



The following *draft* Minutes of the meeting of the Toronto Police Services Board held on December 12, 2013 are subject to adoption at its next regularly scheduled meeting.

The Minutes of the meeting held on November 07, 2013 and the special meeting held on November 18, 2013, previously circulated in draft form, were approved by the Toronto Police Services Board at its meeting held on December 12, 2013.

**MINUTES OF THE PUBLIC MEETING** of the Toronto Police Services Board held on **DECEMBER 12, 2013** at 1:30 PM in the Auditorium, 40 College Street, Toronto, Ontario.

**PRESENT:**

**Dr. Alok Mukherjee**, Chair  
**Mr. Michael Del Grande**, Councillor & Member  
**Ms. Marie Moliner**, Member  
**Dr. Dhun Noria**, Member  
**Mr. Andrew Pringle**, Member

**ABSENT:**

**Mr. Michael Thompson**, Councillor & Vice-Chair  
**Ms. Frances Nunziata**, Councillor & 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 DECEMBER 12, 2013**

**#P279.           MOMENT OF SILENCE**

The Board observed a moment of silence in memory of Police Constable John Zivcic of the Toronto Police Service who died on December 2, 2013, following injuries he sustained while on duty on November 30, 2013 and in memory of Police Constable Michael Pegg of the York Regional Police who died on November 29, 2013, following an injury he sustained while on duty on November 12, 2013.

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TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 12, 2013**

**#P280. RE-APPOINTMENT: DHUN NORIA, MEMBER, TORONTO POLICE  
SERVICES BOARD**

The Board was in receipt of Order in Council 1767/2013 from the Ontario Executive Council, Province of Ontario, with respect to the re-appointment of Dhun Noria to the Toronto Police Services Board for a period of three years. A copy of the Order in Council is appended to this Minute for information.

**The Board received the Order in Council and congratulated Dr. Noria on her re-appointment to the Board.**

**Moved by: A. Pringle**



Ontario

Executive Council  
Conseil exécutif

Order in Council  
Décret

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and concurrence of the Executive Council, orders that:

Sur la recommandation de la personne soussignée, le lieutenant-gouverneur, sur l'avis et avec le consentement du Conseil exécutif, décrète ce qui suit :

Pursuant to the provisions of the Police Services Act, as amended,

**Dhun Noria, of Toronto, Ontario**

be reappointed as a member of the Toronto Police Services Board for a period of three years, effective from the date of this Order in Council.

Recommended *K. Ollivier*  
Premier and President  
of the Council

Concurred *Paul Jeffrey*  
Chair of Cabinet

Approved  
and Ordered NOV 27 2013  
Date

*[Signature]*  
Lieutenant Governor

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**#P281. IMPROVING SAFETY FOR BICYCLE COMMUTERS IN TORONTO**

The Board was in receipt of the following report November 15, 2013 from William Blair, Chief of Police:

Subject: IMPROVING SAFETY FOR BICYCLE COMMUTERS IN TORONTO

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:

At the Toronto Police Services Board meeting of August 13<sup>th</sup>, 2013 the Board requested that the Chief of Police report back on;

1. The feasibility of tracking “dooring” incidents and including this information in the Service’s annual reports, beginning with the 2014 Annual Report and;
2. that the Chief review the Board of Health Decision Letter and respond to the three points raised by the Board of Health (#6 A-B-C) in a report to the Board.  
(Min. No. P186/2013 refers.)

The opening of a motor vehicle door into the path of a cyclist or leaving a vehicle door open and unattended, where it may be struck by the cyclist, is both unlawful and hazardous. The Ontario Highway Traffic Act prohibits the unsafe opening of doors of motor vehicles, where it may interfere with the movement of or endanger any other person or vehicle. The fine for the infraction of opening a vehicle door improperly or leaving a vehicle door open is \$85.00, and upon conviction the driver of the motor vehicle will incur 2 demerit points.

Discussion:

In 2010, a comprehensive review of the Provincial Motor Vehicle Accident Report manual was undertaken. The Ontario Ministry of Transportation (MTO) reformatted and updated the manual known as the Motor Vehicle Accident Report (MVAR) through consultation with the Toronto Police Service (Service), York Regional Police Service, Waterloo Regional Police Service and the Ontario Police College.

As a result of the review, there was a decision that the action of “dooring” by a motorist in relation to a cyclist would no longer be recorded as a traffic collision. The action of a driver opening a car door while parked and a cyclist striking it was not considered to be the result of a motor vehicle being in “motion”, as defined by the MTO and, therefore, would not be a reportable collision, nor captured in collision databases. Up until the end of 2011, this type of action was captured as an “accident”, on a Motor Vehicle Collision Report (SLDR401).

