



The following draft Minutes of the meeting of the Toronto Police Services Board held on July 24, are subject to adoption at its next regularly scheduled meeting.

The Minutes of the meeting held on June 19, 2008, previously circulated in draft form, were approved by the Toronto Police Service Board at its meeting held on July 24, 2008.

MINUTES OF THE PUBLIC MEETING of the Toronto Police Services Board held on **JULY 24, 2008** at 1:30 PM in the Auditorium, 40 College Street, Toronto, Ontario.

PRESENT:

Dr. Alok Mukherjee, Chair
Mr. Frank Di Giorgio, Councillor & Member
Mr. Hamlin Grange, Member
The Honourable Hugh Locke, Q.C., Member
Ms. Judi Cohen, Member

ABSENT:

Ms. Pam McConnell, Councillor & Vice-Chair
Mr. David Miller, Mayor & Member

ALSO PRESENT:

Mr. William Blair, Chief of Police
Mr. Albert Cohen, City of Toronto - Legal Services Division
Ms. Deirdre Williams, Board Administrator

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JULY 24, 2008**

#P192. INTEROPERABILITY

Inspector Lance Valcour, Project Manager Interoperability, Canadian Police Research Centre, delivered a presentation on improving public safety voice interoperability.

A printed version of Inspector Valcour's Powerpoint presentation is on file in the Board office.

The Board thanked Inspector Valcour for attending the meeting and received the presentation.

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TORONTO POLICE SERVICES BOARD HELD ON JULY 24, 2008**

**#P193. DIGITAL VIDEO ASSET MANAGEMENT PROJECT
(DVAM II PROJECT)**

The Board was in receipt of the following report dated June 10, 2008 from William Blair, Chief of Police:

Subject: UPDATE PRESENTATION ON THE DIGITAL VIDEO ASSET
MANAGEMENT PROJECT (DVAM II PROJECT)

Recommendation:

It is recommended that the Board receive this report.

Financial Implications:

There are no financial implications relating to the recommendation contained within this report.

Background/Purpose:

The Digital Video Asset Management Project (DVAM II Project) goal is to implement a digital video asset management system (DVAMS) to acquire, transport, index, search, disclose, archive and purge digital video evidence securely and efficiently.

In February 2008, the Board received an update report on the Project (Min. No. P30/08 refers). In responding to questions about the report, Mr. John Sandeman, Manager, Video Services Unit, noted that a project update presentation would be provided to the Board.

Discussion:

The Project has accomplished substantial milestone achievements. Two of five phases are complete (project initiation and project planning). The project is currently in phase 3 (solution development) with project tasks that include DVAMS functional requirements analysis and system design.

Mr. John Sandeman will provide a presentation on the current status of this project.

Conclusion:

Deputy Chief Jane Dick, Executive Command, will be in attendance to answer any questions that the Board may have regarding this report.

Mr. John Sandeman, Manager, Video Services Unit, delivered a presentation on the status of the Digital Video Asset Management Project. A printed version of Mr. Sandeman's Powerpoint presentation is on file in the Board office.

The Board thanked Mr. Sandeman for his presentation and received the foregoing report.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JULY 24, 2008**

#P194. REVIEW OF COURT SERVICES

The Board was in receipt of the following report dated June 12, 2008 from Jeff Griffiths, Auditor General, City of Toronto:

SUMMARY

Attached is the Auditor General's report entitled "Review of Court Services, Toronto Police Service." This review was conducted as part of the Auditor General's 2007 Annual Work Plan.

The objective of this audit was to assess and determine the extent to which resources of the Toronto Police Service were deployed efficiently and effectively in ensuring courthouse security and prisoner transportation, and to identify potential opportunities for cost savings.

The issues identified in our report center around three separate but related themes. These themes relate to the following areas:

- Funding arrangements pertaining to court security and prisoner transportation;
- Administrative and staff resource issues identified within the jurisdiction of the Toronto Police Service; and
- Administrative, staff and facility resource issues identified outside the jurisdiction of the Toronto Police Service.

Our review identified the need for a fundamental change in the funding relationship between the City of Toronto and the Province of Ontario in relation to court security and prisoner transportation. The Toronto Police Service is in the position of having to adjust to increasing provincial demands in court security and prisoner transportation services without any authority or control over related funding decisions.

Many of the issues raised in this report are complex and difficult to remedy because of the various governmental jurisdictions involved in the administration of the judicial process. While we have identified opportunities for efficiencies and cost savings within the jurisdiction of the Toronto Police Service, the Toronto Police Service under current funding arrangements has no option but to continue to operate within a system which is inherently inefficient and over which the Police Service has limited control. Changes in funding arrangements will likely provide a catalyst for the Province to consider changes in order to reduce overall court services costs.

During the course of our review, we have met frequently with members of the Toronto Police Service to discuss issues identified during the review. Many of these issues have the potential to reduce Court Services operating costs. Several of the issues identified were acted upon immediately upon notification to management. Other issues are currently being evaluated.

RECOMMENDATIONS

The Auditor General recommends that:

1. the recommendations in the attached Auditor General's report entitled "Review of Court Services, Toronto Police Service" be adopted; and
2. this report be forwarded to the City's Audit Committee for information.

FINANCIAL IMPACT

The implementation of recommendations in this report will improve operational efficiency and result in cost savings related to court services in Toronto. While these initiatives may result in cost savings up to \$1 million, any significant cost savings can only be achieved through a closer coordination of all aspects of court services between the Toronto Police Service and the Province of Ontario.

DECISION HISTORY

The review of the court services function of the Toronto Police Service was requested by the Toronto Police Chief. The Chief expressed concerns relating to the escalating costs of this particular function, and as a result, requested an independent review of this area by the Auditor General in order to determine whether or not there were opportunities to reduce costs.

The Chief's request was approved by the Toronto Police Services Board at its January 2007 meeting. The Terms of Reference for this particular review was presented to the Toronto Police Services Board and to the City's Audit Committee in April 2007.

In view of the significant costs involved in Court Services, the Auditor General included this particular project in his 2007 Annual Work Plan.

COMMENTS

The report entitled "Review of Court Services, Toronto Police Service" is attached as Appendix 1. The Chief of Police, in a separate communication, has prepared a detailed response to the report.

Mr. Alan Ash, Director, Auditor General's Office, was in attendance and delivered a presentation to the Board on the results of the audit of Court Services. A printed version of Mr. Ash's Powerpoint presentation is on file in the Board office.

The Board thanked Mr. Ash for his presentation and approved the following Motions:

- 1. THAT the Board approve the foregoing report;**
- 2. THAT the correspondence to be sent by the Board with regard to recommendation no. 1 in the Auditor General's report be copied to the Minister of Finance for information;**
- 3. THAT the Chief of Police prepare a response to the Auditor General's report and provide it to the Board; and**
- 4. THAT the Board request the Auditor General to conduct a follow-up audit at a time he determines is appropriate.**

An electronic copy of the Auditor General's audit of court services is not attached to the electronic Minutes.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JULY 24, 2008**

**#P196. RESPONSE TO THE BOARD'S REQUEST FOR INFORMATION ON THE
POSSIBLE USE OF TASERS BY TTC SPECIAL CONSTABLES**

The Board was in receipt of the attached correspondence dated June 17, 2008 from Gary Webster, Chief General Manager, Toronto Transit Commission, containing a response to the Board's earlier request for information on the possible use of TASERS by TTC special constables. Mr. Webster's correspondence responds to correspondence that the Chair sent to the TTC as a result of Motion No. 3 contained in Minute No. P106/08 from the Board's April 17, 2008 meeting.

The Board approved the following Motions:

- 1. THAT the Board refer Mr. Webster's correspondence to the Chief of Police for his consideration; and**

- 2. THAT, if the Chief of Police is contacted by the TTC and advised that the consultant's report includes comments or recommendations regarding the need for greater use of force options, the Chief advise the Board forthwith.**



TORONTO TRANSIT COMMISSION

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GENERAL SECRETARY



June 17, 2008

Alok Mukherjee
Chair
Toronto Police Services Board
40 College Street
Toronto, Ontario
M5G 2J3

Dear Chair Mukherjee:

In response to your letter to Chair Giambrone dated May 20, 2008 regarding Potential Recommendation to Issue TASERS to TTC Special Constables, I would like to provide you with some background and current status information related to the motions made by the Board at its meeting on April 17, 2008.

By way of background, TTC Special Constables have expressed health and safety concerns given the work they conduct and the environment they work within. Separate and apart from these concerns, on January 25, 2006, during a public meeting, the TTC Commission made a motion "that staff be requested to consult with Toronto Police Service and report back to the Commission on the potential use of tasers and firearms by TTC Special Constables". On January 30, 2006, the then TTC Chief General Manager Rick Ducharme sent a letter to Chief Blair that included a request for TPS "to conduct another risk assessment of TSC work activities and the environment in which they work. The purpose of the risk assessment was to critically evaluate and objectively examine TSC exposure to health and safety risks to determine the requirement for any further TSC use of force options." At a meeting between TTC Special Constable Services and TPS Operational Services in July 2007, the TTC inquired into the status of the risk assessment. TPS advised that the TTC should consider hiring a consultant to perform the work as TPS did not have the resources nor the expertise and thought that the assessment should be completed by a third party.

Based on the suggestion made by TPS staff, in 2008, the TTC retained the services of the consulting firm Centre for Security Training and Management to conduct the risk assessment. The original scope of work as stated in the Request for Proposal required the consultant to conduct *an independent and comprehensive assessment to determine whether the risks inherent in the duties performed by TTC Transit Special Constables justify the issuance of firearms and/or tasers as an additional use of force option.*



1900 Yonge Street, Toronto, Canada, M4S 1Z2 Telephone 416-393-4000 Web Site: www.ttc.ca

Following the Spadina subway station shooting in March 2008, the issue of whether or not Transit Special Constables should be issued further use of force options became a public policy issue. In media reports and meetings with the Toronto Police Services Board and Chief Blair, we were clearly advised that there was no support for our Transit Special Constables to be equipped with either firearms and/or tasers.

As such, in order to ensure Transit Special Constable health and safety issues are appropriately addressed, the TTC amended the consultant's scope of work to the following:

Given the fact that the issuance of tasers and/or firearms to Transit Special Constables is not a realistic option, evaluate activities currently carried out by Transit Special Constables and the officer safety controls currently in place to determine if any additional measures are required to reduce officer safety risks to an acceptable level.

Our efforts are now focused on understanding what aspects of our current Transit Special Constables duties should be modified so that our employees are not unreasonably subjected to risks that are not consistent with the Occupational Health and Safety Act. Activities to be carried out by the consultant include, conducting a series of ride-alongs/job observations with various Special Constable Services units (mobile teams, foot patrol teams, community response unit, high visibility patrol unit, criminal investigations unit, special investigations unit), interviews with a representative cross-section of TTC Special Constable staff, and a review/analysis of various documents and reports.

The health and safety of our employees is very important to us. The consultant's report will be finalized by the end of the year. The report will not recommend tasers and/or firearms due to the consultant's revised scope of work, however, should the findings or recommendations suggest or indicate a need for further use of force options, I will contact Chief Blair to discuss further.

If there are any further questions please contact me at (416) 393-3890.

Sincerely,



Gary Webster
Chief General Manager

28-5

Copy: Chief Bill Blair, Toronto Police Services Board



**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JULY 24, 2008**

**#P197. REQUEST FOR EXTENSION OF TIME TO SUBMIT REPORT:
ADEQUATE AND EFFECTIVE POLICING OF THE PUBLIC TRANSIT
AND PUBLIC HOUSING IN TORONTO WITHIN THE MEANING AND
SCOPE OF THE *POLICE SERVICES ACT***

The Board was in receipt of the following report dated June 06, 2008 from William Blair, Chief of Police:

Subject: REPORT ON THE ADEQUATE AND EFFECTIVE POLICING OF THE PUBLIC TRANSIT AND PUBLIC HOUSING IN TORONTO WITHIN THE MEANING AND SCOPE OF THE *POLICE SERVICES ACT* - REQUEST FOR EXTENSION

Recommendation:

It is recommended that the Board approve the request for a six month extension of time to prepare this report.

Financial Implications:

There are no financial implications relating to the recommendation contained within this report.

Background/Purpose:

At its meeting of April 17, 2008, the Board received two reports from the Chief entitled “Special Constable Annual Report 2007 – Toronto Transit Commission” and “Special Constable Annual Report 2007 – Toronto Community Housing Corporation” and approved several Motions including the following:

1. *THAT the Chief of Police provide a report as soon as possible on the adequate and effective policing of the public transit and public housing in Toronto within the meaning and scope of the Police Services Act (Min. No. P106/08 refers).*

Discussion:

Corporate Planning has been assigned to examine this issue. Research and identification of internal and external stakeholders has commenced. However, given the complexity of the issue (i.e. legal, contractual, logistical, etc.), it is anticipated that a final report may take an extended period of time to prepare. The Service is requesting a six month extension to allow for stakeholder consultations, gathering and analysis of information, and preparation of the final report.

Conclusion:

Deputy Chief Jane Dick, Executive Command, will be in attendance to answer any questions that the Board may have regarding this report.

The Board received the foregoing report and approved the following Motions:

- 1. THAT the Board approve a three month extension of time for the submission of a report regarding the adequate and effective policing of public transit within the meaning and scope of the *Police Services Act* in Toronto and direct that the report be provided to the Board for its October 2008 meeting;**
- 2. THAT the Board approve the Chief's request for an additional six months to submit a report on the adequate and effective policing of public housing in Toronto; and**
- 3. THAT the Chair arrange a meeting for the Board and Chief of Police to meet with representatives of the TTC and TCHC to discuss the future plans of the TTC and TCHC special constables programs.**

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TORONTO POLICE SERVICES BOARD HELD ON JULY 24, 2008**

**#P198. TORONTO CITY COUNCIL DECISION: CITY-BASED MEASURES TO
ADDRESS GUN VIOLENCE**

The Board was in receipt of the following:

- copy of the Toronto City Council decision EX21.2 from the meeting held on June 23 and 24, 2008 regarding City-Based Measures to Address Gun Violence; and
- copy of resolutions dated June 16, 2008 by the Toronto Community Housing Corporation regarding gun violence.

The Board received the foregoing; copies are on file in the Board office.

Amendment:

The foregoing Minute was amended by the Board at its meeting on August 21, 2008 by indicating that:

- a) with regard to recommendation no. 13 in City Council Decision EX21.2, the Board advise the City of Toronto-Executive Committee that the Board endorsed, in principle, the concept of Bill 56 at its April 17, 2008 meeting and formally communicated that support to Mr. Colle; and
- b) with regard to recommendation no. 14 in City Council Decision EX21.2, the Board ask the Chief of Police to provide a report on “the number of police on patrol in crime problem areas and the number of gun crimes” and that the Board forward a copy of the Chief’s report to the City of Toronto-Executive Committee for information.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
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**#P199. SIX MONTH UPDATE – POLICY GOVERNING THE DESTRUCTION
OF ADULT PHOTOGRAPHS, FINGERPRINTS AND CRIMINAL
HISTORY**

The Board was in receipt of the following report dated May 29, 2008 from William Blair, Chief of Police:

Subject: SIX MONTH UPDATE - POLICY GOVERNING THE DESTRUCTION OF
ADULT PHOTOGRAPHS, FINGERPRINTS AND CRIMINAL HISTORY

Recommendation:

It is recommended that the Board receive this report.

Financial Implications:

There are no financial implications relating to the recommendation contained within this report.

Background/Purpose:

At its meeting on September 20, 2007, the Board approved a new proposed policy governing the destruction of adult photographs, fingerprints and criminal history for non conviction dispositions (Min. No. P297/07 refers). It made a motion that the Chief of Police, in consultation with the Chair, provide a report to the Board six months after the implementation of the new policy that:

- takes into consideration the issues and concerns raised by the deputants;
- outlines the experience to date using the appeals process as provided for in the new policy;
- provides statistics in terms of the destruction and retention of records under the new policy; and
- recommends amendments to the policy, if necessary.

A three month extension was approved by the Board at its meeting on December 19, 2007 (Min. No. P410/07 refers). The six month timeframe was considered too brief to provide any meaningful statistics, taking into account the requesters' ability to appeal the outcome of the process and time associated with administering the appeal opportunities.

This report addresses destruction requests and activity during the first six months of the new policy, specifically October, November, December 2007 and January, February, and March 2008.

Discussion:

As a result of advice from deputants and direction from court proceedings, the new policy takes into account the nature of the charge, rather than just the number of times an individual has been fingerprinted. The latter was the sole criteria attached to the previous Board policy for fingerprint and photograph destruction. The new policy also provides an opportunity for clients to provide mitigating circumstances and to utilize an appeal process. The new policy and associated processes have been posted on the Toronto Police Service's website to ensure public availability. All out-going recorded phone messages have been revised and all automated telephone prompts encountered by prospective clients have been adjusted to ensure effective communication of the new process.

During the first six months of operation, the number of requests for destruction has not increased or decreased significantly as a result of the new destruction policy in comparison to a comparable period prior to the new policy (new policy: 1794 requests for destruction; old policy: 1831).

During the reporting period under the new Board policy, 968 requests for destruction were approved. There were 826 requests for destruction which were not approved as they did not comply with the Primary and Secondary designated offence criteria. Of those not approved, 61 were appealed by the applicants.

Appeal Process

An applicant whose request for destruction is denied has the option of appealing the decision to the Manager, Records Management Services. To date, the following statistics apply to that process:

Appeals Received: 61

Appeals Approved: 29

Appeals Denied: 32

Where upon appeal the original decision refusing destruction was overturned, the following are some of the factors that were considered:

- an attempt by the appellant to rehabilitate his/herself,
- amount of time elapsed since the offence, and a "clean record" before and after,
- age at the time of the offence,
- mental illness, now being managed and verified by treating physician(s),
- witness statements verifying the appellant's innocence,
- opinions of the officers-on-scene.

Amendments to the Approved Policy

Primary and Secondary Offence lists under Section 487.04 of the Criminal Code were included in the policy as a method of evaluating the seriousness of the charges for destruction consideration. In January 2008, Bill C-18 was implemented. As a result, changes were made to the Primary and Secondary Designated Offence lists from the Criminal Code.

At this time no amendments are required to the policy. I will report again to the Board at its December 2008 meeting at which time a full year of statistics will be available. The report will include any proposed policy changes.

Conclusion:

Deputy Chief Jane Dick, Executive Command, will be in attendance to answer any questions that the Board members may have regarding to this report.

Mr. Kiel Ardal, Community and Legal Aid Services Programme, York University, was in attendance and delivered a deputation to the Board. Mr. Ardal also provided a written submission; copy on file in the Board office.

Mr. Ardal drew the Board's attention to four recommendations contained on page 10 of his written submission.

The Board received the foregoing report and Mr. Ardal's deputation. The Board referred Mr. Ardal's written submission to the Chair for consideration.

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**#P200. *MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF
PRIVACY ACT COMPLIANCE – PROGRESS REPORT***

The Board was in receipt of the following report dated June 09, 2008 from William Blair, Chief of Police:

Subject: MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF
PRIVACY ACT COMPLIANCE - PROGRESS REPORT

Recommendation:

It is recommended that the Board receive the following report.

