

Classification **PUBLIC**

Meeting December 8, 2014



Agenda Item **Monitoring Report:
Employment, Compensation and Benefits**
(For the period of Jan –Dec 2013 and Jan –Sept 2014)

Recommended Motion:

THAT the Board finds that all provisions of the *Employment, Compensation and Benefits Policy* have been complied with.

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.

I report compliance to all provisions of this policy.

Signed: _____ Date: _____
Chief of Police

BOARD POLICY STATEMENT:

“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.”

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

- 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.*
- 2. Promise or imply permanent or guaranteed employment.*
- 3. Establish current compensation and benefits that deviate materially from the geographic or professional market for the skills employed.*
- 4. Create obligations over a longer term than revenues can be safely projected.*

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 was given equal opportunity for employment.*
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 3-month probationary period (or equivalent for part-time members); except for new civilian members hired as a Communicator after July 6, 2010 are subject to a 6 month probationary period.*
 - 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 compliance with the six provision statements fulfills the total requirements of this policy.

Further it is my interpretation for provision:

1. 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.

2. 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.
3. 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.

4. 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.
5. 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.
6. That all 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 3 or 6 months depending on position (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:

1. IMPLEMENTATION OF COLLECTIVE BARGAINING AGREEMENTS AND CONTRACTS

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 October 2013 the Board negotiated a two year agreement (Jan 2013- Dec 2014) with the Durham Regional Police Association for both the sworn working group and the civilian working group. The agreement negotiated salary increase split into 6 increments over the two year period. As of the date of this report five of the six salary increases have come in effect. The last increase is scheduled to take effect December 1, 2014 and will payable on the December 11, 2014 pay date. All applicable salary increases were implemented accurately and timely.

Retroactive pay for these salary increases dated back to Jan 2013 and were paid to members December 12, 2013 with the final 2013 rate increase of 0.13% taking effect on December 1, 2013.

In March 2014 the Senior Officers Association signed a two year agreement (Jan 2013 – Dec 31, 2014) with the same salary increase percentage and split as noted in the DRPA agreements. Retroactive salary increase payments were processed and paid the first pay

period in April 2014. As of the date of this report five of the six salary increases have come in effect. All applicable salary increases were implemented accurately and timely.

To ensure members receive the entitlements outlined in the respective agreements the Human Resources Unit conducts a monthly payroll audit. The audit compares the total number of payroll transactions to the total number of payroll errors for the same period. Of the 135,986 transactions the 2013 audit indicated a better than 99.9% accuracy 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.

Between January and September 2014 of the 94,890 transactions audited in the period we are on track to attain a better than 99.9% accuracy rate.

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

Therefore, I report compliance with this provision.

2. EMPLOYMENT CONTRACTS

In 2013 the DRPS hired 19 part time civilians and 219 students. No sworn or full time civilian members were hired in 2013. None of the 238 job offers issued indicated or alleged permanent or guaranteed employment. The DRPS did not receive any complaints from individuals alleging a promise of permanent or guaranteed employment.

Between January and September 2014 DRPS hired 12 part time civilians and 77 students for a total of 89 members. No sworn or full time civilian members were hired during this period. None of the 89 job offers issued indicated or alleged permanent or guaranteed employment to date. As well, the DRPS has not received any complaints from individuals alleging a promise of permanent or guaranteed employment

| Contract Type | 2013 | Jan -Sept 2014 |
|----------------------------------|-------------|-----------------------|
| Civilian Full Time | 0 | 0 |
| Civilian Temp/Part Time | 19 | 12 |
| Students (Including YIP Program) | 219 | 77 |
| Sworn | 0 | 0 |
| Total | 238 | 89 |

Therefore, I report compliance with this provision.

3. COMPENSATION AND BENEFITS PRACTICES

The DRPS has not had any significant difficulties filling civilian positions in 2013 or for the period of January – September 2014. With respect to filling vacancies for this period, all civilian positions were filled utilizing compensation levels for each position determined by the DRPA/DRPS Civilian Joint Job Evaluation process revised in September 2010. The Youth and Policing (YIP) hourly rate is set by the Province at \$10.70 and the Student rate is set by the Service at \$13.40. The June 2014 student minimum wage (under the age of 18) increased to \$10.30 per hour and the General minimum wage is now set at \$11.00 per hour in Ontario. As a result, we have not experienced any difficulty attracting and retaining YIP hires or Students at these compensation rates¹.