The Service continues to record incidents related to cyclists. To ensure that the Service was able to track incidents of “dooring” a Routine Order 1097/13 (Cycling Collision Reporting) was published September 25<sup>th</sup>, 2013, directing members to report all cycling events on ECOPS, as a bicycle related incident.

To ensure that the Service is able to continue to track bicycle incidents; the “incident report” field criteria in the new records management system (Versadex), has been modified to include a separate category for bicycle incident - “dooring”. This separate category accommodates the tracking and reporting of these incidents.

### Enforcement

The safety of our drivers, passengers, cyclists, and pedestrians, and the safe and efficient flow of traffic are of significant concern to the Service. The Service has consistently addressed the concerns of all road users’ safety through monthly corporate and localized traffic safety campaigns. One such program, **Safety, Prevention, Awareness, Courtesy and Education Campaign (“S.P.A.C.E. to Cycle”)**, is designed to promote awareness and education by reducing the potential for cycling and wheel sport related injuries.

The Service is aware of the importance of maintaining traffic flow on all roadways, including those with bicycle lanes and cycle tracks. The impact, both in terms of rider safety and traffic flow, of one unlawfully parked vehicle is significant upon the users of these bicycle lanes and cycle tracks. All front line officers and parking enforcement personnel are to ensure compliance with parking restrictions through personal education, the issuance of parking tickets and where necessary the towing of the offending vehicles.

The institution of monthly parking blitzes for roads with bicycle lanes or cycle tracks has the capacity to create a predictable and compliant response from motorists only during blitz periods. Ongoing public education measures punctuated by periodic enforcement may ensure greater compliance in the long run.

### Conclusion:

Going forward the Service has the ability to track “dooring” incidents, and report the statistics as required. Further, the collection of this type of data will assist with developing strategies for focused education and enforcement initiatives as needed.

The Service continues to focus its efforts on encouraging safe cycling as a practical mode of transportation in our city by the continued education and enforcement of all the rules of the road as they apply to motorists, cyclists and pedestrians.

**The Board inquired as to the status of its previous recommendation that the City of Toronto develop a comprehensive policy on bicycle use and regulations as well as review the guidelines and responsibilities for cycling safety in the City (Min. No. P186/13 refers).**

**Chair Mukherjee advised the Board that staff from the City's transportation and legal divisions continue to review matters that may affect the safety of cyclists in Toronto. The review will also consider amendments to the sidewalk cycling by-law and other relevant cycling by-laws. Chair Mukherjee said that the City expects the report to be completed in 2014.**

**The Board received the foregoing report.**

**Moved by: D. Noria**

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**#P282. INTEGRATED RECORDS AND INFORMATION SYSTEM (IRIS)  
STATUS UPDATE**

The Board was in receipt of the following report November 23, 2013 from William Blair, Chief of Police:

Subject: INTEGRATED RECORDS AND INFORMATION SYSTEM (IRIS) STATUS  
UPDATE

Recommendation:

It is recommended that the Board receive this report.

Financial Implications:

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

Background/Purpose:

The Board, at its meeting of September 12, 2013, requested that the Chief of Police provide a status update regarding the implementation of the new police operations management system and how it will change the business processes with respect to records of general occurrences and centralized disclosure, as well as the impact on staffing. (Min. No. C201 refers).

Discussion:

*Status of Implementation:*

Integrated Records and Information System (IRIS) represents a business and technology upgrade for the Service and can be characterized as a modernization of the Service's information management capability from dispatched call for service to court disclosure.

The IRIS project was implemented on November 5, 2013, and delivered on time and within budget. Through change management the project was able to accommodate approximately eighty change orders to enhance system and business processes.

The following systems will be replaced:

- Enterprise Case and Occurrence Processing System (eCOPS)
- Criminal Information Processing System (CIPS)
- Field Information Reports (FIR)
- Repository for Integrated Criminalistic Imaging (RICI)
- Unified Search



While the original project scope included the replacement of the Property and Evidence Management System (PEMS), it has been determined that replacing this system will be deferred to a future date in order to allow the Versadex system to align itself with Toronto's advanced property system. As well, the project team had to take into consideration the significant volume of change for members of Property and Evidence Management Unit with the move to their new facility at virtually the same time as project implementation.

Upon implementation the Service will also see the introduction of electronic ticketing and electronic traffic warnings (eTicketing and eWarnings).