Financial Implications:

There are no financial implications relating to the recommendations contained within this report.

Background/Purpose:

At the Board's December 16, 2004 meeting, the Quality Assurance Unit was tasked with conducting an audit of the Freedom of Information Unit (renamed the Access and Privacy Section in 2008) to identify factors that impact compliance rates and to develop recommendations to address compliance barriers. Compliance rate refers to the delivery of disclosure through the Freedom of Information (FOI) process within 30 days of receipt of a request for information (Min. No. P406/04 refers).

At its meeting on February 10, 2005, the Board was apprised of the impact of business process changes within the FOI unit that have significantly improved compliance rates, bringing the 2004 annual compliance rate of 32% to 74% in 2005 (Min. No. P50/05 refers). Preliminary estimates indicate an annual compliance rate of 78% for 2007.

On December 15, 2005, the Board received a progress report outlining the status of recommendations under Phase II of the audit, which addressed issues pertaining to the unit's mandate, overall structure, management and decision making processes (Min. No. P396/05 refers). It should be noted that the audit did not encompass an evaluation of the unit's staffing requirements.

In July 2006, the Board was informed of on-going initiatives designed to support the improved compliance rate and to address the remaining recommendations from the Quality Assurance audit (Min. No. P216/06 refers). Further progress updates were provided to the Board in January (Min. No. P43/07 refers) and June 2007 (Min. No. P234/07 refers).

Discussion

Since the last update to the Board during its meeting of December 19, 2007 (Min. No. P400/07 refers), final steps have been taken with respect to the following audit recommendations:

Use of Internet and Intranet

An Access and Privacy Section webpage has been implemented under the Records Management Services Intranet site. An Access and Privacy website has also been implemented under the “Inside the TPS” header of the Toronto Police Service (TPS) webpage.

Succession Planning

Records Management Services has consistently utilized staff from other areas within the unit to assist with caseload demands and backfill positions when members are on long-term leave (medical/maternity). This process continues within the Access and Privacy Section with one (1) additional acting analyst member and two (2) temporary clerks. However, two (2) additional Analyst positions have been approved as part of the 2008 budget and are currently in the review process with both Employment and Compensation & Benefit Units. As a result, the Section will have an authorized strength of one (1) Coordinator, nine (9) Analysts and one (1) Clerk.

In order to maintain the minimum compliance rate of 80% mandated by the Board at its December 16, 2004 meeting, a request for permanent clerical support and the reinstatement of the Assistant Coordinator position has been included in the 2009 budget submission.

2008 Disclosure Requests

There has been a 2.1% increase in the number of disclosure requests received in 2008. Year to date, the Access and Privacy Section has received 1,372 requests. In the recently released Information and Privacy Commissioner of Ontario 2007 Annual Report, the TPS is noted as the second highest for requests received by a municipal organization, reporting a total of 3,194. At 3,108 requests processed and completed, Toronto Police Service is the highest amongst all Ontario police services in this category. (The next highest municipal institution processed and completed 1,403 requests.) The TPS compliance was positively noted in the Information and Privacy Commissioner’s report, quoting a “79.4 per cent 30-day compliance rate (83.1 per cent with notices).”

Conclusion:

As indicated in the December 2007 Progress Report, all recommendations from the final phase of the audit recommendations have been completed and approved by the Director of Corporate Services.

It is anticipated that the foregoing satisfies the Board’s requirement for any further progress report submissions.

Deputy Chief Jane Dick, Executive Command, will be in attendance to answer any questions that the Board members may have regarding this report.

The Board received the foregoing report.

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**#P201. ANNUAL REPORT: IMPLEMENTATION OF THE INTERNAL AND
EXTERNAL RECOMMENDATIONS FOR THE PERIOD JUNE 2007 TO
MAY 2008**

The Board was in receipt of the following report dated May 30, 2008 from William Blair, Chief of Police:

Subject: ANNUAL REPORT ON THE IMPLEMENTATION OF INTERNAL AND
EXTERNAL RECOMMENDATIONS FOR THE PERIOD JUNE 1, 2007 TO
MAY 31, 2008

Recommendation:

It is recommended that the Board receive this report.

Financial Implications:

There are no financial implications relating to the recommendation contained within this report.

Background/Purpose:

At the Board meeting on May 24, 2001, the Board passed a motion requiring the Chief of Police to provide the Board with an annual report that tracks the implementation status of internal and external audit recommendations emanating from specific sources as outlined in (Min. No. P139/01 refers). Audit & Quality Assurance is responsible for preparing this annual report outlining all ongoing recommendations from the Ontario Civilian Commission on Police Services (OCCPS), Chief's Administrative Reviews, Coroner's Jury Inquests, the City of Toronto Auditor General's Office and the Ministry of Community Safety and Correctional Services.

Discussion:

Part I: Chief's Administrative Reviews

There are no ongoing Chief's Administrative Review recommendations to report on this period.

Part II: Coroner's Jury Inquests

There are no Coroner's Jury Inquest recommendations to report on during this time period.

Part III: Auditor General's Recommendations

The status of recommendations originating from the Auditor General's Review of the Investigation of Sexual Assaults - Toronto Police Service (Service) is not included within this report as the Service provides this information to the Toronto Police Services Board under separate cover. The last update was submitted to the Board on May 21, 2008 (Min. No. P126/08 refers).

The Review of Police Training, Opportunities for Improvement recommendations were reported to the Board on January 25, 2007 (Min. No. P53/07 refers) and July 10, 2007 (Min. No. P231/07 refers). The status of these recommendations continues to be reported to the Board under separate cover. The next update concerning these recommendations will be submitted to the Board on June 19, 2008.

There are no other outstanding recommendations related to Auditor General reports.

Part IV: Ontario Civilian Commission on Police Services (OCCPS)

There are no ongoing OCCPS recommendations to report on during this reporting period.

Part V: Ministry of Community Safety and Correctional Services

The Ministry of Community Safety and Correctional Services' Report on the Inspection of the Toronto Police Service was tabled at the February 2006 Board meeting and included responses to the recommendations directed to the Service (Min. No. P35/06 refers). Updates for the two ongoing recommendations are contained below:

Recommendation #14

The Chief of Police ensure that sexual assault protocols, as envisioned in Ministry Guideline LE-034, be developed between the Service and as many partners as is practicable, to ensure a co-ordinated and effective response to victims of sexual assault.

Status: Ongoing

Implementation of this recommendation is being done in conjunction with recommendations stemming from the Auditor General's Review of the Investigation of Sexual Assaults. Preliminary meetings are now underway with representatives of the Sexual Assault Care Centres (SACC). Protocols being developed with the SACC will be reviewed by the Sexual Assault Coordinator and are expected to be completed by year end.

Recommendation #16

The Chief of Police review the efficacy of the several independent registers currently in use and consider the benefits of a consolidated evidence and property register that is compatible with the occurrence reporting system.

Status: Ongoing

The implementation of Property Evidence Management System (PEMS) at Forensic Identification Services (FIS), which was deferred until the Service-wide roll-out of the Property Disposition Inquiry Tool takes place, is tentatively scheduled for the 1st quarter of 2009. Project IMPART, the Service-wide review of all information systems and identification of deficiencies, has been made aware of this recommendation.

Conclusion:

In summary, this report provides the status of the recommendations emanating from specific sources as requested by the Board. Deputy Chief Jane Dick, Executive Command, will be in attendance to answer any questions that the Board may have regarding this report.

Chair Mukherjee drew the Board's attention to Minute Nos. P140/01 and P34/07 from the meetings held on May 24, 2001 and January 25, 2007 respectively. Chair Mukherjee noted that both Minutes pertain to workplans for the Quality Assurance Unit.

The Board received the foregoing report and requested Chief Blair to review Minute Nos. P140/01 and P34/07 with the intention of revising the format of future annual reports.

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**#P202. BY-LAW NO. 159: AMENDMENT TO BY-LAW NO. 147 – FINANCIAL
CONTROL**

The Board was in receipt of the following report dated June 09, 2008 from William Blair, Chief of Police:

Subject: FINANCIAL CONTROL BY-LAW NO. 147 - AMENDMENT

Recommendation:

It is recommended that the Board approve the proposed amendment to By-law No. 147 contained in Appendix "A" to this report.

Financial Implications:

There are no financial implications relating to the recommendation in this report.

Background/Purpose:

At its April 17, 2008 meeting, the Board received deputations with respect to the award of police towing and pound services contracts. One of the deputants raised a concern with respect to the authority of the Manager, Purchasing Support Services, to disqualify a bidder during the procurement process.

In considering the matter, the Board requested that the Chief provide a report which clarifies the implied authorization of the Manager, Purchasing Support Services, to review the quotations submitted by each bidder contained in the Financial Control By-law No. 147 (the By-law) (Min. No. P98/08 refers).

Discussion:

Toronto Police Service (TPS) Finance and City Legal staff have reviewed the By-law with respect to the Board request. Section 1 of the By-law, "Definitions", includes the following definition which outlines the Purchasing Manager's responsibilities:

" "TPS Purchasing Agent" - means the person holding the position of Manager of Purchasing Support Services in the TPS Finance and Administration area, or a similar successor position, and whose responsibility it is to supervise and carry out procurement functions on behalf of the Board in accordance with this by-law;"

It is therefore TPS and City Legal's opinion that the By-law implies that the Manager, Purchasing Support Services has the authority to review bidder submissions for compliance to the procurement call requirements, and to disqualify those that do not meet mandatory requirements. The reasons for the disqualification are communicated to the bidder, appropriate TPS staff and to the Board (where awards require Board approval).

However, to avoid any future dispute as to the extent of this authority, an amendment to the By-law has been prepared by City Legal and is contained in Appendix A to this report.

Conclusion:

The authority of the Manager, Purchasing Support Services, to disqualify bidders was raised as an issue during a deputation to the Board. An amendment to the By-law has therefore been prepared that is explicit about the authority to disqualify, and is submitted to the Board for approval.

Mr. Tony Veneziano, Chief Administrative Officer, Administrative Command will be in attendance to respond to any questions from the Board.

The Board approved the foregoing report.

TORONTO POLICE SERVICES BOARD

BY-LAW No. 159

To amend the Toronto Police Services Board Financial By-law, By-law No. 147

WHEREAS the Toronto Police Services Board previously enacted By-law No. 147 "To confer certain authorities and responsibilities with respect to the appropriation and commitment of funds by and the payment of accounts of the Toronto Police Services Board, and other related matters" (the "By-law");

WHEREAS the Board previously enacted By-laws No. 148, 151, 153, 156 and 157 to amend the By-law; and

WHEREAS the Board wishes to amend the By-law to clarify the authority of the TPS Purchasing Agent, as defined in the By-law, to disqualify Bidders and Proponents and declare Bids and Proposals non-compliant with the terms of a Call or Request;

The Toronto Police Services Board HEREBY ENACTS as follows:

1. The By-law is amended by adding the following as subsection 11(8) of the By-law:

The TPS Purchasing Agent shall conduct a review of all Bids and Proposals received, including those that have been solicited by the City Purchasing Agent pursuant to section 12, to identify any irregularities and, if required, to declare any such Bids or Proposals informal or non-compliant. The TPS Purchasing Agent shall consult with the City Solicitor regarding any such declaration as he or she considers necessary. The TPS Purchasing Agent shall ensure that such declarations are communicated to the relevant Bidders or Proponents, to appropriate TPS staff and, in cases where the Board approves the Award, to the Board at the time the Board considers the Award.

2. This by-law shall come into force on the date of its enactment.

ENACTED AND PASSED this 24th day of July, 2008.

Alok Mukherjee

Approved by the Board:

July 24, 2008
Min. No. P202/08

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JULY 24, 2008**

**#P203. TORONTO POLICE SERVICES BOARD – 2008 OPERATING BUDGET
VARIANCE REPORT FOR THE PERIOD ENDING MAY 31, 2008**

The Board was in receipt of the following report dated June 24, 2008 from Alok Mukherjee, Chair:

Subject: OPERATING BUDGET VARIANCE REPORT FOR THE TORONTO POLICE SERVICES BOARD – PERIOD ENDING MAY 31, 2008

Recommendation:

It is recommended that the Board receive this report.

Financial Implications:

There are no financial implications relating to the recommendations contained within this report.

Background/Purpose:

Toronto City Council, at its meeting of March 31, 2008, approved the Toronto Police Services Board Operating Budget at a net amount of \$2,233,900. This funding level excludes any impact from the working agreement negotiations currently in progress. The impact on the 2008 budget, from a contractual settlement, is expected to be funded by the City.

The purpose of this report is to provide information on the Board's 2008 projected year-end variance.

Discussion:

The following chart summarizes the variance by category of expenditure.

Expenditure Category	2008 Budget (\$000s)	Actual Expend. to May 31/08 (\$000s)	Projected Year- End Actual Expend. (\$000s)	Projected (Fav.)/Shortfall (\$000s)
Salaries & Benefits (incl. premium pay)	\$801.3	\$334.8	\$801.3	\$0.0
Non-Salary Expenditures	<u>\$1,432.6</u>	<u>\$281.2</u>	<u>\$1,432.6</u>	<u>\$0.0</u>
Total	<u>\$2,233.9</u>	<u>\$616.0</u>	<u>\$2,233.9</u>	<u>\$0.0</u>

It is important to note that expenditures do not all follow a linear pattern and therefore year-to-date expenditures cannot be simply extrapolated to year end. Rather, the projection of expenditures to year end is done through an analysis of all accounts, taking into consideration factors such as expenditures to date, future commitments expected and spending patterns.

As at May 31, 2008, no variance is anticipated. Details are discussed below.

Salaries & Benefits (including Premium Pay)

Year-to-date expenditures are consistent with the estimate and therefore no year-end variance is projected.

Non-salary Budget

The majority of the costs in this category are for arbitrations / grievances and City charge backs for legal services. No variance is anticipated in these accounts at this time.

Conclusion:

The most significant expenditure risk for the Board is legal costs for arbitration grievances. At the end of the first quarter the actual spending does not reflect any concerns; however, this will be monitored closely and reported in subsequent variance reports.

The Board received the foregoing report.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JULY 24, 2008**

**#P204. TORONTO POLICE SERVICE – 2008 OPERATING BUDGET
VARIANCE REPORT FOR THE PERIOD ENDING MAY 31, 2008**

The Board was in receipt of the following report dated June 27, 2008 from William Blair, Chief of Police:

Subject: OPERATING BUDGET VARIANCE REPORT FOR THE TORONTO POLICE SERVICE – PERIOD ENDING MAY 31, 2008

Recommendation:

It is recommended that the Board receive this report.

Financial Implications:

There are no financial implications relating to the recommendation in this report.

Background/Purpose:

The Board, at its March 27, 2008 meeting, approved the Toronto Police Service's 2008 operating budget at a net amount of \$798.3 Million (M), including an unspecified reduction of \$2.8M recommended by the City's Executive Committee (Min. No. P47/08 refers). Subsequently, Toronto City Council, at its meeting of March 31, 2008, approved the Service's 2008 Operating Budget at the net amount approved by the Board.

The purpose of this report is to provide information on the Service's 2008 projected year-end variance, as at May 31, 2008.

Discussion:

The following chart summarizes the variance by expenditure category and revenue.

Category	2008 Budget (\$Ms)	Actual to May 31/08 (\$Ms)	Projected Year-End Actual (\$Ms)	Projected (Surplus)/Short fall (\$Ms)
Salaries	576.8	228.0	575.0	(1.8)
Premium Pay	44.8	11.0	44.8	0.0
Benefits	139.9	66.5	139.7	(0.2)
Materials and Equipment	19.6	10.1	19.9	0.3
Services	82.7	21.8	82.1	(0.6)
Total Gross	863.8	337.4	861.5	(2.3)

Revenue	(65.5)	(13.0)	(63.2)	2.3
Total Net	<u>798.3</u>	<u>324.4</u>	<u>798.3</u>	<u>0.0</u>

It is important to note that expenditures do not all follow a linear pattern and therefore year-to-date expenditures cannot be simply extrapolated to year end. Rather, the projection of expenditures to year end is done through an analysis of all accounts, taking into consideration factors such as expenditures to date, future commitments expected and spending patterns. In addition, the Service receives significant amounts of in year grant funding and the revenue and expense budgets are adjusted when receipt of funds is confirmed.

As at May 31, 2008, no year-end variance is anticipated, and the Service has identified projected expenditure savings equal to the \$2.8M unallocated budget reduction approved by Council. The \$2.8M of projected savings allows the Service to remain within the Council approved budget. However, it is important to note that these are in-year savings and not necessarily sustainable in future years. Details of each major expenditure category and revenue are discussed below.

Salaries:

A \$1.8M surplus is projected in the Salaries category.

Expenditure Category	2008 Budget (\$Ms)	Actual to May 31/08 (\$Ms)	Projected Year-End Actual (\$Ms)	Projected (Surplus)/Shortfall (\$Ms)
Uniform Salaries	\$437.1	\$175.5	\$436.2	(\$0.9)
Civilian Salaries	<u>\$139.7</u>	<u>\$52.5</u>	<u>\$138.8</u>	<u>(\$0.9)</u>
Total Salaries	<u>\$576.8</u>	<u>\$228.0</u>	<u>\$575.0</u>	<u>(\$1.8)</u>

Uniform separations are projected to be on budget at 275. However, the separations have occurred earlier in the year than expected and, as a result a net uniform salary savings of \$0.9M is projected at this point in time. The April 2008 recruit class size was adjusted in order to maintain an average deployed strength of 5,510.

A \$0.9M surplus is also projected for civilian salaries. This is attributable to: savings in Court Officer salaries due to a delay in hiring to the approved staff complement; and higher than anticipated separations in other civilian positions. The Court Officer staffing level is expected to be at the approved level by the third quarter 2008 and therefore this is a one-time saving.

Premium Pay:

No variance is projected in the Premium Pay category.

Expenditure Category	2008 Budget (\$Ms)	Actual to May 31/08 (\$Ms)	Projected Year-End Actual (\$Ms)	Projected (Surplus)/Shortfall (\$Ms)
Court	\$11.9	\$4.5	\$11.9	\$0.0
Overtime	\$6.0	\$2.1	\$6.0	\$0.0
Callback	\$7.9	\$1.7	\$7.9	\$0.0
Lieutime Cash	<u>\$19.0</u>	<u>\$2.7</u>	<u>\$19.0</u>	<u>\$0.0</u>
Total Premium Pay *	<u>\$44.8</u>	<u>\$11.0</u>	<u>\$44.8</u>	<u>\$0.0</u>

* Approx. \$4.5M is attributed to grant-funded expenditures (revenue budget has been increased by same amount).

The Service continues to strictly enforce the monitoring and control of premium pay. Overtime is to be authorized by supervisory personnel based on activities for protection of life (i.e., where persons are at risk), protection of property, processing of arrested persons, priority calls for service (i.e., where it would be inappropriate to wait for the relieving shift), and case preparation (where overtime is required to ensure court documentation is completed within required time limits).

