment. It is my further interpretation that we are entitled to disclose to candidates and/or members the particulars of the Police Services Act and/or the Employment Standards Act.

Data Support:

In 2008 the DRPS hired 44 civilians (1 full time and 43 part time), 59 sworn members (49 new and 10 with previous police experience), and 1 senior officer for a total of 104. We also hired 27 students. None of the 131 job offers issued indicated or alleged permanent or guaranteed employment. As well, the DRPS did not receive any complaints from individuals alleging a promise of permanent or guaranteed employment.

Therefore, I report compliance with this provision.

Policy Provision # 3

“3. Establish current compensation and benefits that deviate materially from the geographic or professional market for the skills employed.”

Interpretation of the Chief of Police

It is my interpretation of this policy that where employment is governed by a collective agreement, pursuant to Policy # 1 above, that said collective agreement shall govern compensation and benefits. It is my further interpretation that where the collective agreements provide for “market adjustments” as part of the Civilian

Evaluation, the Chief of Police, in applying said provisions, is in compliance with this provision.

Data Support:

The DRPS has not had any significant difficulties filling civilian positions. With respect to filling vacancies, 98% of all positions have been filled utilizing compensation levels identified via the DRPA/DRPS Joint Job Evaluation Committee (JJEC) process. As identified in past reports, the DRPS has experienced some challenges in attracting and retaining some technical positions (i.e. Instructional Designer, WSIB Administrator) and steps have been taken to address this issue. Other than this challenge, there has not been any significant issue with respect to civilian staff attraction/retention.

The DRPS has approximately 2% of its civilian positions compensated above the respective JJEC identified compensation levels. This resulted from positions requiring a higher compensation level than existed to attract the talent required or as result of the position being re-evaluated and current salary levels being “red-circled”. Appropriate action has been taken with respect to “red circled” positions and these positions will be brought into line with the appropriate compensation level over the course of time.

With respect to sworn compensation levels, these are set via collective agreement negotiations. The compensation levels for sworn positions fall in line with the Board’s identified market comparators.

Therefore, I report compliance with this provision

Policy Provision # 4

“4. Create obligations over a longer term than revenues can be safely projected.”

Interpretation of the Chief of Police

It is my interpretation that I am not permitted to enter into contracts, agreements or any other form of binding obligation that would extend beyond a safe projection of revenues. It is my interpretation that the latter generally means the current five-year forecast.

Data Support:

The DRPS has not created employment obligations that extend beyond the safe projection of revenues. In 2008, the DRPS hired full-time employees only when the authorization was granted via the budget approval process.

Therefore, I report compliance with this provision.

Policy Provision # 5

“5. Fail to ensure that all employment processes, including hiring and separations, are consistent with the legislative requirements of the *Human Rights Code*, the *Police Services Act*, and the *Employment Standards Act*, as well as the applicable collective agreement. In particular, hiring and separation processes must be objective, non-discriminatory and without favour, thereby ensuring all candidates are given equal opportunity for employment.”

Interpretation of the Chief of Police

It is my interpretation that all employment functions must be in compliance with the legislation as outlined, any other legislative requirements that may apply from time to time, and the collective agreements. It is my further interpretation that the Board is particularly wishing to ensure that the hiring and separation processes are objective, non-discriminatory and without favour, the outcome of which is that all candidates are provided equal opportunity for employment. It is my further interpretation that sworn members must have formal evaluations completed and filed in Human Resources prior to moving through the classes.

Data Support:

The DRPS ensures compliance with all required legislation creating an objective and non-discriminatory selection process using trained Human Resources professionals. These professionals design and monitor processes that ensure selection is objective and non-discriminatory. In 2008, the DRPS hired 131 members (sworn and civilian) and students. We did not receive any formal complaints nor did the DRPS have any decisions rendered against our hiring processes.

The Human Resources Unit administers the employment separation process. All separations are objective and non-discriminatory. During 2008 we had 31 members separate from the DRPS. We did not receive any complaints from these members with respect to the separation process.

It should be noted that the vast majority of members stated that they were very happy with their time at the DRPS. They stated that other considerations, primarily family, was the motivation for taking a new position.

Therefore, I report compliance with this provision

Policy Provision # 6

- “6. Fail to ensure that:
- a. All new sworn members undergo the probationary period as described in the *Police Services Act (s.44)*;
 - b. All new civilian members undergo a minimum 6-month probationary period (or equivalent for part-time members);
 - c. All new members are formally evaluated prior to the end of the applicable probationary period; and
 - d. Only those new members that satisfactorily complete their probationary period are retained in the Board’s employ.

Interpretation of the Chief of Police

It is my interpretation that sworn recruits are subject to the legislated probationary period, 12 months from the date of being sworn-in as a constable. New civilian employees are subject to a probationary period of 6 months (equivalent for part-time members) and all members must receive a satisfactory evaluation prior to the end of the applicable probationary period in order to remain employed with the Service. It is my further interpretation that officers hired with previous police experience and have completed a probationary period previously with another police service are not subject to a further probationary period in accordance with court rulings on this issue. These officers would, however, be closely evaluated in the first twelve months of their employment with the Board to ensure satisfactory performance.

Data Support:

Every new civilian employee is placed on a 6-month probationary period. During 2008, 44 civilians were hired. The DRPS has a process whereby all civilian members receive a six-month probationary evaluation (or equivalent for part-time).

Out of the 44 civilian members hired in 2008, 26 probationary reviews have been completed and 18 are not yet due.

In 2008, 59 sworn officers were hired. Ten of these individuals were hired with previous policing experience and the remaining 49 were new recruits who have been or will be (some 2008 sworn hires are still at OPC) subjected to rigorous written performance evaluations prior to the completion of their probationary period. In 2008, all sworn officers completing their probationary periods were evaluated at an acceptable level of performance or better.

Therefore, I report compliance with this provision

Public

Based on the above proof provided, I report overall compliance with the policy.

Attachments: None