The project team is endeavoured to provide training to as many members as possible prior to implementation; the training period was the 9 weeks immediately preceding. This timeframe allowed the capacity to train 5,579 civilian and uniform members and it is estimated that approximately 80% of that number were trained.

#### *Business Process Changes:*

Business processes have been reviewed with the intention of reducing complexity and increasing automation. The following are the objectives that describe what IRIS proposes to accomplish/the business value being proposed:

- Improved quality and access of police purposes information for investigative, case management, and disclosure purposes;
- Streamlined and simplified processes that are automated where appropriate for entering, processing, and reporting of police information;
- Reduced paper as a storage medium;
- Improved supportability and reduction of overhead of support systems and technology;
- Improved information sharing ability with other police services and 3rd party agencies;
- Increased revenue and cost savings for processing of Provincial Offence Notices with e-ticketing included in the integrated solution; and
- Increased and more consistent use of technology investment through improved user interfaces, application of standards, on-going training, and communication.

The centralization of 2 key business functions and the addition of another, combined with bridging the technology of the new police operations management system and electronic disclosure software, will assist in affording the Service the opportunity to realize these benefits.

The new centralized occurrence review function will be performed by uniform and civilian personnel in a unit called General Occurrence Review (GO Review). The GO Review team will be responsible for the quality control of the general occurrence submissions from officers across the Service. The centralized GO Review process will provide support to the front line by conducting a thorough and skilled review of occurrences, ensuring that the occurrence meets a consistent corporate standard. The GO Review will ensure that all general occurrence and court case preparations meet established criteria.

Equally important is the seamless output of disclosure to our external partners. The purchase of Versadex and eJust allows the Service to greatly improve its business practices with respect to disclosure of information for court purposes. With a Centralized Disclosure (CD) process, criminal courts will be staffed with clerical personnel trained in the creation of electronic briefs using the eJust software application. They will be responsible for extracting and compiling the information gathered in Versadex to create disclosure, and will be working directly with their Ministry of the Attorney General (MAG) counterparts. This partnership will lead to the provision of efficient, streamlined disclosure.

The new Master Name Index (MNI) function is a new business process that will be introduced into the Records Management. MNI is similar to a Master Patient Index within the health care system. Every name, address, business and vehicle listed on every type of report, must be master name indexed. The MNI links an individual's name to events with which the individual is associated. Every person identified with an event is given a master name record. Should that person become associated with future events, his or her master name record will be linked to those events.

#### *IRIS Implications on Staffing:*

The Service utilized the full time equivalent efficiency savings to staff the aforementioned operational business functions introduced by the IRIS project. (These full time equivalent numbers are reflected below in the totals) The remaining shortfall in staffing was found from within the Service. Staffing implications are as follows:

- 21 positions re-deployed to the GO Review team – total 58
- 30 positions re-deployed to Records Management Services – total 35
- 11 positions re-deployed to centralized disclosure and its operation – total 33
- Class four (4) divisional clerks redeployed to divisions – total 18

*(17 divisions + Traffic Services)*

#### Conclusion:

The new police operations management system commenced operation on november 5, 2013, and was delivered on time, on budget and within scope. With the introduction of Versadex and eJust, the Service will leverage this new technology and strengthen out information management processes and business practices.

The introduction of Versadex and eJust will allow the Service to provide a more efficient, standardized, and thorough review process for its main business product – information. By becoming more efficient, the public perception of our ability to deliver exceptional customer service to the citizens of Toronto will be strengthened.

Deputy Chief Peter Sloly, Divisional Policing Command, will be in attendance to answer any questions that the Board may have.

**The Board received the foregoing report.**

**Moved by: M. Del Grande**

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**#P283. PAID DUTY RATES – JANUARY 2014**

The Board was in receipt of the following report December 03, 2013 from Alok Mukherjee, Chair:

Subject: PAID DUTY RATES - JANUARY 1, 2014

Recommendation:

It is recommended that the Board receive the attached notification from the Toronto Police Association dated December 3, 2013, with respect paid duty rates effective January 1, 2014.

Financial Implications:

There are no financial implications with regard to the receipt of this report.

Background/Purpose:

Article 20:01 of the uniformed collective agreement stipulates the following with respect to paid duty rates:

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

Police Services Board records indicate that the paid duty rates were last increased on January 1, 2009; effective that date, the rate for all classifications of constables was \$65.00 per hour. The attached notice establishes a new rate of \$66.50 per hour for constables.