It must be noted, however, that premium pay is subject to the exigencies of policing and uncontrollable events could have an impact on expenditures. Furthermore, there could be an impact on court attendance in 2008 due to increased enforcement from policing initiatives in 2007. Nonetheless, court attendance is being monitored to ensure that it is limited to the required witnesses for each case and any impacts will be reflected in these variance reports.

As per the working agreement, lieu-time cash payments to staff are made four (4) times per year with the last payment occurring in December. The final payment is the largest of the four, and is impacted by how members use their accumulated time prior to the cut-off date of November 30th. The Service projects these payouts based on historical actual data and patterns. Any time not paid out or used by the end of the year is treated as a liability, and therefore becomes an expenditure in the year earned.

Benefits:

A \$0.2M surplus is projected in the Benefits category.

Expenditure Category	2008 Budget (\$Ms)	Actual to May 31/08 (\$Ms)	Projected Year-End Actual (\$Ms)	Projected (Surplus)/Shortfall (\$Ms)
Medical/Dental	\$33.6	\$13.3	\$33.6	\$0.0
OMERS/CPP/EI/EHT	\$83.7	\$40.8	\$83.5	(\$0.2)
Sick Pay/CSB/LTD	\$12.6	\$8.4	\$12.6	\$0.0
Other (e.g. WSIB, life ins.)	<u>\$10.0</u>	<u>\$4.0</u>	<u>\$10.0</u>	<u>\$0.0</u>
Total Benefits	<u>\$139.9</u>	<u>\$66.5</u>	<u>\$139.7</u>	<u>(\$0.2)</u>

Trends for medical/dental costs are continuously monitored so that variances can be anticipated as soon as possible. Projected savings in OMERS/CPP/EI/EHT are a result of regular salary savings.

Materials and Equipment:

A shortfall of \$0.3M is projected in the Materials and Equipment category.

Expenditure Category	2008 Budget (\$Ms)	Actual to May 31/08 (\$Ms)	Projected Year-End Actual (\$Ms)	Projected (Surplus)/Shortfall (\$Ms)

Vehicles (gas, parts)	\$10.1	\$4.7	\$10.5	\$0.4
Uniforms	\$3.5	\$2.3	\$3.5	\$0.0
Other Materials	\$4.9	\$2.6	\$4.8	(\$0.1)
Other Equipment*	\$1.1	\$0.5	\$1.1	\$0.0
Total Materials & Equip	\$19.6	\$10.1	\$19.9	\$0.3

* Approx. \$0.2M is attributed to grant-funded expenditures (revenue budget has been increased by same amount).

The Service is closely monitoring the cost of fuel and its impact on the budget. The recent increase in gas prices has a delayed impact on the Service budget as it can take up to two to three months for the Service inventory of gasoline to turnover. However, if prices for the first half of June continue to the end of the year, the Service is projecting an unfavourable budget variance in gasoline of \$0.4M by year-end. This variance is partially offset by a favourable variance in other materials.

Services:

A \$0.6M surplus is projected in the Services category.

Expenditure Category	2008 Budget (\$Ms)	Actual to May 31/08 (\$Ms)	Projected Year-End Actual (\$Ms)	Projected (Surplus)/Shortfall (\$Ms)
Legal Indemnification	\$0.6	\$0.0	\$0.6	\$0.0
Uniform Cleaning Contract	\$2.2	\$0.7	\$2.0	(\$0.2)
Courses/Conferences	\$2.0	\$0.3	\$2.0	\$0.0
Clothing Reimbursement	\$1.6	\$0.0	\$1.6	\$0.0
Computer Lease/Maint	\$12.7	\$7.9	\$12.7	\$0.0
Phones/Cell Phones/911	\$7.1	\$2.3	\$7.1	\$0.0
Reserve Contributions	\$27.1	\$0.0	\$27.1	\$0.0
Caretaking / Maintenance	\$15.2	\$3.8	\$15.2	\$0.0
Other Services*	\$14.2	\$5.5	\$13.8	(\$0.4)
Total Services	\$82.7	\$20.5	\$82.1	(\$0.6)

* Approx. \$0.4M is attributed to grant-funded expenditures (revenue budget has been increased by same amount).

Based on year to date trends, the Service is projecting \$0.2M savings in its cleaning contract account and \$0.4M in the “other services” account, resulting in a \$0.6M surplus in this category.

Revenue:

A shortfall of \$2.3M is projected in the Revenue category.

Revenue Category	2008 Budget (\$Ms)	Actual to May 31/08 (\$Ms)	Projected Year-End Actual (\$Ms)	Projected (Surplus)/Shortfall (\$Ms)
Recoveries from City	(\$7.5)	(\$2.4)	(\$7.5)	\$0.0
CPP and Safer	(\$15.9)	(\$0.0)	(\$15.9)	\$0.0

Communities Grants				
Other Government Grants	(\$7.1)	(\$4.0)	(\$7.1)	\$0.0
Fees (e.g. paid duties, alarms, reference checks)	(\$9.7)	(\$3.1)	(\$9.9)	(\$0.2)
Secondments	(\$2.3)	(\$0.8)	(\$2.6)	(\$0.3)
Draws from Reserves	(\$12.5)	(\$0.0)	(\$12.5)	\$0.0
Other Revenues (e.g. prisoner returns)	<u>(\$10.5)</u>	<u>(\$2.7)</u>	<u>(\$7.7)</u>	<u>\$2.8</u>
Total Revenues	<u>(\$65.5)</u>	<u>(\$13.0)</u>	<u>(\$63.2)</u>	<u>\$2.3</u>

The “Other Revenues” budget was increased by \$2.8M to accommodate City Council’s unspecified budget reduction and as a result, the \$2.8M unfavourable variance is reflected in that category.

The Service is experiencing favourable variances in its paid duties accounts. However, these have been partially offset by unfavourable variances in the sale of accident reports, alarm fees and criminal reference checks, resulting in a net favourable variance of \$0.2M in the “Fees” category. The Service is also experiencing a favourable variance of \$0.3M in its secondment revenue.

Conclusion:

As at May 31, 2008, the Service is projecting to be within the Council-approved budget at year end. The Service, to date, has identified in-year savings of \$2.8M which allows the achievement of the unallocated budget reduction approved by Council. However, it is important to note that the \$2.8M identified savings are in-year savings and may not be sustainable in the future.

The 2008 Council-approved net operating budget included a request that “the Toronto Police Services Board advise the Budget Committee no later than the Third Quarter Operating Budget Variance Report on what adjustments have been made to achieve the 2008 recommended funding level”. The information in this report will be provided to the City Budget Committee as part of the City’s operating variance reporting.

Mr. Tony Veneziano, Chief Administrative Officer, Administrative Command will be in attendance to answer any questions from the Board.

The Board received the foregoing report and agreed to forward a copy to the City of Toronto – Budget Committee for information.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JULY 24, 2008**

**#P205. TORONTO POLICE SERVICE – PARKING ENFORCEMENT UNIT:
2008 OPERATING BUDGET VARIANCE REPORT FOR THE PERIOD
ENDING MAY 31, 2008**

The Board was in receipt of the following report dated June 24, 2008 from William Blair, Chief of Police:

Subject: OPERATING BUDGET VARIANCE REPORT FOR THE TORONTO POLICE
PARKING ENFORCEMENT UNIT – PERIOD ENDING MAY 31, 2008

Recommendation:

It is recommended that the Board receive this report.

Financial Implications:

There are no financial implications relating to the recommendation in this report.

Background/Purpose:

Toronto City Council, at its meeting of March 31, 2008, approved the Toronto Police Parking Enforcement Operating Budget at a net amount of \$33.9 Million (M). This funding level excludes any impact from the collective agreement negotiations currently in progress.

The purpose of this report is to provide information on the Parking Enforcement's 2008 projected year-end variance.

Discussion:

The following chart summarizes the variance by category of expenditure.

Expenditure Category	2008 Budget (\$000s)	Actual Expend. to May 31/08 (\$000s)	Projected Year- End Actual Expend. (\$000s)	Projected (Fav.)/Shortfall (\$000s)
Salaries	\$23,242.1	\$9,497.5	\$23,242.1	\$0.0
Benefits	\$4,696.3	\$1,286.2	\$4,696.3	\$0.0
Premium Pay	\$1,307.5	\$385.3	\$1,307.5	\$0.0
Total Salaries & Benefits	\$29,245.9	\$11,169.0	\$29,245.9	\$0.0
Materials	\$1,492.4	\$349.0	\$1,492.4	\$0.0
Equipment	\$90.0	\$0.0	\$90.0	\$0.0
Services	\$3,697.8	\$1,064.3	\$3,697.8	\$0.0

Revenue	<u>(\$615.0)</u>	<u>\$0.0</u>	<u>(\$615.0)</u>	<u>\$0.0</u>
Total Non Salary	\$4,665.2	\$1,413.3	\$4,666.5	\$0.0
Total	<u>\$33,911.1</u>	<u>\$12,582.3</u>	<u>\$33,911.1</u>	<u>\$0.0</u>

It is important to note that expenditures do not all follow a linear pattern and therefore year-to-date expenditures cannot be simply extrapolated to year end. Rather, the projection of expenditures to year end is done through an analysis of all accounts, taking into consideration factors such as expenditures to date, future commitments expected and spending patterns.

As at May 31, 2008, no variance is anticipated. Details are discussed below.

Salaries & Benefits (including Premium Pay):

Staff attrition is in line with the anticipated levels included in the 2008 approved budget. Benefits are also trending to be within the approved budget amounts. As a result, no variance is projected in this category.

Non-salary Expenditures:

Expenditures in this category are projected to be on budget.

Conclusion:

The year-to-date expenditure pattern is consistent with the approved estimate. As a result, projections to year end indicate no variance to the approved budget.

Mr. Tony Veneziano, Chief Administrative Officer, Administrative Command will be in attendance to answer any questions from the Board.

The Board received the foregoing report.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JULY 24, 2008**

#P206. OCCUPATIONAL HEALTH AND SAFETY POLICY REVIEW - 2008

The Board was in receipt of the following report dated June 24, 2008 from William Blair, Chief of Police:

Subject: OCCUPATIONAL HEALTH AND SAFETY POLICY REVIEW - 2008

Recommendation:

It is recommended that the Board receive this report.

Financial Implications:

There are no financial implications related to the recommendation contained within this report.

Background/Purpose:

Section 25 (2) (j) of the *Occupational Health and Safety Act* requires employers to prepare a written Occupational Health and Safety policy to communicate the organization's commitment to worker health and safety. In addition, Section 25 (2) (k) of the *Act* requires that the policy be posted in a conspicuous location in the workplace.

Discussion:

The Board, at its meeting on June 14, 2007, approved an updated Occupational Health and Safety policy, as well as an annual review of the policy for any required changes (Min. No. P208/07 refers).

Following Board approval of the policy, framed copies of the Occupational Health and Safety policy were forwarded to units in order that a copy could be posted in a conspicuous location in all workplaces throughout the Service. The policy has also been posted on each floor at Police Headquarters.

Conclusion:

The attached policy has been reviewed for its continued suitability and no amendments are required at this time.

Deputy Chief Keith Forde, Human Resources Command, will be in attendance to answer any questions that the Board may have regarding this report.

The Board received the foregoing report.

TORONTO POLICE SERVICES BOARD

POLICY AND DIRECTIONS

TPSB POL-XXX	Occupational Health and Safety
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X	New	Board Authority:	BM ####-P208/07
	Amended	Board Authority:	
	Reviewed – No Amendments		

BOARD POLICY

The Toronto Police Services Board, as the employer, is ultimately responsible for worker health and safety. Through the implementation of initiatives intended to eliminate occupational illnesses and injuries, the Toronto Police Services Board is dedicated to the goal of enhancing employee wellness and maintaining workplaces that are safe and healthy for the members of the Toronto Police Service.

The Board recognizes that the local Joint Health and Safety Committees and the Central Joint Health and Safety Committee play an integral role in helping the Board achieve this goal. Joint Health and Safety Committees throughout the Service will be the framework within which Management and the Toronto Police Association will work cooperatively to develop and implement the internal responsibility system that is the key to an effective health and safety program.

It is the policy of the Toronto Police Services Board with respect to health and safety, that:

The Board directs the Chief of Police to promote efforts that lead to a safe and healthy environment through the provision of initiatives, information, training and through ongoing program evaluation to assess the effectiveness of the Toronto Police Service's efforts to ensure compliance with occupational health and safety legislation.

The Board further directs the Chief of Police to ensure that members with supervisory responsibilities are held accountable for promoting and implementing available health and safety programs, for complying with the *Occupational Health and Safety Act* and for ensuring that workplaces under their supervision are maintained in a healthy and safe condition.

The Board acknowledges that every member must actively participate in helping the Board meets its commitment to health and safety by protecting his or her own health and safety by working in compliance with the *Occupational Health and Safety Act*, adopting the safe work practices and procedures established by the Toronto Police Service and reporting to their supervisor any unsafe or unhealthy workplace conditions or practices.

The Board directs the Chief to review annually the Occupational Health and Safety policy as required by the *Occupational Health and Safety Act*. Any recommended amendments are to be reported to the Board for approval as soon as it is practicable thereafter.

REPORTING:	As required.
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LEGISLATIVE REFERENCE

Act	Regulation	Section
Police Services Act R.S.O. 1990 as amended	Ontario Regulation 3/99, Adequacy and Effectiveness of Police Services	
Occupational Health and Safety Act R.S.O. 1990 and Regulations		Part III-Duties of Employers and Other Persons Section 25 Duties of Employers Section 25 (2) (j) prepare and review at least annually a written occupational health and safety policy and develop and maintain a program to implement that policy; Section 25 (2) (k) post at a conspicuous location in the workplace a copy of the occupational health and safety policy

BOARD POLICIES:

Number	Name

SERVICE GOVERNANCE:

Number	Name
15 - 02	Injury/Illness Reporting
8 - 09	Workplace Safety

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JULY 24, 2008**

#P207. ARBITRATION AWARD – SERVICE/RETENTION PAY GRIEVANCE

The Board was in receipt of the following report dated June 11, 2008 from Aileen Ashman, Director of Human Resources Management:

Subject: ARBITRATION AWARD REGARDING THE SERVICE/RETENTION PAY GRIEVANCE

Recommendation:

It is recommended that the Board receive this report and a copy of the above-noted arbitration decision.

Financial Implications:

There are no financial implications relating to the recommendation contained within this report.

Background/Purpose:

The Service recently received an arbitration award from Arbitrator William Kaplan in regard to the above-noted matter. The hearing took place over ten (10) days from January 2007 to March 2008 and, Arbitrator Kaplan published his decision on April 9, 2008. The purpose of this report is to provide a brief summary of the award.

Discussion:

In the negotiations for the 2005 to 2007 Uniform Collective Agreement, an agreement was reached to pay uniformed members of the Service certain “seniority driven” pay premiums commencing July 1, 2003. Specifically, the premiums became payable as per the below schedule, as set out in the Memorandum of Agreement for the 2005 to 2007 Uniform Collective Agreement:

“Retention/Service Pay – Uniform Only

Effective July 1, 2003

Effective when 8 years is attained 3.00% of the PC1 Rate

Effective when 17 years is attained 4.00% of the PC1 Rate

Effective when 23 years is attained 5.00% of the PC1 Rate

Effective July 1, 2004

Effective when 8 years is attained 3.00% of the PC1 Rate

Effective when 17 years is attained 6.00% of the PC1 Rate

Effective when 23 years is attained 9.00% of the PC1 Rate”

The above language was transcribed into the actual Uniform Collective Agreement article as follows:

“RETENTION/SERVICE PAY

Effective July 1, 2003 each member shall be eligible for Retention/Service Pay in accordance with the following:

- Upon attaining 8 years of service and until the completion of the 16th year of service 3% of the 1st Class Constable Rate;
- Upon attaining 17 years of service and until the completion of the 22nd year of service 4% of the 1st Class Constable Rate;
- Upon attaining 23 years of service and thereafter 5% of the 1st Class Constable Rate.

Effective July 1, 2004 each member shall be eligible for Retention/Service Pay in accordance with the following:

- Upon attaining 8 years of service and until the completion of the 16th year of service 3% of the 1st Class Constable Rate;
- Upon attaining 17 years of service and until the completion of the 22nd year of service 6% of the 1st Class Constable Rate;
- Upon attaining 23 years of service and thereafter 9% of the 1st Class Constable Rate.”

Arbitrator Kaplan found that representatives of the Toronto Police Association (Association) and the Toronto Police Services Board (Board) made a joint error when they transcribed language from the Memorandum of Settlement for the 2005 to 2007 Uniform Collective Agreement, into the actual Uniform Collective Agreement language.

The impact of the mistake would have required the Service to pay service/retention pay one year earlier than the parties agreed to in bargaining. The Association filed a grievance on the impugned language asking Mr. Kaplan to order the Service to compensate for service/retention pay as per the strict terms of the Collective Agreement, not the language agreed to in the Memorandum. In a 47 page decision, Mr. Kaplan dismissed the Association’s grievance. He invoked the contract-law doctrine of “rectification” to determine the Collective Agreement language did not accurately reflect the deal the parties agreed to, and ordered that the language be “rectified” to reflect the original agreement.

Conclusion:

The Award of Arbitrator Kaplan determined that the Board and the Association representatives made an error in transcribing the language from the Memorandum of Agreement into the Uniform Collective Agreement article. This error, as per his order, has been rectified in the Collective Agreement.

A copy of the full decision has been appended to this report.

I will be in attendance to answer any questions the Board members may have regarding this report.

The Board received the foregoing report.

IN THE MATTER OF AN ARBITRATION

BETWEEN:

The Toronto Police Services Board
and
The Toronto Police Association
(Retention Pay Grievance)

Before: William Kaplan
Sole Arbitrator

Appearances

For the Board: Michael Hines
Hicks Morley Hamilton Stewart Storie
Barristers & Solicitors

For the Association: Michael Mitchell
Sack Goldblatt Mitchell
Barristers & Solicitors

This case proceeded to a hearing in Toronto January 4 & 5, July 13, 17 & 18, November 19 & 20, 2007, January 4, March 24 & 27, 2008.

Introduction

This is an extremely complicated case. On the one hand, the Association takes the position that the only issue to be determined is the appropriate interpretation of a provision of the collective agreement. The Board disagrees. First, it submits that the provision relied on by the Association is actually not part of the collective agreement; that the real collective agreement is the predecessor collective agreement together with a Memorandum of Agreement resolving a bargaining dispute. Second, and in the alternative, the Board is of the view that the collective agreement must be rectified because of a mutual or unilateral mistake. And third, and in any event, the Board asserts that the grievance is inarbitrable because a previous identical grievance had been filed and then abandoned.

The Provision in Dispute

RETENTION/SERVICE PAY

Effective July 1, 2003 each member shall be eligible for Retention/Service Pay in accordance with the following:

Upon attaining 8 years of service and until the completion of the 16th year of service
3% of the 1st Class Constable Rate

Upon attaining 17 years of service and until the completion of the 22nd year of service
4% of the 1st Class Constable Rate

Upon attaining 23 years of service and thereafter
5% of the 1st Class Constable Rate.