As a result of the implementation of the renewed Joint Job Evaluation process in September 2010, 29 civilian members previously had their pay grade adjusted and their rate of pay frozen (red circled). Due to the implementation of the new CBA rates in 2013 and 2014 there are only 2 members whose rates of pay remains red circled as of the end of September 2014.

With respect to sworn compensation levels, these are set through 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

4. OBLIGATIONS AND PROJECTION OF REVENUES

The DRPS has not created employment obligations that extend beyond the safe projection of revenues. We only hire full-time members when the authorization is granted via the annual budget approval process.

January to September 2014, the DRPS did not hire any full-time sworn or civilian members as a result of a Service wide efficiency review that has been initiated known as Continuous Improvement Program (CIP). In July 2014, the Police Services Board supported the Chief's recommendation to hire new sworn members to fill vacancies resulting from retirements. The Service has been authorized to hire 15 new recruits by Dec 2014 without increasing the overall strength of the Service.

Therefore, I report compliance with this provision.

5. EQUAL OPPORTUNITY EMPLOYER

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 2013, the DRPS hired 238 members (civilians and students); as well as the 89 members (civilians and students) between January and September of 2014. We did not receive any formal complaints nor did the DRPS have any decisions rendered against our external hiring processes. We currently have one arbitration pending in relation to an internal job posting process in which a grievance was filed February 2014.

¹ <http://www.labour.gov.on.ca/english/es/pubs/guide/minwage.php>

The Human Resources Unit administers the employment separation process. All separations are objective and non-discriminatory. Including students hired for our the summer programs and for the Youth in Policing programs, we have had 215 members separate from our employ in 2013 and 171 members separated from the Service between January and September 2014.

It should be noted that the vast majority of members voluntarily leaving to take alternate employment stated that they were very happy with their employment 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.

6. PROBATIONARY PERIODS:

All new sworn members undergo the probationary period as described in the Police Services Act (s.44) (Provision 6.a)

All new civilian members undergo a minimum 3-month probationary period (or equivalent for part-time members); except for new civilian members hired as Communicators after July 6, 2010 are subject to a 6-month probationary period. (Provision 6.b)

The DRPS has a process whereby all civilian members receive a either a three or six month probationary evaluation (or equivalent for part-time) based on the hires working group. Every new civilian employee is placed on the appropriate probationary period. Probationary reviews for part time members must be completed prior to reaching 520 hours (equivalent to 3-months) and 1040 hours (equivalent to 6-months) for communicators.

Twelve (12) probationary reviews were due in 2013. Out of the twelve (12) civilian members requiring a review, eleven (11) probationary reviews have been completed, seven (7) are not yet due, and one probationary review was outstanding at year end. This review is no longer outstanding as the member resigned in the New Year.

As of the end of September 2014, one (1) new hire probationary review was due and completed for the period. Eleven (11) of these reviews are not considered outstanding until after this reporting period and into 2015 as the members have not reached the established full time equivalent hours.

| Period | Total New Hires | Reviews Due | Reviews not Due | Reviews Completed | Reviews Outstanding |
|------------------------|------------------------|--------------------|------------------------|--------------------------|----------------------------|
| 2013 | 19 | 12 | 7 | 11 | 1* |
| Jan – Sept 2014 | 12 | 1 | 11 | 1 | 0 |

*With the resignation of the one member whose review was outstanding in 2013, these numbers indicate that all new members who were due for a review were formally evaluated prior to the end of the applicable probationary period (Provision 6.c).

Only those new members that satisfactorily complete their probationary period are retained in the Board's employ (Provision 6.d). Case in point, new hires in our Communications Unit receive a formal progress report at the end of each block and we measure if they are meeting the eleven competencies of a Call Taker. They have a minimum of 9 weeks to complete all eleven competencies at which point they move on to Dispatch training or receive additional Call Taker training. The table below shows the number of members who separated during their training period:

| In Training | Separations 2013 | Separations Jan – Sept 2014 |
|----------------------------|------------------|-----------------------------|
| During Probationary Period | 5 | 2 |
| Post Probationary Period | 0 | 2 |
| Total | 5 | 4 |

The members who separated during the probationary period did so within the first 2-5 months of employment.

Therefore, I report full compliance with this provision.