Conclusion:

It is, therefore, recommend that the Board receive the attached notification from the Toronto Police Association dated December 3, 2013 with respect paid duty rates effective January 1, 2014.

**The Board received the foregoing report.**

**Moved by: M. Del Grande**



**TORONTO  
POLICE  
ASSOCIATION**

80 Yorkland Boulevard,  
Toronto, Ontario,  
Canada M2J 1R5

Telephone  
(416) 491-4301  
Facsimile  
(416) 494-4948

**Mike McCormack**  
*President*

**Dan Ross**  
*Vice President*

**Rick Perry**  
*Director  
Legal Services*

**Keith Bryan**  
*Director  
Member Benefits*

**Thomas Froude**  
*Director Civilian  
Administrative Services*

**Edward Costa**  
*Director  
Civilian Field Services*

**Mike Abbott**  
*Director Uniform  
Administrative Services*

**Rondi Craig**  
*Director  
Uniform Field Services*

**Jon Reid**  
*Director  
Uniform Field Services*

December 3, 2013

**SENT BY EMAIL ONLY**

Ms. Joanne Campbell  
Executive Director  
Toronto Police Services Board  
40 College Street  
Toronto, ON M5G 2J3  
Email: [joanne.campbell@tpsbc.ca](mailto:joanne.campbell@tpsbc.ca)

Dear Ms. Campbell:

**Re: 2014 Paid Duty Rates – Increase**

In conformance with Article 20:01 of the Uniform Collective Agreement, we are advising the Toronto Police Services Board there will be an increase in the 2014 hourly paid duty rates. Effective January 1, 2014 the Paid Duty Rates will be as follows:

	<b><u>January 1, 2014</u></b>
<b>Constables</b> (All classifications)	\$66.50 (minimum \$199.50)
<b>Sergeants</b>	\$75.00 (minimum \$225.00)
<b>Staff Sergeants</b>	\$83.50 (minimum \$250.50)

Partial hours (beyond a minimum of three hours) that an officer performs at such paid duty are paid out at the established hourly rate.

The Association will forward this information to all units today. We ask that this information be included on Routine Orders and that Unit Commanders be advised of same.

Yours sincerely,

TORONTO POLICE ASSOCIATION

Dan Ross  
Vice President

DR: tk

- c. Mr. Bill Blair, Chief of Police, TPS  
Jeanette May, Manager, Labour Relations, TPS  
TPA Board of Directors

**WE PROTECT THOSE WHO PROTECT OTHERS**

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**#P284. ANNUAL REPORT: 2013 AUDIT OF THE DRUG REPOSITORY,  
PROPERTY AND EVIDENCE MANAGEMENT UNIT**

The Board was in receipt of the following report November 19, 2013 from William Blair, Chief of Police:

Subject: AUDIT OF THE DRUG REPOSITORY, PROPERTY AND EVIDENCE  
MANAGEMENT UNIT

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:

Ontario Regulation 03/99, Adequacy and Effectiveness of Police Services, was created under the *Police Services Act* (PSA) to provide provincial standards for the delivery of policing services in six core areas. One of the requirements of the Regulation is that there are policies and procedures in place with respect to property and evidence control and the related collection, handling, preservation, documentation and analysis of physical evidence.

The provisions of the Regulation make the Board responsible for establishing policy and the Chief of Police responsible for creating processes and procedures that set the Board policies into operation.

At its meeting of November 15, 2010, the Board revised policy TPSB LE-020, Collection, Preservation and Control of Evidence and Property (Min. No. P292/10 refers). One requirement of the policy is that "The Chief of Police will ensure that internal control checks of the property/evidence held by the Service are conducted by a member(s) not routinely or directly connected with the property/evidence control function, and report the results to the Board." The reporting requirement is "Annual, on a three-year cycle (General Warehouse, Drug Repository and Firearms Storage Vault).

On December 13, 2006, Service Procedure 09-01, Property-General, was updated to include the requirement that the Unit Commander – Audit & Quality Assurance Unit "...shall ensure that an audit of property/evidence held by the Service is conducted annually and that the results of the audit are reported to the Toronto Police Services Board."

Discussion:

The Audit & Quality Assurance Unit (A&QA) has recently completed an audit of the drug repository of the Property and Evidence Management Unit (PEMU). The scope of the audit included an examination of the main systems and supporting documents along with storage, tracking and disposal of found and seized drug property.

Conclusion:

A&QA determined that the PEMU Drug Repository is in compliance with the relevant section of the *PSA* and Ontario Regulation 03/99.