Effective July 1, 2004 each member shall be eligible for Retention/Service Pay in accordance with the following:

Upon attaining 8 years of service and until the completion of the 16th year of service

3% of the 1st Class Constable Rate

Upon attaining 17 years of service and until the completion of the 22nd year of service

6% of the 1st Class Constable Rate

Upon attaining 23 years of service and thereafter

9% of the 1st Class Constable Rate.

The Issue in Dispute

In the Association's submission, the Retention/Service Pay provision (hereafter "the provision") requires the Board to make the payments when members "attain" 8, 17 and 23 years of service. In the Association's view, they attain that service as soon as they have completed 7 years plus one day, 16 years plus one day and 22 years plus one day. The Board, however, makes the payments when members have attained, by which it means completed, 8, 17 and 23 years of service. The Board bases its interpretation on what it says is the real agreement between the parties; namely, the old collective agreement and the following provision of the June 18, 2002 Memorandum of

Agreement (hereafter "the Memorandum") resolving the collective bargaining dispute between the parties:

Retention/Service Pay – Uniform Only

Effective July 1, 2003

Effective when 8 years is attained 3.00% of the PCI Rate
Effective when 17 years is attained 4.00% of the PCI Rate
Effective when 23 years is attained 5.00% of the PCI Rate

Effective July 1, 2004

Effective when 8 years is attained 3.00% of the PCI Rate
Effective when 17 years is attained 6.00% of the PCI Rate
Effective when 23 years is attained 9.00% of the PCI Rate

The Board submits that a mistake was made when this provision was translated into a collective agreement article, either mutual or unilateral. The Association's position is that the collective agreement provision accurately reflects the agreement that was reached in bargaining and that its interpretation of the provision is the only one, for reasons set out later in the award, that makes any sense.

As reference was made to articles of the previous collective agreement in both evidence and argument, it is convenient to reproduce them at the outset of the award.

The Previous Collective Agreement

SERVICE PAY

Every member appointed prior to August 4, 1987 shall be eligible for Service Pay in accordance with the following table:

Upon completion of 5 years of service and until the completion of the 10th year of service
- \$105 per annum

Upon completion of 10 years of service and until the completion of the 15th year of service
- \$210 per annum

Etc.

SENIOR CONSTABLES

In order to recognize the experience and level of professionalism in the performance of police duties demonstrated by individual constables in the Service, the Board and the Association agree to implement the designation of Senior Constable.

...

Qualifications

...

2. Effective January 1, 1991, all 1st Class constables who have attained 10 consecutive years of sworn service with the Toronto Police Service on or before December 31, 1990 shall receive Senior Constable pay....

Collective Bargaining

Extending and increasing pay based on service was, without a doubt, the bargaining priority for the Association in negotiating the 2002-2004 collective agreement. Roger Aveling, the long-service labour relations counsel to the Association and its principal witness, testified about its importance particularly given the serious recruitment and retention problems the force was experiencing. Contributing to the problem, and the urgent need

for a solution, was the large and growing cohort of members eligible, or soon to be eligible, for retirement and the implications of that on maintaining service strength. At the commencement of bargaining, and on several occasions, Craig Bromell, who was then president of the Association, informed Maria Ciani, the Board's Manager of Labour Relations and the person in charge of collective bargaining for the Board, about the way in which retention pay was administered in Vancouver and urged her to consider adopting a similar provision (although not that part of the Vancouver collective agreement that required participation in continuing education as an additional precondition). On May 15, 2002, the Association made the following proposal:

24. UC14 Service Pay to be permanent, pensionable, with increases at years 8/13/18 for all members at percentages of 105/110/115 respectively.

According to Ms. Ciani, she understood the Association proposal to provide for the payments when 8, 13 and 18 years of service were completed. There was, however, no discussion across the table about what exactly was intended by the words "at years...". Ms. Ciani testified that the proposal was clear to her especially in the context of replacing the existing Service Pay and Senior

Constable pay both which required completed years of service to qualify. On May 27, 2002 the Board responded:

7. On December 31, 2003, members who completed 10, 15, 20 or 25 years of continuous uniform service with Toronto Police in that year will be eligible to receive a retention bonus.
8. On December 31, 2004, members who completed 10, 15, 20 or 25 years of continuous uniform service with Toronto Police in that year will be eligible to receive a retention bonus.

As part of this proposal, Service Pay and Senior Constable Pay were to be discontinued for at least the life of the collective agreement. In effect, the Board was making a time-limited bonus type proposal and it was quickly evident that it was no interest to the Association.

Another Board bargaining proposal, dated May 28, 2002, followed:

24. Service Pay issue: Effective January 1, 2003
Uniform service pay deleted.
Senior Constable pay deleted.
Conditional on Board's remaining proposals being accepted as well.
First Class Constables only.
Percentage is of First Class Constable rate
2% - 8 -14 years
3% - 15 – 19 years
4% - 20 plus years

In cross-examination, it was suggested to Ms. Ciani that this proposal created a "gap." She disagreed asserting that the proposal was clearly intended to provide for the payments after 8, 15 and 20 years of service were completed.

The parties, she pointed out, were negotiating a service pay provision. They had experience in these matters and it was known to both of them that service payments came after completion of specified years of service.

On May 29, 2002, the Association responded repeating the May 15, 2002 proposal. Later that day, the Board responded likewise effectively repeating its last proposal on this issue. On May 31, 2002, the Board presented a revised proposal making a small adjustment in the percentage rate of compensation. Otherwise the language and structure of its last two proposals remained the same. Later that day, the Association revised its last proposal by reducing the percentage rates sought at each of the triggers to “104/108/112 respectively.” The parties continued to communicate almost exclusively through exchange of proposals.

Mediation & Agreement

While the parties had narrowed some of the distance between their positions on this, and presumably other issues, it was decided that the bargaining deadlock could only be resolved through mediation and the Hon. George Adams was appointed. In order to assist him in preparing for the case, mediation briefs were prepared. On the issue of service and retention pay, the Association brief made the following observations:

Typically police have been compared from municipality to municipality based on the salary for a first class constable. That rate is achieved in Toronto after five years, and is basically maintained until 10 years of service, at which point a senior constable rate, which is 2% higher, comes into effect. In essence, except for promotions, the senior constable rate is the job rate at which one completes one's career.

This pay structure, which is the common pay structure in Ontario, has been replaced throughout larger police forces in western Canada by a structure wherein the rates for police officers increase significantly as they move through their careers. For example, in Vancouver there is a rate of 105%, 110% and 115% at years 10, 15, 20. There are variations on the same theme throughout the West, save and except that the higher percentage now kicks in earlier than ten years of service, often at seven or eight years.

The brief then described in detail some of the retention and recruitment issues affecting Toronto police and continued:

Retention pay responds to all of these demands and concerns. The Association's original proposals matched those existing in Vancouver wherein officers would become entitled 5%, 10% and 15% premiums respectively at 8, 13 and 18 years of service.

The collective agreement between the Vancouver Police Board and the Vancouver Police Board directed the increments, provided certain other qualifications were met, "After 10 years...", "After 15 years...". And "After 20 years...". Ms. Ciani contacted her counterpart in Vancouver and confirmed that the payments were made after completion of the specified years of service.

On June 18, 2002, the Association proposed Service/Retention Pay:

Service/Retention Pay:

Uniform only

Replace existing service pay except for all those with less than 8 years of service.
Delete Senior Constable pay

Jan 1, 2002

Effective when 8 years is attained 3.00%
Effective when 14 years is attained 4.00%

Effective when 20 years is attained 5.00%

Jan 1, 2003

Effective when 8 years is attained 3.00%

Effective when 14 years is attained 5.00%

Effective when 20 years is attained 7.00%

Effective Jan 1, 2004

Effective when 8 years is attained 3.00%

Effective when 14 years is attained 6.00%

Effective when 20 years is attained 9.00%

Premium based upon percentage of first class constable-paragraph 1(a) of senior constable provision applied.

Later that day, the Board responded:

Retention Pay – Uniform only

Effective July 1, 2003

Delete Service Pay

Delete Court Elect

Delete Senior Constable Pay

Effective when 8 years is attained - 3%

Effective when 17 years is attained - 4%

Effective when 23 years is attained – 5%

Effective July 1, 2004

Effective when 8 years is attained - 3%

Effective when 17 years is attained - 6%

Effective when 23 years is attained – 9%

Premium is based upon a percentage of First Class Constable – paragraph 1(a) of Senior Constable.

The Memorandum, reproduced above, was signed later that day. While the Association had introduced the word “attained,” Ms. Ciani testified that she was not concerned about that part of the Memorandum as it used the exact same word found in the existing Senior Constable provision and both parties knew what that word meant; “attained” had been consistently interpreted to

require completed years of service. Moreover, in reviewing the Association's last proposal, Ms. Ciani observed that it was completely inconsistent with the position the Association was now taking. In its last pass, the Association proposed retaining the old Service Pay provision for members with less than eight years of service. In these proceedings, Ms. Ciani pointed out, it was suggesting that the new provision came into effect after seven years and one day. That would mean, she explained, if the Association's last proposal had been accepted and its current interpretation accepted, that members in their seventh year would get both the old Service Pay and the new Retention/Service pay in the same year. That would be absurd and demonstrated to Ms. Ciani that what the Association was now seeking was not what it had bargained for.

For his part, Mr. Aveling testified that when these final proposals were being exchanged, he did not recall initially turning his mind to the question of whether "attained" meant complete or meant, in the context of an 8 year trigger, the first day following completion of 7 years. That situation changed, however, as the parties came close to completing their deal but before the deal was finalized when, Mr. Aveling testified, he reached the conclusion that attained meant one day after completing seven years, in the case of the year 8

example. Mr. Bromell testified that as the deal was coming to a close, he indicated to Norm Gardner in a conversation between the two of them, as he also indicated in a conversation to Chief Fantino, that he wanted the Retention/Service pay, "that it be paid at the beginning...", at the start of each trigger year.

Ratification

Both the Association and the Board required ratification of the Memorandum. To assist its members in understanding the deal, materials were prepared by Mr. Aveling and distributed to members:

RETENTION/SERVICE PAY [Memorandum, para 5]

Toronto has been losing a significant number of highly skilled and valued officers to other police services and retirement. In an attempt to address this issue, the Association has bargained retention pay for all ranks it represents. In other words, retention pay will be paid to Constables, Sergeants, Detectives, Staff Sergeants and Detective Sergeants in addition to the basic wage for their rank. Retention pay will be phased-in in two stages on July 1, 2003 and July 1, 2004 for officers with 8 to 16 years of service, 17-22 years of service or 23 or more years of service.

Effective when 8 years of service is attained and until 17 years of service is attained [The July 1, 2003 and July 1, 2004 percentage rates and cash amounts of the increase are shown].

Effective when 17 years of service is attained and until 23 years of service is attained [The July 1, 2003 and July 1, 2004 percentage rates and cash amounts of the increase are shown].

Effective when 23 years of service is attained and thereafter [The July 1, 2003 and July 1, 2004 percentage rates and cash amounts of the increase are shown].

To further illustrate the application of the Memorandum, a chart was attached setting out the compensation, basic salary plus Retention/Service Pay, of uniform members. It categorized employees as follows:

PC1
PC1 - 8 to 16 years' service
PC1 - 17 to 22 years' service
PC1 - 23 or more years' service
PL1 - less than 8 years' service
PL1 - 8 to 16 years' service
PL1 - 17 to 22 years' service
PL1 - 23 or more years' service

In the right hand margin of the chart the salaries at each trigger date was set out. According to Mr. Aveling, he intended, in the preparation of this document, which was quickly done in a compressed time frame, to indicate that the entitlements kicked in at the start of the 8th, 17th and 23rd years, which meant 7 years plus one day and so on. Mr. Aveling pointed to the following sentence as giving expression to that intention:

Retention pay will be phased-in in two stages on July 1, 2003 and July 1, 2004 for officers with 8 to 16 years of service, 17-22 years of service or 23 or more years of service.

In order to further assist the membership in understanding the Memorandum, a Question and Answer flyer was also prepared and circulated in order to attract membership support.

Q While this may be great for the older officers, what about the younger ones?

A ...
Officers will get the 3% service pay two years earlier than they get the senior constable pay. By 2004, that represents almost \$4,000 more cash over two years than before.

Q But what do officers with more than 10 years and less than 17 years get?

A A little more than before – approximately \$400 to \$500 per year. However, this is really an underestimate because the 3% higher rate applies to court pay, overtime and call-backs, etc., whereas the existing service pay does not Also the existing service pay has been a flat sum for many years. That amount as a percentage of total has lessened with every negotiated increase. Now, since the new service/retention pay is expressed as a percentage, it will provide an increased amount automatically every year. Officers with less than 17 years' experience will know that at 17 years the value of the service/retention pay doubles. It goes up another 3% after 23 years. This is a huge breakthrough in the structure of our compensation which we can build on in future years. In the future we will work to lower the 8, 17 and 23 year thresholds and increase the percentages even further.

Ms. Ciani had to present the Memorandum to the Board for ratification. At no time did the Association or any member ever suggest that a police officer attained ten years of service following nine years and one day. "Attained" meant completed and was known by the parties to mean just that. Ms. Ciani presented the Memorandum to the Board and described the new provision as coming into effect "after" 8, 17 and 23 years. Her presentation notes that were introduced into evidence confirm this.

Ms. Ciani also reviewed the communications prepared by Mr. Aveling as well as the Q & A and concluded that the Board and the Association were on the same page with respect to the administration of the provision. Mr. Aveling agreed in cross-examination that assuming the Association position was correct, that members were entitled to Service/Retention Pay after 7 years and 1 day, the Q & A document should not have said:

Officers will get the 3% service pay two years earlier than they get the senior constable pay.

In cross-examination, Ms. Ciani insisted that there was only one way to understand the agreement the parties had reached and that it was service driven requiring completion of the specified years. The concept of service pay had been in the collective agreement for years; all that had changed was that instead of nominal amounts, the payments were now to be made as a percentage and they were pensionable. The amounts were also greatly increased, but the structure, she testified, remained the same. There was nothing in any of the written materials the Association prepared that led her to conclude that there was some kind of gap between trigger points reflecting different understandings of the parties. When the Board costed the proposal it did so based on 8, 17 and 23 years of completed service. There is evidence that the Association also used the same costing model.

Preparing the Collective Agreement

Both parties ratified the Memorandum. The parties did not move quickly to put together the new collective agreement. As is the practice, these parties alternate which side takes administrative charge of that process. This time, it was the Board. Wendy Ryzek, a Board Labour Relations Analyst was

assigned to that task while Mr. Aveling was responsible for the Association.

Ms. Ryzek and Mr. Aveling testified at some length about this process.

Ms. Ryzek, who attended negotiations and served as a resource to the Board, testified that she always understood the parties to be discussing service pay that was triggered following completion of specified years of service. For example, in a meeting between the parties held on April 22, 2002, Michael Mitchell, counsel in these proceedings and the Association's chief spokesperson, as noted by Ms. Ryzek, proposed a retention scheme:

"Michael's proposal is that @ yr 8 add 5%, after yr 13 add another 5% & 5% after 18 yrs." Moreover, in her years of experience in administering the collective agreement, there was no difference in how the words "attained" and "completion" in the Senior Constable and Service Pay provisions were interpreted. In both cases, it meant full and completed years of service.

That the parties were in agreement about this was confirmed to Ms. Ryzek when she reviewed the ratification materials the Association prepared and circulated to its members. For example, in the chart accompanying the text prepared by Mr. Aveling, it clearly indicated that members with less than eight years of completed service did not benefit from the provision. They got

zero. That conclusion was reinforced by a review of the Q & A document and Ms. Ryzek pointed to the following two sentences:

Officers with less than 17 years' experience will know that at 17 years the value of the service/retention pay doubles. It goes up another 3% after 23 years.

In any event, as earlier noted, it was the Board's responsibility, this time round, to take charge of the administrative tasks associated with constructing the new collective agreement. As earlier noted, much time passed between ratification by both parties in July and the actual exchange of detailed language incorporating the Memorandum.

Ms. Ryzek first proposed in January 2003 the following language:

Upon completion of 8 years of service and until the completion of the 17th year of service

Upon completion of 17 years of service and until the completion of the 23rd year of service.

Upon completion of 23 years of service and thereafter.

She sent the proposal to Mr. Aveling for review. He proposed some amendments.

Upon attaining 8 years of service and until the completion of the 16th year of service.

Upon attaining 17 years of service and until the completion of the 22nd year of service.

Upon attaining 23 years of service and thereafter.

According to Ms. Ryzek she had no difficulty in accepting the substitution of the word “attaining” as it was a slight variation on the word “attained” used in the Memorandum. She was also persuaded to accept the other changes so as, she then thought, to eliminate confusion and improve the flow. Ms. Ryzek understood that one attained 17 years of service by working 16 years plus 365 days. Ms. Ryzek testified that this was explicitly discussed and agreed to by Mr. Aveling. Ms. Ryzek now believes that a mistake was made: “Roger and I screwed up” in the drafting of the collective agreement, although she insisted that the two of them had a very clear understanding about how the provision was to work, the Board’s understanding. At no time during their discussions did Ms. Ryzek believe that the Association interpreted the provision any differently than the Board.

Mr. Aveling, however, recalled the discussions somewhat differently testifying that Ms. Ryzek’s first draft needed to be modified because it failed to reflect the deal that the Association had negotiated; namely, “that the trigger points were the completion of the 7, 16 and 22 years of service, or expressed differently, the first day of the 8th year, the first day of the 17th year and the first day of the 23rd year,” which meant 7 years plus a day and so on. Mr. Aveling testified that he had no reason to believe that Ms. Ryzek did not

understand the nature and the significance of the changes he proposed and she accepted.

As of the "go live" date of July 1, 2003, members who qualified based on completed years began to receive Retention/Service Pay. For some members, i.e., those with more than five years of completed service but less than eight years of completed service there was actually a pay cut as the old Service Pay provision was eliminated. No grievances were filed. In Ms. Ryzek's experience, members pay careful attention to their monetary and other entitlements.

For her part, Ms. Ciani testified she relied on Ms. Ryzek and Mr. Aveling, although in retrospect wishes she had paid more attention to what they had produced and would have preferred, in hindsight, if they had simply incorporated the wording from the Memorandum.

The First Grievance

In January 2004, Ms. Ryzek testified, Mr. Aveling called and inquired about how the provision was being administered. Ms. Ryzek testified that she advised him that payments were made after 8, 17 and 23 years of completed

service and that Mr. Aveling replied "I thought so, just wanted to make sure that it wasn't after 8 years, 11 months and 30 days." Mr. Aveling did not recall saying this and testified, in fact, that it was most unlikely that he would have said anything like this as his view was completely to the contrary. On March 3, 2004, an Association grievance was filed alleging a breach of the Memorandum as the Board had failed to "honour the bargain reached by the parties by applying the various increment levels to members one year later than is required."

A grievance meeting took place on April 7, 2004. Ms. Ciani explained how the provision was being administered and gave an example of an employee being hired on January 1, 2000 becoming eligible for the first payment on January 1, 2008 and so on. According to Ms. Ciani, one or another of the Association representatives attending the meeting then said, "that's right if that's the way you are doing it." Mr. Aveling testified that he relied on the Board when it said that it was administering the provision properly and added that he realizes now that he misunderstood Ms. Ciani's example.

At the meeting, or otherwise, Mr. Aveling did not advise Ms. Ryzek that the ratification materials that he had earlier prepared were in places mistaken, nor

that the Q & A document also contained some mistakes. According to Mr. Aveling, he did not have the materials in front of him at this meeting and it was unlikely, given the passage of time, that he recalled that aspects of both documents were incorrect. According to Ms. Ryzek the parties joked a bit about the situation, with someone observing that you don't say you are 50 when you have just turned 49 or show up at your 10th anniversary when you have been married for 9 years.

In the aftermath of that meeting, Ms. Ciani wrote Mr. Terry Nunn, the Association representative in charge of Legal Services who also attended the meeting:

Further to our Step 2 meeting on April 7, 2004 the following example outlines when a member becomes eligible for retention/service pay:

The following scenario assumes there has been no break in service.

Member begins working for the Toronto Police Service on January 1, 2000.

On January 1, 2008 the member becomes eligible for retention service pay equal to 3% of the 1st class constable rate until January 1, 2017 when the member becomes eligible for retention/service pay equal to 6% of the 1st class constable rate until January 1, 2023 when the member becomes eligible for retention/service pay equal to 9% of the 1st class constable rate.

The above noted percentages rate effective July 1, 2004.

It is the Board's position that retention/service pay is being paid in accordance with the Memorandum of Agreement signed by the parties on June 18, 2002.

Since there has been no violation of the collective agreement this grievance is denied.

Subject to hearing from the Association to the contrary within the timelines set out in the collective agreement, the Service will take the position that his matter has been resolved as set out above.

After receiving this letter, Mr. Nunn wrote about the issue in the May 2004 Association newsletter. Under the heading "Retention/Service Pay Grievance – Another Issue Settled – Uniform Only" he reproduced the written example provided by Ms. Ciani reproduced above. In June 2004, Mr. Nunn returned to the issue but this time set out a different understanding of entitlement.

Let's say a member began working for the Toronto Police Service on January 1, 2000.

On January 1, 2008, the member becomes eligible for retention/service pay equal to three (3) percent of the PC1 rate. This means the member has completed seven (7) years service, and on the first day of the 8th year, this member becomes eligible for three percent of the PC1 rate.

When the member has completed sixteen (16) years service, on the first day of the 17th year the member is eligible for six percent of the PC1 rate.

When the member has completed 22 years service, on the first day of the 23rd year, the member is eligible for nine percent of the PC1 rate.

In December 2004, Mr. Nunn wrote another article about the issue, titled, "Well Here We Go Again." He stated in this article that at the April grievance meeting with the Board that "it was agreed that when a member completed (7) years and began the (8) eighth year, completed (16) sixteen years and began the (17) seventeenth year and completed (22) twenty two years and began the (23) twenty-third year, a member would be entitled to

receive retention pay. Mr. Nunn then set out again the text of Ms. Ciani's April 8, 2004 letter and observed that the Board was "now" saying that members must complete 8, 17 and 23 years of service.

The Second Grievance

On February 17, 2005, another grievance was filed: "It has recently and finally been brought home to us that the Board has not lived up to, and continues to not live up to, its bargain. It has now become abundantly clear that rather than paying retention pay to members attaining 8, 17 and 23 years of service, the Board has been paying retention pay to our members completing 8, 17 and 23 years of service. As far as we can ascertain, this breach of the collective agreement has been on-going since the inception of the retention pay system, i.e., July 1, 2003."

Association Argument

The Collective Agreement was Crystal Clear

In the Association's submission, the collective agreement was crystal clear. It required that the increments be paid when 8, 17 and 23 years of service were attained, which was the first day after the completion of 7, 16 and 22 years of employment. That was, Association counsel argued, the only meaning that

could be given to the provision. "Attaining" could not, the Association continued, mean "completion" for if it did there would be a "gap." The gap theory was set out in *Province of Ontario and OPPA* (unreported decision of Burkett dated August 15, 2005, hereafter "the OPP case"). In that case, the Schedule 1, Paragraph B of the collective agreement provided:

3% of the First Class Constable Rate for 8 to 16 completed years of continuous service
6% of the First Class Constable Rate for 17 to 22 years completed years of continuous service
9% of the First Class Constable Rate for 23 or more completed years of continuous service.

A salary schedule in the collective agreement indicated that employees "with less than 8 years' service" did not receive the "Provincial Responsibility Incentive." As is the situation in the instant case, the OPP paid the increments after 8, 17 and 23 years of completed service. The OPPA grieved.

Arbitrator Burkett described the issue in dispute as follows:

The Employer has taken the position that, pursuant to the language [of the schedule], an officer receives 3% PRI from his/her eight completed year of service to his/her 16th completed year of service; 6% PRI from his/her 17th completed year of service to his/her 22nd completed year of service; and 9% PRI from his/her 23rd completed year of service forward. The Association submits that the Employer's interpretation results in hiatus periods or gaps in coverage, i.e. the 17th and 23rd years of service, that would never have been intended (at 5).

After reviewing some of the arguments advanced by the parties, Arbitrator Burkett observed:

The language of [the schedule] is anything but clear. Indeed, neither of the two interpretations urged upon us is wholly consistent with the language read in its entirety. The Employer interpretation results in a gap in coverage during the 17th and 23rd years of service. That is so because, if the term "completed" modifies both the end point and the start point as the Employer argues, the 3% payment ends at the completion of the 16th year but the 6% payment would not commence until the completion of the 17th year of service and, correspondingly, the 6% payment ceases with the completion of the 22nd year but the 9% payment would not begin until the completion of the 23rd year of service. The Association interpretation, on the other hand, while it eliminates the gaps, provides coverage during the eighth year of service even though the PRI chart with the salary schedule shows that officers with less than eight years' service received \$0.00. These inconsistencies underscore the difficulty in interpreting and applying the language.

In interpreting a collective agreement, the collective bargaining reality must be taken into account. In agreeing to a PRI of the type that has been agreed to here, the parties, while requiring a minimum number of years of service in order to trigger the PRI entitlement would never have agreed to gaps in the entitlement once commenced ... it would never have been intended that long service members who had passed the minimum number of years of service threshold for entitlement would then find themselves without entitlement when moving from 3% to 6% and from 6% to 9% while less senior members continued to enjoy entitlement. Any plausible interpretation that avoids a gap or hiatus in coverage, therefore, must be preferred to an interpretation that does not (at 6-7).

...

The chart shows a payment of \$0.00 with less than eight years' service. If the chart were to be read in isolation, the Employer argument that an officer does not attain the status of not having less than eight years' service until the completion of the eighth year of service would be compelling. However, the chart has been included in the salary schedule for no other reason but to facilitate ease of calculation and, therefore, must be read together with and be consistent in all material respects with paragraph B of Schedule 1, the language that establishes and describes the entitlement that have been reduced to dollar amounts within the chart. While the parties could have been clearer in expressing themselves, the reference in the chart to "with 8 to 16 years of service" must mean from the commencement of the eighth year of service to the completion of the 16th year of service and so on in order to be consistent with paragraph B of Schedule 1. It follows that the reference to "with less than 8 years of service" must mean service short of the commencement of the eighth year of service (at 10).

The *OPP* case was, the Association argued, directly on point. It was, in the Association's view not only compelling but also effectively governing given that it interpreted comparable collective agreement language.

Indeed, in the Association's submission, the instant case was an even stronger one than the *OPP* case as the parties chose the words "attaining" and "completed." By choosing two different words, they must have meant two different things: "attaining," seen in this context meant at the start of each of the designated years and "completed" meant at the end. This interpretation ensured that there was no gap. Association counsel argued that the case could and should be decided on this basis alone, a conclusion that was reinforced by an examination of the bargaining history leading up to the ultimate decision by the parties to incorporate into the collective agreement both words: "attaining" and "completion."

Rectification

While the Association did not dispute the fact that the Ontario Court of Appeal had determined that arbitrators possessed the jurisdiction to rectify collective agreements, it did not concede that the matter had been conclusively determined and made its submissions without prejudice to its rights, should the decision go against it, to argue otherwise in judicial review up to and including at the Supreme Court of Canada. Association counsel carefully reviewed the key authorities and took the position that rectification of collective agreements was rarely justified or granted.

In this case, there was a collective agreement, agreed to and signed off by the parties. The Memorandum was merged into that collective agreement and it was that document that possessed primacy with the earlier document, the Memorandum, providing, perhaps and at best, assistance as an aid to interpretation but otherwise being of no legal force and effect. Memoranda of settlement represented, in the Association's view, a step, and often a shorthand step, in the negotiations that culminated in agreement on full wording in the collective agreement. This was the context, the Association submitted, that the employer's rectification request had to be examined.

Before turning to the facts, Association counsel carefully reviewed the legal requirements for rectification. To rectify, the legal elements of the governing test, which Association counsel carefully described, had to be met, and in this case, in the Association's view, they clearly had not. Rectification was an extraordinary remedy only available in the clearest of cases and this, simply put, the Association argued, was not such a case. In fact, in the Association's submission, it was far from clear that the parties were ever in agreement about what the Memorandum actually provided and when it came into effect. Absent evidence of a clear earlier agreement rectification could never be granted.

Moreover, the Association pointed out, in this set of bargaining there were no face-to-face discussions between the parties except for the exchange described by Mr. Bromell. Paper was exchanged leading to the Memorandum, and Association counsel carefully reviewed the different proposals and argued that they were ambiguous from the outset in part, no doubt, the result of the fact that the Association was primarily pursuing the concept, not its fine print. In reviewing the various exchanges and other documents, the Association argued that it was factually impossible to conclude with the kind of certainty the law required that the parties had actually reached a clear agreement.

In addition, it was well known that the parties in collective bargaining, sometimes deliberately signed off on ambiguous items in order to achieve agreement leaving clarification for later. In fact, ambiguity continued to be apparent in the first document for the members that Mr. Aveling drafted almost immediately after the Memorandum was agreed upon. Aspects of Mr. Aveling's text and chart appeared to be in contradiction, but when those materials were carefully examined it was evident that the Association's position was expressed from the outset: 8 to 16, 17 to 22 and 23 or more. These were the same time periods which came before Arbitrator Burkett (and

in the *OPP* case and in the instant case reference was also made in a chart to no entitlement of members with less than 8 years of service). The Association again urged that the result in the *OPP* case be awarded in this one.

In that regard, it was pointed out that some months after the Memorandum was signed, Ms. Ryzek met with Mr. Aveling. Mr. Aveling was quite clear in his evidence about what it was that the two agreed upon and the clear language of that further agreement had to be given effect. In reviewing the discussions between the duo, the Association submitted there was no evidence of any mistake, mutual or unilateral. Translating a memorandum of agreement into a collective agreement was not always a mechanical exercise.

In this case, both parties agreed that more extensive language was required than the Memorandum shorthand and further discussions appropriately ensued (as was also the case with respect to a dispute concerning certain wage adjustments likewise expressed in summary form in the Memorandum). The provision was drafted, reviewed and approved with the words, “attaining” and “completed,” Mr. Aveling testified, deliberately chosen to give effect to the deal he understood had been reached and in order to ensure that there was no gap. In these circumstances, Association counsel asked,

how could it fairly be said there was a mistake on any kind? On what basis, applying the legal tests, could it be said that there was a mistake of legal significance appropriately attracting rectification?

In anticipation of the employer's argument that the Association had filed and then abandoned an earlier grievance on this same point and should not, in these circumstances, be allowed to proceed with a second one, the Association argued that this was not an appropriate basis to dismiss the second grievance. While it initially seemed otherwise, it became clear to the Association that the parties were not in agreement about what the collective agreement required. At first, the Association accepted the Board's assurance that the provision was being properly administered. That took some time to sort out. When it became clear that the Association was mistaken about how the provision was actually being implemented, it responded by filing a second grievance. There was no evidence that the employer had relied on the Association's abandonment of its first grievance, and there was no evidence of any detriment or prejudice resulting from the abandonment. There was, in these circumstances, no labour relations or legal justification to preclude the Association from pursuing a legitimate and important claim.

Accordingly, and for all of these reasons and others, the Association asked that its grievance be allowed.

Board Argument

The Board's submissions were fourfold: first, that the real collective agreement was the Memorandum together with the old collective agreement and it was this document, i.e., the ratified Memorandum and the old collective agreement that was the real collective agreement, not the "booklet" that had been introduced as Exhibit 3. Second, and in the alternative, that a mutual mistake had been made in incorporating the Memorandum into the collective agreement and that the circumstances of that mistake more than justified the application of the rectification doctrine to the provision. Third, that there was a unilateral mistake requiring application of the rectification doctrine. And fourth, and finally, that the Association should not be allowed to proceed with the second grievance, as a virtually identical grievance had earlier been brought and then abandoned.

In my view, it is unnecessary in these reasons for decision to review the Board's first submission as I am satisfied that the collective agreement introduced into evidence as Exhibit 3 is the collective agreement, not the

Memorandum together with the predecessor collective agreement. Until the new collective agreement was signed off, the collective agreement was the Memorandum and predecessor collective agreement and these two documents considered in tandem appropriately provided for the first round of Retention/Service payments. But once the parties met and concluded their collective agreement it is that collective agreement which began to apply.

With respect to the Board's alternative position that as an earlier identical grievance had been filed and then abandoned, that this precluded its subsequent resurrection, I am of the view in the unique circumstances of this case that it would not be appropriate to foreclose the Association from proceeding with this case simply on the basis that the matter had been earlier grieved and abandoned. While, in the ultimate result, I have found for the Board and directed rectification, I am satisfied, on balance, that this is a proper case for the Association to reassert an earlier abandoned claim. On the evidence, there was some confusion, demonstrated in Mr. Nunn's communications to the membership, surrounding the appropriate implementation of the new provision but, more importantly, there is also a complete absence of any detrimental reliance by the Board on the

abandonment or any prejudice accruing to it by allowing the second grievance on an obviously important matter to proceed.

Turning then to the Board's request for rectification, Board counsel observed that this was an extremely strong case as the evidence of an earlier agreement was not, as often the situation, oral, but was clearly set out in writing. In this case, the parties had a long-standing practice of providing Senior Constable pay after 10 years of service was "attained." "Attained" meant "completed." The parties eliminated Senior Constable pay and Service Pay, which used the word "completion" when they agreed upon the Memorandum. This was the objective evidence. This objective evidence was confirmed by the entire written record of collective bargaining leading to the signing of the Memorandum and was further confirmed by almost the entire written record following agreement on the Memorandum. This record was extensively reviewed by Board counsel and is reflected in the decision part of this award. In the Board's view, the only document at variance with the shared agreement of the parties was the provision that found its way into the collective agreement.

The parties, Board counsel argued, in choosing the word “attained” in the Memorandum knew exactly what they were doing. After all, counsel continued, they had used the word “attained” for many years in the Senior Constable provisions of the predecessor collective agreement, a provision that was replaced in bargaining by the Memorandum. There was never any dispute between the parties that “attained” meant “complete.” No member ever qualified for Senior Constable pay after serving 9 years and one day, and the Association never claimed as much. Provided certain other conditions were met, Senior Constable pay was awarded after ten years of service, ten years of completed service. Likewise, the Service Pay provisions of the previous collective agreement, which were also replaced by the agreement on Retention/Service Pay, required completed years of service. The parties had an established understanding of what “attained” and “completion” meant and the exchange of collective bargaining proposals leading to the agreement had to be understood in that context.

Indeed, all of the evidence, which Board counsel continued to carefully review, of the negotiations, of the after-negotiations, of all the documents introduced into evidence, it was all to the same effect, completion of years of service required for the trigger points to come into effect. It was noteworthy

that months and months went by before there was any complaint even though greater increasing numbers of members were, according to the Association, supposedly being deprived of their negotiated entitlements.

Where things really went of the rails, in the Board's submission, was when Ms. Ryzek and Mr. Aveling met, months after the Memorandum was signed and months after both sides ratified it. Neither Ms. Ryzek nor Mr. Aveling had the jurisdiction to change the agreement the parties had reached in the Memorandum; their job was to transcribe the agreement. Instead, as a comparison of the two documents demonstrated, they had completely changed the agreed-upon provision. This was, the Board argued, a clear case of mutual mistake. In the Board's view, Ms. Ryzek and Mr. Aveling took a clear and straightforward provision and completely rewrote it, entirely changing its terms and creating collective agreement language amenable to advancement of an argument postulating the existence of a gap where no such gap ever existed in the agreement expressed in the Memorandum. Ms. Ryzek and Mr. Aveling were given the assignment of translating the language of the Memorandum into a collective agreement but by drafting and then agreeing upon the provision that they did, they obviously made a mistake and it was a mutual one.

All of this was clear, Board counsel continued, from the evidence of both Ms. Ryzek and Mr. Aveling. Ms. Ryzek testified that she told Mr. Aveling that 8 years meant 7 years plus 365 days and so on. And Mr. Aveling, the documentary record showed, later, in a grievance meeting, wrote that down in his notes. Ms. Ryzek was consistent about what she was trying to express. The evidence indicated that while Mr. Aveling may have had a different intention, he could not recall having expressed that to Ms. Ryzek, nor could he recall ever bringing to her attention that there were mistakes in the ratification materials he prepared not to mention those in the Q & A document. Intentions, Board counsel pointed out, did not matter. What was important was the clear agreement reached by the parties demonstrated by the objective evidence.

In all of these circumstances, it would have been or should have been clear to the Association, at all times, exactly how the Board understood the Memorandum particularly since that understanding was confirmed by the Association in its post-bargaining materials and so-called mistakes in those materials were never brought to the Board's attention even after it became almost immediately clear to everyone how the provision was being implemented. There was, in this case, a possible unilateral mistake

appropriately leading to a rectification order. For all of these reasons, and others, the Board asked that the grievance be dismissed and that the collective agreement rectified.

Decision

Having carefully considered the evidence and arguments of the parties, I am of the view that the grievance must be dismissed.

The Law on Rectification

There is no longer any serious dispute that arbitrators have the jurisdiction to apply the doctrine of rectification. Arbitrators may apply this doctrine where the collective agreement executed by the parties does not accurately reflect the true agreement of the parties. When applied in the labour relations context, rectification results in the alteration of the written terms of a collective agreement. In order to rectify a collective agreement, the arbitrator must be satisfied that there was an earlier consensus reached between the parties and that that consensus was not reflected, because of mutual mistake or unilateral mistake, in the subsequently executed collective agreement. Rectification is an equitable doctrine and an arbitrator should only apply it where the evidence of earlier shared intention is objective, not speculative.

Moreover, the evidence must establish that shared intention on a standard of convincing proof.

As Lord Denning observed in *Frederick E. Rose (London) Ltd. v. Wm. H. Pim, Junr. & Co.* [1953] 2 All E.R. 739 (C.A.):

Rectification is concerned with contracts and documents, not with intentions. In order to get rectification, it is necessary to show that the parties were in complete agreement on the terms of their contract, but by an error wrote them down wrongly. And in this regard, in order to ascertain the terms of their contract, you do not look into the inner minds of the parties – into their intentions – any more than you do in the formation of any other contract. You look at their outward acts, i.e. at what they said or wrote to one another in coming to their agreement, and then compare it with the document which they have signed. If you can predicate with certainty what their contract was, and that is, by a common mistake, wrongly expressed in the document, then you rectify the document (at 342).

The Supreme Court of Canada has made it clear that contracts can be rectified for both mutual and unilateral mistakes with the task the same in each instance: to restore the parties to their original bargain.

Application of the Law to the Facts

In this case, the collective bargaining evidence is clear, cogent and compelling. There is no doubt whatsoever that the agreement the parties reached was for the new Retention/Service payments to be made after 8, 17 and 23 years of completed service. That was the deal. This conclusion is not

speculative but based on the objective evidence applying a standard of convincing proof.

To be sure, over the course of the negotiations different formulations were used. However, the evidence, virtually without exception, indicates that both parties were, from the outset, discussing a retention/service pay model based on completed years of service. The facts lead to this conclusion. First, there was the reference by Mr. Bromell at the outset of the negotiations to the Vancouver model. The Association in its mediation brief repeated this reference. This model is not ambiguous. While it had other requirements not relevant to this case, the Vancouver model was based on completed years of service. The Association relied on the Vancouver model and explicitly told the Board as much in its mediation brief. The Vancouver model was and is inconsistent with the position taken by the Association in these proceedings.

In collective bargaining, the parties both used shorthand. The Association first based its proposals on the approach set out in the Vancouver collective agreement. While the Board did, on May 28, 2002, make a proposal that conceivably could create a gap, by June 18, 2002, the Association proposal left no doubt, assuming for the sake of argument that there was any

legitimate doubt, but that the retention/service pay would be based on completed years of service.

It was the Association that first introduced the word “attained” a word that must have been known to it by virtue of the long-standing operation of the Senior Constable provision (although it really does not matter which of the parties first introduced the word, it was well-known to both of them). It is a fact that at the same time the Association made this proposal it also submitted that Service Pay should continue for members with less than eight years of service. The then existing Service Pay provision required “completion” of years of service. The Association cannot persuasively argue that it intended members with seven years of completed service to receive service pay and also benefit from the provision. The Association must be taken to have understood in making this proposal that the new Retention/Service pay provision would kick in once members had completed 8 years of service.

This conclusion is reinforced by the communications prepared by the Association and sent to the membership. Read as a whole, one can only conclude from the materials prepared by Mr. Aveling that 8, 17 and 23 years of service had to be attained, meaning completed, to qualify for the additional

compensation. Any doubt about that whatsoever would have been quickly put to rest by the Q & A document. Members were losing their service pay, previously received after five years of completed service, and Senior Constable pay previously received after ten years of completed service. It was short-term pain for long-term gain with the new compensation commencing two years earlier than the old Senior Constable premium. This was the deal and this was the deal explained to the membership.

In evidence, Mr. Aveling indicated that there was a need to generate membership support for the Memorandum. There can be little doubt but that if the Association truly believed that members would begin receiving Retention/Service Pay after seven years and one day of service, they would have said so in this document deliberately designed to attract ratification support. What the Association did say is exactly consistent with the Board's position about the deal that was reached. Reading the ratification materials prepared by Mr. Aveling and the Q & A, the Board and its representatives could have had no doubt about how the Memorandum was understood to the Association, there being no doubt about what it meant to the Board. Mention should be made of Mr. Aveling's evidence that at some point during the bargaining he formulated the view that he later expressed to the Board, and in

evidence at arbitration, about when exactly the provision would have effect.

He did not, however, explain how he formed this view or the basis for it.

To rectify a collective agreement, an arbitrator must be satisfied about the existence of a prior inconsistent agreement. In this case, one need not reach that conclusion based on oral exchanges between the parties as the written record is clear and unequivocal. It is not reasonably or objectively possible in this case to conclude that the Association had one view of the Memorandum and the Board another. The Association's view may have later changed, but at the time the agreement was reached, and for a considerable period thereafter, the objective evidence establishes a common understanding. In this regard, without a doubt, Mr. Bromell, as he testified, wished the new payments to begin as soon as possible. But there is nothing in the evidence of his discussion with Mr. Gardner that would lead to the conclusion that 8 means 7.

To achieve the interpretation and result sought by the Association, one would have to accept that after a decade or so of administering the Senior Constable and Service Pay provisions in a certain way, i.e., after completed years of service, after years of service had been "attained," or upon "completion," that

those two provisions were eliminated from the collective agreement and a new scheme, where the parties had continued to use the word “attained” in the Memorandum, was agreed upon that mandated the payments one year earlier than the plain words of the provision would otherwise indicate. This would not be a normative collective bargaining outcome and to the extent this is what the Association thought it was bargaining for it should have made that clear to the Board. In fact, as already noted, as all of its communications in the pre-ratification process, and in the early parts of the grievance process made clear, it had the exact opposite view. Moreover, one would be hard pressed to find many collective agreement service driven provisions that set out thresholds like 8, 16 and 23 years but are actually interpreted by the parties to begin at 7 years plus one day and so on.

The fact is that 8 means 8 not 7 plus one. If sophisticated parties in a mature relationship want 8 to mean 7, then it is incumbent upon them to explicitly say so. If sophisticated parties in a mature bargaining relationship want someone to attain one year of service on their first day on the job, then they should say so. As previously noted, in this case they said the opposite in the materials Mr. Aveling prepared for the membership as well as in the Q & A document distributed to it.

It is noteworthy that even before the new collective agreement was signed off members began receiving Retention/Service Pay according to the Board's interpretation of the Memorandum and appear to have done so without any complaint from anyone even though greater increasing numbers of members would have become eligible, day after day, for the new payments under the Association's submission about what had been agreed upon. While not a basis for this decision, experience indicates that employees can generally be relied upon to quickly identify and immediately ensure they receive all negotiated entitlements especially those of importance and significance, which is the case here.

Quite clearly, what happened here was that a mistake was made. There is a big difference between operationalizing shorthand memoranda of agreements with appropriate collective agreement terms, which is normative, and what the parties did in this case. Likewise this is not a case of deliberate ambiguity where the parties deferred resolution of a particular problem in order to achieve agreement on the whole. This was a breakthrough provision of enormous cost and consequence and was treated in bargaining as such.

When Ms. Ryzek and Mr. Aveling met to conclude the collective agreement, a mistake was made. Even after hearing the evidence of both Ms. Ryzek and Mr. Aveling, it is difficult to determine exactly what took place when they met to finalize the agreement. Their evidence, years after the fact, does not ultimately provide very much assistance. But one thing is clear: whatever discussions they had and wording they exchanged had absolutely nothing to do with the Memorandum. No one objectively looking at the Memorandum and comparing it to the collective agreement provision could fairly conclude that the latter even came close to resembling the former. No one with even a passing familiarity with the negotiations and after-negotiations could conclude that the collective agreement provision agreed upon, in its formulation and language used, had anything to do with the real agreement reached in bargaining. No doubt both Ms. Ryzek and Mr. Aveling were satisfied that the language eventually signed off correctly reflected the agreement, but they were both mistaken.

Even assuming unilateral mistake, this would be an appropriate case to invoke and apply the rectification doctrine given that it would be unconscionable to allow the collective agreement language to prevail given the crystal clear agreement the parties had reached. If the Association's

position was maintained, it would get a windfall on top of its breakthrough and that would be clearly inequitable.

The entire purpose of the activity engaged in by Ms. Ryzek and Mr. Aveling was to reflect the settlement that had been reached. That purpose was not achieved in the collective agreement provision later signed off. The rewriting of the Memorandum as part of the preparation of the collective agreement completely changed the agreement that had been reached by substituting something confusing for something clear.

Finally, and for whatever this observation is worth, even assuming for the sake of argument that the *OPP* case was correctly decided, that case is of no assistance in deciding this one as this case, with different collective agreement language although a similar internal contradiction, involves rectification.

Accordingly, and for the foregoing reasons, the Association's grievance is dismissed and the collective agreement ordered rectified by the substitution

of the provision set out in the Memorandum. I remain seized with respect to
the implementation of this award.

DATED at Toronto this 9th day of April 2008.

"William Kaplan"

William Kaplan, Sole Arbitrator

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JULY 24, 2008**

**#P208. ARBITRATION AWARD – WORKPLACE ACCOMMODATION
GRIEVANCE OF CONSTABLE TH**

The Board was in receipt of the following report dated June 12, 2008 from Aileen Ashman, Director of Human Resources Management:

Subject: ARBITRATION AWARD REGARDING THE WORKPLACE ACCOMMODATION GRIEVANCE OF POLICE CONSTABLE TH

Recommendation:

It is recommended that the Board receive this report and a copy of the above-noted arbitration decision.

Financial Implications:

There are no direct financial implications relating to the recommendation contained within this report. However, as explained below, the ‘value’ of the remedy ordered by the Arbitration Board is \$22,225.

Background/Purpose:

The Service recently received an arbitration award from Arbitrator Kevin Whitaker in regard to the above-noted matter. The purpose of this report is to provide a brief summary of the award.

Discussion:

Police Constable (PC) TH first reported indications of a disability in April, 2002. A medical specialist in January 2003 confirmed the nature and extent of the disability, but the condition was not fully accommodated by the Toronto Police Service until December, 2003.

In December, 2003, the Toronto Police Association filed a grievance on behalf of PC TH claiming he was not appropriately accommodated as required by the *Ontario Human Rights Code*. The matter proceeded to hearing before Arbitrator Whitaker between January 31, 2006 and May 16, 2007. Arbitrator Whitaker released his decision on April 24, 2008.

Arbitrator Whitaker concluded that the Service failed to appropriately accommodate the grievor’s disability before December, 2003. He therefore ordered the Service to restore approximately 700 hours of sick credits to Police Constable TH that he had used between the time he first informed the Service of his disability and the date he was appropriately accommodated.

Arbitrator Whitaker denied claims for punitive or exemplary damages and for mental distress, stating that he “. . . did not accept that there is evidence of wilful disregard, malice or bad faith before me”, with respect to the Service’s actions.

Conclusion:

The Award of Arbitrator Whitaker determined that the Service breached its duty to accommodate P.C. TH. As a result, the Service has been ordered to make him whole by restoring sick credits he used during the period he was not appropriately accommodated. Claims for punitive, exemplary or other damages were denied.

I will be in attendance to answer any questions the Board members may have regarding this report.

The Board received the foregoing report. Noting that there should be consistency in the reporting of arbitration awards and, given that some awards may contain personal details, the Board approved the following Motion:

THAT, in future, the results of arbitration decisions be submitted in confidential reports only, public reports will only be required if specifically requested by the Board.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JULY 24, 2008**

**#P209. RESPONSE TO THE JURY RECOMMENDATIONS FROM THE
CORONER'S INQUEST INTO THE DEATH OF O'BRIEN
CHRISTOPHER-REID**

The Board was in receipt of the following report dated May 06, 2008 from William Blair, Chief of Police:

Subject: RESPONSE TO THE JURY RECOMMENDATIONS FROM THE CORONER'S
INQUEST INTO THE DEATH OF O'BRIEN CHRISTOPHER-REID

Recommendations:

It is recommended that:

- (1) the Board receive this report for information; and
- (2) the Board forward a copy of this report to the Chief Coroner for the Province of Ontario.

Financial Implications:

There are no financial implications to the Toronto Police Service (Service) relating to the recommendations contained within this report.

Background/Purpose:

At its meeting of December 19, 2007, the Board requested that the Service provide a response to the jury recommendations from the Coroner's Inquest into the death of O'Brien Christopher-Reid (Min. No. P416/07 refers).

*Summary of the Circumstances of the Death and Issues Addressed at the Coroner's Inquest
Touching the Death of O'Brien Christopher-Reid as Delivered by James N. Edwards, M.D.,
Presiding Coroner.*

Mr. O'Brien Christopher-Reid was 26 years of age at the time of his death. Shortly after noon on June 13, 2004 members of the public called 911 with concerns that a man later identified as O'Brien Christopher-Reid was carrying a large knife while walking in the City of Toronto along Lawrence Ave, and then in the parking lot of Edwards Gardens. Three Toronto Police Service officers responded to the call and encountered Mr. Christopher-Reid, who was in possession of a knife, in the park. A confrontation ensued and all three officers discharged their service handguns. Mr. Christopher-Reid sustained injuries and died shortly after arrival at Sunnybrook Health Sciences Centre.

An inquest was mandatory under Section 10 (4) of the Coroners Act. The jury heard thirteen days of evidence followed by summations, and then deliberated for two days before returning with its verdict. In total, twenty-one witnesses testified and thirty-two exhibits were introduced as evidence. There was testimony regarding Mr. Christopher-Reid's personal and psychiatric history, the events of the day of his death and the findings on postmortem examination. There was also evidence about the training of Toronto Police Service officers, methods used to handle situations involving emotionally disturbed individuals and the Use of Force Model used by police services across the province.

The inquest commenced in the City of Toronto on November 5, 2007 with the verdict being delivered on December 14, 2007.

Discussion:

Corporate Planning was tasked with preparing responses to nine of the twelve jury recommendations from the Inquest into the death of O'Brien Christopher-Reid.

Service subject matter experts from the Training & Education Unit (T&E), Use of Force Review Committee (UFRC), Communications Services (CCR), Emergency Task Force (ETF), and the Chief's representative on the Toronto Mental Health and Justice Liaison Committee all contributed to the responses.

Responses to the Jury Recommendations:

Recommendation #1

a) The Toronto Police Services (sic) to include greater emphasis in its training of new police recruits and in its annual use of force requalification training:

- i) de-escalation techniques to include opportunities to initiate soft communication approaches when situations warrant;*
- ii) interactions with emotionally disturbed persons;*
- iii) racial diversity issues.*

b) The events leading up to the death of O'Brien Christopher-Reid, be implemented for scenario based training to new police recruits and in yearly use of force requalification training for police officers.

Response:

The Service concurs and is in compliance with these recommendations.

Since the death of O'Brien Christopher-Reid the Service has provided annual training on interactions with emotionally disturbed persons and communication skills that provide officers with de-escalation techniques. Scenario based training that echoes the events that led up to the death of O'Brien Christopher-Reid have also been incorporated. This training has been included in the annual use of force requalification program for all front-line officers and is delivered to new police officers on the recruit training program.

The Crisis Resolution Officer Safety (CROS) course, is the mandatory use of force requalification course for all front-line officers and for all officers in identified high-risk plainclothes units.

New police recruits receive the CROS course for the year that they are hired, in addition to five days of training which encompasses material delivered on previous years' annual requalification programs. This ensures that all new recruits receive extensive training in crisis resolution techniques.

The 2007 CROS course included a full 90-minute training period devoted to emotionally disturbed persons and crisis intervention training. This training involved the identification of behaviours and intervention techniques, with the goal being crisis de-escalation. There was also a review of Mental Health Act powers of apprehension and related Forms. A major component of this training session was the use of appropriate tactical communication and de-escalation techniques. Teaching points encompass characteristics of behaviour motivations including: expressive instrumental and high risk intervention techniques, and Mental Health Act (powers of apprehension).

Human Relations training on Power and Abuse of Power comprised a 90-minute session of the 2007 program. This training provided students an opportunity to explore the impact of power on their attitudes, motivations and decision making process. These sessions included training on the relationship between racism and abuse of power, stereotypes, prejudices, discrimination and the unintended impact of bias on our attitudes, decisions, and behaviours. Additional teaching points included: impact of power and privilege on our decision making process, our relationships, and our profession, and over-identification with the police role, and the power of role playing in real life.

The 2008 CROS course includes scenario training, and is provided through two venues, action drills and crisis resolution dynamic simulation training.

Action drills are very short, real life scenarios. They are designed to create combat stress through sudden stimulus, making the participant respond without preparation, relying only on previous training.

Crisis resolution dynamic simulation scenarios are longer, more complex scenarios and are also usually taken from real life situations. The use of scenario based training allows for all force options to be available to the participating officers. This creates a realistic environment giving a true test of the officer's abilities. The objectives of this training is to reinforce sound judgement based on the National/Provincial Use of Force Model, appropriate tactical considerations

including good de-escalation techniques and the justification and articulation for use of force. Officers are constantly evaluated as the scenario unfolds and upon the conclusion of each scenario debriefed.

The 2008 CROS training program devotes 180-minutes of specific scenario training that is based on emotionally disturbed persons. This year's program takes scenario training to a new level to include another use of force option, the TASER. All of these scenarios emphasize the important use of de-escalating tactical communication skills. In the scenarios emotionally disturbed persons are portrayed in a variety of crisis states. In some scenarios they are armed while in others they are unarmed. These scenarios are important because the TASER provides a less lethal option for officers when dealing with emotionally disturbed persons in crisis where de-escalation techniques have not proven successful.

The 2008 CROS course employs the use of E-learning as a new medium to deliver a portion of the training via the computer. This has effectively reduced the time officers are required to attend C.O. Bick College for annual use of force training from three days to two days a year. This year's E-learning components include a session on the Characteristics of Armed Persons. This training will provide critical information and give officers valuable tools that they can use to formulate sound decisions to base their actions on. This will assist officers in understanding and articulating their grounds for front-line street investigations. These E-learning sessions aim to facilitate a more effective police response, with officers conducting themselves in a professional, ethical and non-biased manner.

Recommendation #2

The Toronto Police Service continue to seek input from experts in the field of mental health and from consumer survivors groups, to develop new training initiatives and methods of delivery of their training programs. Upon completion of the training program, a variety of evaluative tools should be applied to assess understanding of the material presented.

Response:

The Service concurs and is in compliance with this recommendation.

At its meeting of July 10, 2007, the Board received a report from the Chief entitled "Response to the Jury Recommendations from the Coroner's Inquest into the Death of Otto Vass" (Min. No. P228/07 refers). The report states in detail the forums and issues that the Service utilizes in order to address the current issues in the field of mental health. The forums include:

1. Mental Health Subcommittee of the Saving Lives Implementation Group (SLIG) which is a Police Services Board supported committee;
2. The Toronto Mental Health and Justice Liaison Committee;
3. Consumer/client group of the Mental Health System known as VOICES;
4. The Police Mobile Crisis Intervention Team Liaison (MCIT) which is comprised of the stakeholders who work/partner with police on a regular basis.

The report also identifies Staff Superintendent Michael Federico, Staff Planning & Community Mobilization, as the representative of the Service in these forums.

As outlined in the response to Recommendation #1 in this report, the Service has incorporated significant training to front-line officers in dealing with emotionally disturbed persons in the 2007 and 2008 CROS courses. The objectives of this training are to reinforce sound judgement based on the Use of Force Model. The use of appropriate tactical considerations including: de-escalation techniques, and the justification/articulation for use of force.

During this training, officers are constantly evaluated and assessed on physical skills with force options, a firearms qualification, as well as judgment and articulation during scenario training. Officers are then debriefed upon the conclusion of each scenario.

The Service will strive for collaboration with its community stakeholders and be cognizant of required enhancements to training.

Recommendation #3

When an officer has been involved in an incident that results in serious injury or death, there must be a review of the incident by the Use of Force Review Committee. This includes a mandatory review of the officer's actions, to determine whether re-training of the officer is required before the officer resumes active police duties.

Response:

The Service will undertake to study and further review this recommendation.

The current mandate of the UFRC is to review incidents where force was used by Service members to assess the effectiveness of the Service's training, practices and associated Service Governance, and report its findings to the Executive Review Committee.

At present the Service Training Analyst reviews all use of force incidents and has the discretion to select a number for review by the UFRC. It would be beneficial to require the Service Training Analyst to present all incidents involving serious injury or death to the UFRC for review in accordance with its mandate.

It should be noted that it is not within the UFRC mandate to comment on the training requirements for an individual officer. The member's immediate supervisor, officer in charge, unit commander, and/or Service Training Analyst currently review the reports and recommend re-training as required in a timely manner, in accordance with the Police Services Act (PSA) and related Service Procedure 15-01 "Use of Force".

Also, when the Service considers the time period between an incident occurring and a review by the UFRC, it is not practical to require an officer to be kept from active duty pending such review. As noted above, other members of the Service are better positioned to conduct a timely review and to look at officer re-training in these circumstances.

Recommendation #4

All members of the Toronto Police Services (sic) should be informed of the nature and availability of the Mobile Crisis Intervention Teams and of the importance of utilizing them in appropriate circumstances.

Response:

The Service concurs and is in compliance with this recommendation.

At its meeting of July 10, 2007, the Board received a report from the Chief entitled “The Interventionists – A Film about the Mobile Crisis Intervention Teams”. This film, a National Film Board production, showcases the Service’s MCIT operating in 51 and 52 Division (Min. No. P227/07 refers).

The Service has recently sought and received written authorization, for the copying and distribution of the film. It is anticipated that the film will be distributed through T&E to training sergeants Service wide in the near future.

On December 28, 2007, Service Procedure 06-04 “Emotionally Disturbed Persons” was amended and published with notification to all members by way of Routine Orders from the Chief. This Procedure includes references to MCIT as a resource for officers to contact if required.

At its meeting of March 27, 2008, the Board received a report from the Chief entitled “Mobile Crisis Intervention Team (MCIT) – Partnership with the Scarborough Hospital” (Min. No. P51/08 refers). This report expands the Service’s committed participation in the MCIT program in 11, 14, 51 and 52 Division to now include 41, 42, and 43 Division.

Recommendation #5

There should be further study of the possibility of utilizing Mobile Crisis Intervention Teams for phone consultation in the course of making a situation safe.

Response:

The Service will undertake to study and further review this recommendation.

Recommendation #6

If specialized units such as the Emergency Task Force or Mobile Crisis Intervention Teams are enroute to an incident, dispatchers should try, if circumstances permit, to ensure and confirm that primary response unit officers have received the information that specialized units are enroute. If possible, dispatchers should provide primary response unit officers with estimates of how long it will be until specialized officers arrive.

Response:

The Service concurs and is in compliance with this recommendation.

Dispatchers currently receive training in regard to this recommendation as part of their training program. CCR has developed the following new unit rule to address this issue:

C.6.1.21 KEEPING UNIT'S (sic) ADVISED OF ACTION TAKEN

Upon receiving a request for a specialized unit to attend an event the dispatcher shall try, if circumstances permit, to ensure and confirm that officers receive the information that the specialized unit is en route; providing an estimated time of arrival whenever possible.

Recommendation # 7

The Toronto Police Services (sic) should research a new range of intermediate force options for primary response officers.

Response:

The Service concurs with this recommendation. However, this will require amendments to current Provincial legislation for implementation.

O. Reg. 926/90, s.14 PSA “Equipment and Use of Force” states in part:

“A member of a police force shall not use a weapon other than a firearm on another person unless,

- a) that type of weapon has been approved for use by the Solicitor General;
- b) the weapon conforms to technical standards established by the Solicitor General; and
- c) the weapon is used in accordance with standards established by the Solicitor General O. Reg. 552/92, s. 9 PSA.”

The Service has and continues to identify and review available and emerging less lethal technologies, and is a member of the Provincial Use of Force Committee making recommendations to the government on such equipment. At the present time the Service equips its officers with all the intermediate force options required by legislation. These options include pepper spray and batons to all officers, and TASERs to front-line supervisors and ETF officers.

Recommendation #8

The Toronto Police Services (sic) should immediately implement the use of tasers for all primary response officers.

Response:

The Service concurs with this recommendation. However, this will require amendments to current Provincial legislation for implementation.

A similar recommendation was previously addressed in a report the Board received from the Chief entitled “Response to the Jury Recommendations from the Coroner’s Inquest into the Death of Otto Vass” at its meeting on July 10, 2007 (Min. No. P228/07 refers).

The Service supports issuing TASERs to all front-line police officers (constables), as addressed in the report from the Chief to the the Board entitled “Use of TASERs by Toronto Police and Proposed Deployment of TASERs to Front-line Officers” (Min. No. P23/08 refers). The foregoing report was withdrawn at the request of the Chief of Police.

Recommendation #9

Any legislation and policies regarding the Use of Force Report Form 1 be reviewed to consider whether part B should be retained for permanent police record.

Response:

The Service does not concur with this recommendation.

At present the Service retains Part B of the Use of Force Report Form 1 for a period of two years as legislated by O. Reg. 926/90, s.14.5(2) PSA.

The two year period, combined with annual use of force requalification, oversight by unit training supervisors, and yearly evaluations provide sufficient opportunity to identify officers requiring additional use of force training.

Conclusion:

As a result of the Coroner’s Inquest Into the Death of O’Brien Christopher-Reid, and the subsequent jury recommendations, the Service has conducted reviews of Service Governance, training, and current practices.

Recommendation #1, #2, #4, and #6, are currently being addressed. The Service will commit to further study and review Recommendation #3 and #5 and report back to the Board. The Service concurs with Recommendation #7 and #8 however amendments to current legislation are required in order for implementation to occur. The Service does not concur with Recommendation #9.

Deputy Chief Jane Dick, Executive Command, will be in attendance to answer any questions that the Board members may have regarding this report.

The Board received the foregoing report and indicated that it would forward a copy to the Chief Coroner for information.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JULY 24, 2008**

**#P210. SPECIAL CONSTABLES – UNIVERSITY OF TORONTO:
RE-APPOINTMENTS**

The Board was in receipt of the following report dated June 05, 2008 from William Blair, Chief of Police:

Subject: RE-APPOINTMENT OF SPECIAL CONSTABLES FOR THE UNIVERSITY OF TORONTO

Recommendation:

It is recommended that the Board approve the re-appointment of the individuals listed in this report as special constables for the University of Toronto, subject to the approval of the Minister of Community Safety and Correctional Services.

Financial Implications:

There are no financial implications relating to the recommendation contained within this report.

Background/Purpose:

Under Section 53 of the *Police Services Act of Ontario* (the Act), the Board is authorized to appoint special constables, subject to the approval of the Minister of Community Safety and Correctional Services (the Minister). Pursuant to this authority, the Board entered into an agreement with the University of Toronto (U of T) for the administration of special constables (Min. No. P571/94 refers).

At its meeting on January 29, 1998, the Board approved a recommendation requiring requests for the appointment and re-appointment of special constables, who are not members of the Service, be forwarded to the Board with the Chief's recommendation, for the Board's consideration (Min. No. P41/98 refers).

The Service has received a request from the U of T to re-appoint the following individuals as special constables:

1. BORGES, Gary
2. GONCALVES, Antonio

Discussion:

The U of T special constables are appointed to enforce the *Criminal Code of Canada*, *Controlled Drugs and Substances Act*, *Trespass to Property Act*, *Liquor Licence Act* and the *Mental Health Act* on U of T properties within the City of Toronto.

The agreement between the Board and the U of T requires that background investigations be conducted on all individuals recommended for appointment or re-appointment as a special constable. The Service's Employment Unit completed background investigations on these individuals and there is nothing on file to preclude them from becoming special constables for a five year term.

The U of T has advised that the individuals satisfy all the appointment criteria as set out in the agreement between the Board and the U of T for special constable appointment.

Conclusion:

The Toronto Police Service and the U of T work together in partnership to identify individuals for the position of special constable who will contribute positively to the safety and well being of persons engaged in activities on U of T property. The individuals currently before the Board for consideration have satisfied the criteria contained in the agreement between the Board and the University of Toronto.

Deputy Chief A.J. (Tony) Warr, Specialized Operations Command, will be in attendance to answer any questions that the Board may have regarding this report.

The Board approved the foregoing report.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JULY 24, 2008**

**#P211. TORONTO POLICE SERVICES BOARD'S 25-YEAR WATCH
PRESENTATION - 2008**

The Board was in receipt of the following report dated July 08, 2008 from Alok Mukherjee, Chair:

Subject: THE TORONTO POLICE SERVICES BOARD'S 25-YEAR WATCH
PRESENTATION - 2008

Recommendations:

It is recommended that:

- (1) the Board approve an expenditure from the Board's Special Fund, not expected to exceed \$19,000.00 to cover the costs associated with hosting the Toronto Police Services Board's 25-Year watch presentations and luncheons; and
- (2) the Board approve an additional expenditure from the Board's Special Fund, not expected to exceed \$22,680.00 (excluding taxes), to cover the costs associated with the purchase of 180 watches from Universal Time Corporation.

Financial Implications:

The proposed recommendations, if approved, would result in an expenditure from the Special Fund, not expected to exceed \$45,000.00.

Background/Purpose:

It has been customary for the Toronto Police Services Board to host an annual event honouring members of the Toronto Police Service and the Toronto Police Service-Auxiliary Programs who have completed 25 years of employment or auxiliary service respectively. During the period from January 1, 2007 to December 31, 2007, the number of members achieving 25 years of service was 179.

Discussion:

This year's luncheon honouring recipients of 25-Year watches has been scheduled for Tuesday, September 23, 2008 at The Old Mill. The total cost associate with hosting this event, including a lunch, beverages and services, is not expected to exceed \$19,000.00

25-Year Commemorative Watches:

A request for quotations was issued by Purchasing Support Services for 180 commemorative watches. The lowest bidder, Universal Time Corporation, was selected. The cost of the watches is \$126.00 each, excluding taxes, and a summary of the bids is appended to this report for information. Funds are available with the Board's Special Fund to cover this expenditure in accordance with the Board's Recognition Program.

The total 180 watches also include one watch that a former recipient has requested to purchase in order to replace their 25-Year watch due to loss, damage or theft. Each year there are requests made by current or retired members to purchase replacement watches. The funds associated with this watch required at this time, in the approximate amount of \$126.00, excluding taxes, will be returned to the Board's Special Fund.

The cost of the total watches is outlined below:

25-Year Recipients for 2007 -	179 x \$126.00 = \$22,554.00
Replacement Watch -	1 x \$126.00 = \$ 126.00*
Total:	\$22,680.00 (excluding taxes)

*funds to be returned to the Board's Special Fund

Conclusion:

It is therefore recommended that the Board approve an expenditure from the Board's Special Fund, not expected to exceed \$19,000.00 to cover the costs associated with hosting the Toronto Police Services Board's 25-Year watch presentations and luncheons. The board is also requested to approve an additional expenditure from the Board's Special Fund, not expected to exceed \$22,680.00 (excluding taxes), to cover the costs associated with the purchase of 180 watches from Universal Time Corporation.

Chair Mukherjee explained that proceeds from the sale of property, including bicycles, which come into the possession of the Toronto Police Service are deposited into the Board's Special Fund. The policy governing the use of those funds allows the Board to utilize the funds to cover expenditures related to the recognition of the work of Toronto Police Service members, including the 25 year watch presentations and luncheons.

Chief Blair emphasized the importance of the Service's free on-line bicycle registry and encouraged bicycle owners to register their bicycles. Chief Blair also noted that he would like retailers to register bicycles at the point-of-sale.

The Board approved the foregoing report and indicated that it would send a letter to Councillor Adrian Heaps, Chair of the Toronto Cycling Committee, recommending the promotion of the Toronto Police Service on-line bicycle registry.

**SUMMARY SHEET
QUOTATION #1098688-08
PRESENTATION WATCHES**

QUANTITY	DESCRIPTION	Universal Time Corp.	Jeffrey Allan & Associates	Birks & Mayors
124	25 years Service Presentation Watches Mens	\$126.00 ea. \$15,624.00 net	\$195.00 ea. \$24,180.00 net	\$597.38 ea. \$74,075.12 net
56	Ladies	\$126.00 ea. \$7056.00 net	\$195.00 ea. \$10,920.00 net	\$597.38 ea. \$33453.28 net
	Total (including taxes)	\$25,628.40	\$39,663.00	\$121,507.09
	Watch Make & Model Mens	33101 Pierre Laurent	H9022	Birks
	Female	33102 Pierre Laurent	59022	Birks
	Warranty	3 years	2 years	2 years
	Delivery	90 days	6 weeks	n/a

QUOTATION AWARDED TO:

APPROVED BY:

NOTE: 8 VENDORS RECEIVED QUOTES

3 RESPONDED

PROJECTED EXPENDITURES

25 YEAR WATCH LUNCHEON

Tuesday, September 23rd, 2008

Watches:

179 (^) x \$126.00	\$22,554.00
G.S.T. 5%	\$ 1,127.70
P.S.T. 8%	\$ 1,804.32
	\$25,486.02

Guests: (based on **maximum** attendance)

Recipients (^) 179+ 1 guest = 358

Luncheon: (based on **maximum** attendance)

Lunch (^\$32.50 plate)	\$11,635.00	(\$32.50 x 358)
P.S.T. Food	\$ 930.80	(\$11,635.00 x 8%)
G.S.T. Food	\$ 581.75	(\$11,635.00 x 5%)
Gratuity	\$ 1,745.25	(\$11,635.00 x 15%)
G.S.T.	\$ 87.26	(\$1,745.25 x 5%)
Wine (^ \$32.00/bottle)	\$ 2,816.00	(88 x \$32.00/bottle)
P.S.T. Liquor	\$ 281.60	(\$2,816.00 x 10%)
G.S.T. Liquor	\$ 140.80	(\$2,816.00 x 5%)
Gratuity	\$ 422.40	(\$2,816.00 x 15%)
G.S.T.	\$ 21.12	(\$ 422.40 x 5%)
		\$18,661.98

TOTAL \$44,148.00 (approx.)

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JULY 24, 2008**

**#P212. VICTIM SERVICES PROGRAM – 2007 ANNUAL REPORT AND
REQUEST FOR FUNDING FOR THE 2008 VICTIM SERVICES
VOLUNTEER RECOGNITION EVENT**

The Board was in receipt of the following report dated June 13, 2008 from William Blair, Chief of Police:

Subject: VICTIM SERVICES PROGRAM – 2007 ANNUAL REPORT AND A REQUEST FOR FUNDING FOR THE 2008 VICTIM SERVICES VOLUNTEER RECOGNITION EVENT

Recommendation:

It is recommended that the Board approve an expenditure not to exceed \$6,000.00 from the Board's Special Fund to cover the costs associated with hosting a Volunteer Recognition Event for Victim Services volunteers.

Financial Implications:

Funding to cover the costs of this event would be drawn from the Board's Special Fund and would not exceed \$6,000.00.

Background/Purpose:

This report is submitted at the direction of the Toronto Police Services Board (Min. No. P343/93 refers). Established in Toronto in 1990, to assist Toronto police officers and victims of crime, the Victim Services Program of Toronto (VSPT) has been incorporated with charitable non-profit status since December 1996. The VSPT operates 24 hours a day, 365 days a year and is affiliated with the Community Mobilization Unit.

Discussion:

Charitable Status

The VSPT, maintains its charitable status with Revenue Canada. The program continues to actively seek monetary contributions from individuals and corporations, for needed financial resources to support the program. During the 2007 fiscal year (April 1, 2006 to March 31, 2007) the VSPT raised a total of \$191,228.00 in fundraising efforts.

Twelfth Annual General Meeting

VSPT's Twelfth Annual General Meeting was held on Thursday, November 15, 2007. Board of Director elections were held and a total of 11 members were elected for the year 2007-2008. Currently, the Board of Directors has a total of 9 members, with a capacity of 12 Directors in total. The Thirteenth Annual General Meeting is scheduled for Thursday, November 20, 2008.

Personnel

The VSPT operates with 16 full-time staff including an Executive Director, Program Director, 10 full-time Crisis Counsellors supported by 135 volunteers, and 1 full-time Volunteer Manager for the Victim Crisis Response Program. Additionally, the Domestic Violence Emergency Response System (DVERS), the Support Link Program and the newly established Victim Quick Response Program, under the auspices of VSPT, are managed and operated by 3 full-time program co-ordinators. It should be noted that the VSPT could not maintain the current level of service to the police and the community without the tremendous support received from 5 student placements and the dedicated volunteers who unselfishly donate their time to benefit others.

During 2007, Victim Services conducted 2 volunteer classes and a total of 51 people graduated. The volunteer program concentrates on recruiting persons who represent the many ethnic communities within Toronto. Currently, Victim Services staff and volunteers are able to provide support to victims in over 35 different languages.

Victim Response Rates (Statistics)

All programs and services provided by VSPT continue to respond to increasing demands for victim assistance. In 2007, VSPT provided assistance to 19,079 victims through its core programs. The Victim Crisis Response Program assisted 15,437 victims. The Domestic Violence Emergency Response System (DVERS) assisted 1,781 victims of repeated and severe domestic violence. The Support Link Program assisted 1,861 victims at risk of losing their lives from stalkers.

Newly established programs such as Project Promoting Access in Impacted Neighbourhoods (P.A.I.N) and Project Teens Ending Abusive Relationships (T.E.A.R), conducted outreach and violence prevention educational workshops to an estimated 2,500 community residents and youth.

Financing

Since 1990, the Ontario Ministry of the Attorney General and the City of Toronto Community Service Partnerships Grant Program have continued to provide flat-lined funding for the VSPT. In July 2007, VSPT received its first core funding increase from the Ontario Ministry of the Attorney General. The increase amounted to 20% of the agency's provincial allocation. Considerable "in kind" support for the program is provided by the Toronto Police Service (Service).

Victim Crisis Response Program

The Victim Crisis Response Program is the only program in Toronto specifically designed to provide immediate on-site crisis and trauma services for victims of crime, 24 hours per day, 365 days per year. A total of 10 Crisis Counsellors and 135 extensively trained community volunteers provide crisis intervention, assessment, counselling, support, referrals, linkages and advocacy services to approximately 16,000 victims annually. Approximately 98% of all referrals to this program are generated by members of the Service. Other referral sources include hospitals, shelters, community service agencies, self-referrals, and on occasion the Ontario Provincial Police.

The Victim Crisis Response Program hosts a police-dedicated phone line to ensure direct and prompt access to service for victims. Once a request for service has been received, the Crisis Team, comprised of 2 people, will depart to the victim's location. On location with the victim(s), the Crisis Team provides trauma/crisis counselling and emotional support. In addition, an assessment of the victim's immediate needs is conducted. The availability of this service enables front-line officers to clear the scene quickly and return to their primary responsibility of answering calls for service. A further assessment of short and long-term needs is completed during the follow-up process. The follow-up process begins as soon as the initial contact has ended. Follow-up service responsibilities include, but are not limited to: a re-assessment; counselling; advocacy; locating/linking/coordinating services; and providing practical assistance, such as assistance in making funeral arrangements, contacting out-of-town relatives, and finding shelter. The existence of the Victim Crisis Response Program is consistent with the Service Priority, "Community Safety and Satisfaction", in that victims receive assistance and referrals as needed.

Domestic Emergency Response System (DVERS)

This program's mandate is to ensure the safety of individuals and their families who are at serious risk of bodily harm by an ex-partner. Victims are provided with an ADT personal alarm system, which is connected to their home telephone. The alarm is maintained on the victim's person at all times. Once activated, ADT automatically calls 9-1-1, where the victim's address is 'flagged' as a high-priority and police officers are dispatched immediately. As a support service to this program the following referral sources are available the Victim Crisis Response Program, the Toronto Police Service, women's shelters and a wide range of community based service providers and self-referrals.

Once a referral is made, the DVERS Program Co-ordinator conducts an eligibility assessment. After a victim is deemed eligible, the Co-ordinator assists the victim in their home to develop a comprehensive safety plan. Safety planning includes the victim's own safety, the safety of the victim's children, other family members, friends, and colleagues. Case management services are provided to approximately 285 clients each year. This includes assessments, counselling, monitoring, advocacy, referrals and co-ordination of services.

Support Link

The Support Link Program is very similar to the DVERS program in terms of mandate and program operations. The main difference is that victims are not necessarily victims of domestic violence. The program provides 9-1-1 linked cell phones to victims who are at serious risk of bodily harm by a neighbour, a relative (son, brother, cousin, in-law, etc.), a colleague, a former friend or acquaintance. The Support Link Program Co-ordinator conducts eligibility assessments develops a comprehensive safety plan with victims, and provides ongoing case management services to approximately 298 victims per year.

Volunteer Recognition

The Victim Services Volunteer Recognition Event for 2007 was held in Siegfried's Dining Room at George Brown College. The event was sponsored by the Toronto Police Services Board through a donation from the Special Fund (Min. No. P255/07 refers). Approximately 100 volunteers were recognized for their support to victims of crime and their unselfish commitment to the community.

For the past several years, the Board has funded a Volunteer Recognition Event to demonstrate the Board's gratitude for the valuable contribution made by the volunteers of the Victim Services Program. The services provided by these volunteers is extremely valuable and merit recognition. Victim Services relies upon the Board's financial support when planning this worthwhile event.

The following table outlines the actual costs for the 2007 Volunteer Recognition Event. The proposed budget for this year's Volunteer Recognition Event has been estimated at 5% over the 2007 actual costs based upon information that has been received from caterers and suppliers, as well as an anticipated increase in the number of volunteers attending the event. (Min. No. P77/03 refers).

<u>Vendor</u>	<u>2007 Actual Cost(s)</u>	<u>Vendor</u>	<u>2008 Estimated Cost(s)</u>
Siegfried's Dining Room	4,025.18	George Brown College	\$4,226.00
Awards	\$396.70	D & G Trophies	\$415.00
Gifts for Volunteers	\$890.11	Gifts and Door Prizes	\$935.00
TOTAL	\$5,311.99		\$5,576.00
Funds Provided by the Police Services Board	\$5,000.00		\$6,000.00
BALANCE	-\$311.99		

* The shortfall was covered by the Victim Services Program of Toronto.

The 2008 Volunteer Recognition Event is tentatively scheduled for Thursday, November 20, 2008. The evening will include a dinner, followed by the presentation of the Volunteer Awards. Members of the Police Services Board are always welcome and encouraged to attend.

Conclusion:

The VSPT provides an invaluable contribution, not only to the Service, but also to the citizens of Toronto. The VSPT fulfills statutory obligation under the Police Services Act on behalf of the Service in providing support to victims of crime. This partnership also provides significant benefits, as front-line officers and investigators alike are able to focus primarily on all relevant aspects of their investigations.

The Toronto Police Services Board recognizes the VSPT volunteers by way of a Volunteer Recognition Event. This is an excellent platform to acknowledge the valued contributions made by these volunteers. The VSPT is the only agency in Toronto providing immediate assistance for victims and its continued sustainability is of paramount importance.

Deputy Chief Keith Forde, Human Resources Command, will be in attendance to respond to any questions from Board members.

The Board approved the foregoing report.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JULY 24, 2008**

**#P213. RESULTS OF THE 2008 CHIEF'S GALA TO BENEFIT THE VICTIM
SERVICES PROGRAM**

The Board was in receipt of the attached correspondence dated June 18, 2008 from Sherry Clodman, Director of Development, Victim Services Toronto, with regard to the results of the 2008 Chief's Gala to benefit the Victim Services Program.

The Board received the foregoing correspondence.



victim services toronto

June 18, 2008

Dr. Alok Mukherjee
Chairman
Police Services Board
40 College Street
Toronto, Ontario M5G 2J3

Dear Dr. Mukherjee,

RE: 2008 Chief of Police Gala

On behalf of the Victim Services Program of Toronto Board of Directors, Chief William Blair, and our partners at the Toronto Police Service, I would like to share our heartfelt appreciation for your support of The Chief's Gala to benefit the Victim Services Program of Toronto. The presence of you and your lovely wife Arun at the Head Table, along with your well-received remarks, did much to enhance this very important evening.

The Gala was a success in every sense of the word, raising over \$75,000 to help victims of crime in this city --- funds that ultimately are measured in the most 'human' of terms. We hope that we may count on your continued support next year, and thank you again for your very 'special' gift.

Sincerely,

A handwritten signature in black ink that reads "Sherry Clodman".

Sherry Clodman, CFRE
Director of Development
Direct: (416) 808-7933
Fax: (416) 808-7104
Email: sclodman@victimsericestoronto.com
Website: www.victimsericestoronto.com

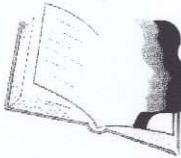
P.S.: *I have taken the liberty of enclosing a photograph of you and your wife taken at the Gala's VIP Reception.* 

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JULY 24, 2008**

**#P214. RESULTS OF THE 2008 GALA DINNER TO BENEFIT THE INVESTING
IN OUR DIVERSITY SCHOLARSHIP PROGRAM**

The Board was in receipt of the attached correspondence dated June 05, 2008 from Kevin Lee, Scadding Court Community Centre, and Derek Ballantyne, Toronto Community Housing Corporation, with regard to the results of the 2008 Gala Dinner to benefit the Investing In Our Diversity Scholarship Program.

The Board received the foregoing correspondence.



The 2008
Investing in our Diversity:
Awards Dinner & Fundraiser

Toronto Community Housing

Head Patron
Former Chief Justice Roy McMurtry

Municipal Chair
Mayor David Miller

Scholarship Co-founder
William McMurtry

HONOURARY ADVISORY COMMITTEE

Adam Vaughan
Councillor, City of Toronto

Alexandra Dagg
Regional Director, UNITE

Ceta Ramkhelawansingh

Chief William Blair
Toronto Police Service

Denham Jolly
CEO, FLOW 93.5

Dr. Alok Mukherjee
Chair, Toronto Police Services Board

Dr. John Ralston Saul

Joseph Mapa
CEO, Mt. Sinai Hospital

Ian Epstein
Blaney McMurtry LLP

David Mitchell
Chair, Toronto Community Housing Corp.

Peggy Aitchison
Principal, Forest Hill Collegiate Institute

Sandeep Lal
President, Metro Label

Shairal Chandra

Uchal Powell
Carpenter's Union Local 27

Dr. Alok Mukherjee-
Board Chair
Toronto Police Services Board
40 College Street
Toronto, ON
M5G 2J3

June 5, 2008

Dear Mr. Mukherjee,

On behalf of Scadding Court Community Centre (SCCC) and Toronto Community Housing Corporation (TCHC), we would like to thank you for your participation and support of the Investing in Our Diversity Scholarship Program. We were delighted to have you present an award to one of our deserving recipients. You did a wonderful job of representing The Toronto Police Services Board and demonstrating their commitment to future leaders in anti-racism and diversity initiatives.

The gala dinner that took place on May 29, 2008 at the Bright Pearl Seafood Restaurant was a true success and we are grateful to you for playing such a significant part. Your commitment to supporting youth leadership in anti-racism is sincerely appreciated.

Each year SCCC and TCHC continue to advance its mandate in supporting diversity. We look forward to our continued partnership, through your contribution to Scholarship awards and your involvement with expanded initiatives of the program. Thank you again for your support of our efforts.

Regards,
Sincerely,

Kevin Lee,
Executive Director
Scadding Court Community Centre

Derek Ballantyne
Chief Executive Officer
Toronto Community Housing Corporation

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JULY 24, 2008**

**#P215. REQUEST FOR EXTENSION OF TIME TO SUBMIT REPORT: BOARD
ROLE IN THE NEW NO. 11 AND 14 DIVISION FACILITY PROJECTS**

The Board was in receipt of the following report dated June 30, 2008 from William Blair, Chief of Police:

Subject: BOARD ROLE IN NEW 11 AND 14 DIVISION FACILITY PROJECTS-
REQUEST FOR EXTENSION

Recommendation:

It is recommended that the Board approve the request for an extension of time to the August 21, 2008 Board meeting.

Financial Implications:

There are no financial implications relating to the recommendation contained within this report.

Background/Purpose:

The Board, at its meeting of March 27, 2008, received two reports regarding the new 11 Division. One report from Chair Mukherjee dealt with the property located at 2054 Davenport Road, while another report from the Chief provided a project status and management plan for the new 11 Division capital project. The Board received both reports and approved a motion that “given that the Board has a direct interest in overseeing building projects, and should have a meaningful leadership and participatory role in such projects, that with respect to the new No. 11 and 14 Division facilities, the Board direct the Chair and the Chief to establish a process which provides the Board with a decision-making role at major steps of development from the inception”.

Discussion:

Over the last several months, our attention regarding the new 11 Division has been focused on dealing with and resolving the heritage designation issue pertaining to the building at 2054 Davenport Road, the site of the new division.

Consequently, while the report in response to the Board request is in the process of being developed, an extension of time to the August 21, 2008 Police Services Board meeting is requested.

Conclusion:

Mr. Tony Veneziano, Chief Administrative Officer, Administrative Command, will be in attendance to answer any questions from the Board

The Board approved the foregoing report.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JULY 24, 2008**

#P216. REQUEST FOR EXTENSION OF TIME TO SUBMIT REPORT: WEB STREAMING AND WEB RECORDING OF TORONTO POLICE SERVICES BOARD MEETINGS

The Board was in receipt of the following report dated June 16, 2008 from William Blair, Chief of Police:

Subject: WEB STREAMING AND WEB RECORDING OF TORONTO POLICE SERVICES BOARD MEETINGS-REQUEST FOR EXTENSION

Recommendation:

It is recommended that the Board approve a request for a one month extension to submit a report on the costs associated with providing web service to residents.

Financial Implications:

There are no financial implications relating to the recommendation contained within this report.

Background/Purpose:

At its meeting dated April 17, 2008, the Board received correspondence dated March 6, 2008, from Joe Mihevc, Councillor, City of Toronto, to Ulli Watkiss, City Clerk, City of Toronto, and Vince Rodo, General Secretary, Toronto Transit Commission, regarding web streaming and web recording of City Council, Toronto Transit Commission and Police Services Board meetings, (Min. No. P104/08 refers).

At that meeting, the Board approved the following motion:

“That the Board support the request for increased or enhanced access to Board meetings, in principle, and request the Chief of Police to submit a report on the costs that would be associated with providing this web service to residents.”

Discussion:

The proceedings of the public meetings of the Toronto Police Services Board can be made available through its website by posting a recording of the meeting upon its completion and/or through live web streaming as proposed by Councillor Mihevc which would allow viewers to observe the meeting as it is taking place.

Staff from Public Information met with Board staff to clarify the Board's expectations for making the Board's meetings available on its website. Following several discussions with Board staff, it became clear that the Board is interested in the ability to post Board meetings on its internet site following a meeting.

Preliminary work has been done to try to achieve this using existing Board resources. Additional work is necessary with regard to how best to post the recorded meeting to facilitate public viewing of Board meetings (e.g., whether viewers will be able to select specific points or sections in the meeting to view, as opposed to having to watch the entire meeting in sequence). There will be soft dollar costs in terms of staff uploading recorded video to the Board's website. There may be additional costs in terms of the band width required, which can only be determined, once it is known how often the video is downloaded by members of the public or others.

Conclusion:

Additional information and research is required to determine the implications and costs associated with live streaming of meetings on the Board's website. As a result a one month extension is required in order to provide a reasonable estimate of these costs.

Deputy Chief Jane Dick, Executive Command, will be in attendance to answer any questions the Board may have.

The foregoing report was withdrawn at the request of the Chief of Police.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE
TORONTO POLICE SERVICES BOARD HELD ON JULY 24, 2008**

#P217. DRIVE CLEAN AGREEMENT

The Board was in receipt of the following report dated July 16, 2008 from William Blair, Chief of Police:

Subject: DRIVE CLEAN AGREEMENT

Recommendation:

It is recommended that the Board ratify the Chair's execution of the Drive Clean Agreement with the Ministry of the Environment.

Financial Implications:

There are no financial implications relating to the recommendation contained within this report, as funds are available in Fleet and Materials Management's 2008 budget.

Background/Purpose:

The Ministry of the Environment has implemented a new accreditation agreement for Drive Clean facilities in the Province of Ontario. This new agreement includes an indemnification provision that requires Board authorization. The Toronto Police Service has been licensed as a Drive Clean facility since 1999 and only conducts emissions testing on its own fleet vehicles. As such, the potential liability to the Service and the Board is minimal.

Discussion:

Drive Clean is Ontario's mandatory vehicle emissions inspection and maintenance program that is aimed at reducing vehicle emissions of smog-causing pollutants. The program requires vehicles to undergo an emissions test to identify potential emissions problems and to direct any necessary repairs. In addition to smog-causing pollutants, the Drive Clean program also targets the reduction of other chemical emissions from vehicles, including greenhouse gases that have the potential to jeopardize our health and our environment.

Through the Drive Clean program, the Toronto Police Service has made a positive contribution to the quality of our air through proper vehicle maintenance, and by identifying and correcting emissions problems.

Fleet and Materials Management has operated a Drive Clean testing facility since August 1999. This arrangement allows the Toronto Police Service to perform the required emissions tests on fleet vehicles. The table below highlights the model years that will require emissions testing each year until 2011:

Registration Renewal Date	Light Duty Vehicle Model Years that Require a Test							
2008	2003	2001	1999	1997	1995	1993	1991	1989
2009	2004	2002	2000	1998	1996	1994	1992	1990
2010	2005	2003	2001	1999	1997	1995	1993	1989
2011	2006	2004	2002	2000	1998	1996	1994	1990

In the past, the agreements for the Toronto Police Service's accreditation as a Drive Clean facility were signed by the Manager of Equipment & Supply, Fleet and Materials Management. The agreement has been changed, however, due to an audit of the Ministry of the Environment's Drive Clean Office. The amended standard agreement is generically crafted and geared to service industry facilities that, unlike the Toronto Police Service, test vehicles for profit. The agreement also includes an indemnification provision, requiring Board approval. The Board's liability in respect of this indemnity provision is minimal, however, as the Service only tests its own vehicles.

Unfortunately, information about the new agreement was late arriving and the Service would have been required to initiate a new application for Drive Clean accreditation, if the usual process for advance approval of the Board had been followed. This would have caused considerable delay in the Service's ability to use the testing system and, in turn, would have impacted the use of several fleet vehicles. In order to prevent this delay, Fleet and Materials Management consulted with Legal Services and the City Solicitor. Given the minimal risk of liability to the Board and the Service and the small financial expenditures of approximately \$5000.00 associated with this agreement, it was recommended that the Chief ask the Chair to execute the agreement and then seek ratification of the Chair's execution of the agreement at the Board's next meeting.

Conclusion:

The current accreditation contract is effective until June 30, 2011. To ensure that a similar situation does not recur in subsequent renewals of this agreement, Legal Services is taking steps to negotiate an agreement that will meet the specific needs of the Service.

In the meantime, it is requested that the Board ratify the Chair's execution of the current agreement for accreditation of the Service's Drive Clean facility.

Mr. Tony Veneziano, Chief Administrative Officer, Administrative Command, will be in attendance to answer any questions the Board may have in this regard.

The Board approved the foregoing report.

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TORONTO POLICE SERVICES BOARD HELD ON JULY 24, 2008**

**#P218. SPECIAL FUND: REQUEST FOR FUNDS: THE LAUNCH OF THE 2008
CARIBANA FESTIVAL GALA**

The Board was in receipt of the following report dated July 21, 2008 from Alok Mukherjee, Chair:

Subject: REQUEST FOR FUNDS: THE LAUNCH OF THE 2008 CARIBANA
FESTIVAL GALA

Recommendation:

1. It is recommended that the Board approve an expenditure from Special Fund, in an amount not to exceed \$1,500.00 to purchase tickets for a table at the Launch of the 2008 Scotiabank Caribana Festival; and
2. Tickets be provided to interested Board members and that the remaining tickets be provided to the Chief for distribution as deemed appropriate.

Financial Implications:

If the Board approves recommendation number one, the Board's Special Fund will be reduced by the amount of \$1,500.00.

Background/Purpose:

I am in receipt of correspondence dated July 15, 2008, from Joe Halstead, Festival Management Committee's (FCM) Chair and CEO, regarding the Launch of the 2008 Scotiabank Caribana Festival.

The Scotiabank Caribana Festival will be an annual event designed to:

1. honour the works of Pioneers of the Caribana Festival;
2. recognize key contributors and artists
3. introduce High School/University Students to the Industry of Carnival Arts through a Scholarship Programme, and
4. provide a fun-filled entertaining evening of Carnival Music and Arts

To be successful, this event not only depends on individual ticket sales, but also sponsorships from area businesses and organizations.

The Launch of the 2008 Scotiabank Caribana Festival will be held on Friday, July 25, 2008 at 6:30 p.m. at the Liberty Grand, Exhibition Place, Toronto.

I, therefore, recommend that the Board approve an expenditure from the Special Fund, in an amount not to exceed \$1,500.00 to purchase tickets for a table at the Launch of the 2008 Scotiabank Caribana Festival; and that tickets be provided to interested Board members and that the remaining tickets be provided to the Chief for distribution as deemed appropriate

The Board approved the foregoing report.



Festival Management Committee

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Mr. Alok Mukherjee
Chair
Toronto Police Services Board
40 College Street
Toronto, ON M5G 2J3

Dear Alok,

At today's Launch of the 2008 Scotiabank Caribana™ Festival there were a number of senior officers present, including Deputy Chief Keith Forde. It occurred to me that the RCMP and OPP would be present at the 2008 Scotiabank Caribana™ Gala on Friday, July 25th because they have purchased tables to support this event.

It would be appreciated if the Toronto Police Services Board also purchased a table for this event. Attached is an invitation to the Gala as well as the information that you require to be a "Table Sponsor".

I am sincerely requesting the support of the Toronto Police Services Board for this inaugural event and look forward to receiving your positive response.

Regards,

Joe Halstead
Chair and CEO

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#P219. ADJOURNMENT

Alok Mukherjee

Chair