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

**The Board received the foregoing report.**

**Moved by: A. Pringle**

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**#P285. ANNUAL REPORT: 2013 AWARDS GRANTED BY THE TORONTO  
POLICE SERVICES BOARD**

The Board was in receipt of the following report November 27, 2013 from Alok Mukherjee, Chair:

Subject: AWARDS GRANTED BY THE TORONTO POLICE SERVICES BOARD:  
JANUARY TO DECEMBER 2013

Recommendation:

It is recommended that the Board receive this report for information.

Financial Implications:

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

Background/Purpose:

The following Toronto Police Services Board awards were presented to members of the Toronto Police Service during the period from January to December 2013:

COMMENDATION:

PC	AHLUWALIA, Amit (10376)	23 Division
Civ.	ARTINIAN, Inis (90146)	Court Services
Sgt.	BUTT, Celeste (5199)	11 Division
PC	CAMERON, Neil (9698)	12 Division
PC	CAMPBELL, Phillip (6099)	Sex Crimes Unit
PC	CHEUNG, Christopher (10753)	52 Division
PC	COUGHLAN, Robert (9144)	51 Division
PC	DARNELL, John (9204)	12 Division
Civ.	DOLMAN, Brian (86787)	Police Services Board
PC	HARNETT, Elizabeth (9120)	51 Division
Det.	HARRIS, Debbie (4847)	51 Division
PC	JANKULOVSKI, Liljana (8311)	42 Division
PC	KAMA, Guy (9809)	51 Division
Det.	KARR, Jocelyn (2627)	54 Division
PC	KENNEDY, Mark (9569)	51 Division
PC	KHERA, Milpreet (7917)	23 Division
PC	LAM, Ian (8967)	52 Division
Sgt.	MASLOWSKI, Brian (7604)	52 Division
Civ.	McDONNELL, Blair (86078)	Communications Services

PC	McILHONE, Philip (82207)	42 Division
Civ.	McINTOSH, Anthoneil (65717)	Parking Enforcement East
PC	MILES, Jeremy (8489)	11 Division
PC	MORGAN, Christopher (10048)	11 Division
PC	NEVILLS, Shari (9747)	22 Division
PC	PARK, Sung (8462)	11 Division
Det.	RADFORD, Barry (4442)	51 Division
PC	RUPNARINE, Leonard (65608)	42 Division
PC	SEABAN, Michael (9993)	41 Division
PC	SEARLES, Ian (7706)	51 Division
PC	SINGH, Angadvir (8091)	22 Division
PC	SMITH, Rolf (7614)	12 Division
PC	TASSE, Mary (10414)	41 Division
PC	WEBER, Mark (89703)	54 Division

TEAMWORK COMMENDATION:

Det.	ADACH, Edward (6315)	Forensic Identification Services
PC	ADAMS, Todd (9114)	51 Division
PC	ALBRECHT, Irvin (5043)	Forensic Identification Services
Civ.	ANTRAM, Kristen (88630)	Homicide Squad
Civ.	ANDERSON, Shaneen (88379)	Records Management Services
Det.	ANGLE, Brian (3089) *	Hold-Up Squad
PC	ASKIN, Paul (8062)	Organized Crime Enforcement
Sgt.	AWAD, Ashraf (7780)	32 Division
Det.	BACKUS, Leslie (1063)	Drug Squad
PC	BALICE, Steven (7794)	Marine Unit
Det.	BALINT, Michael (99571)	Organized Crime Enforcement
S/Sgt.	BARSKY, Michael (4420)	Area Field
PC	BARTLETT, Alan (8860)	53 Division
S/Sgt.	BELANGER, Donald (5072)	41 Division
PC	BENOIT, Jason (7582)	Drug Squad
PC	BHO GAL, Jagdeep (10078)	23 Division
PC	BRONSEMA, Tanya (5205)	42 Division
PC	CAMPOLI, Steven (7379)	Organized Crime Enforcement
Det.	CARBONE, Mike (6967)	Homicide Squad
PC	CATON, Matthew (5993)	Intelligence Division
PC	CERESOLI, Maurizio (7735)	Organized Crime Enforcement
Civ.	CHAO, Lydia (89551)	Court Services
Det.	CHUNG, Philip (4096)	Financial Crimes Unit
PC	CIOFFI, Michael (9832)	51 Division
PC	D'ANGELO, Giuseppe (464)	Organized Crime Enforcement
PC	D'ONOFRIO, Antonio (9406)	Organized Crime Enforcement
PC	D'SILVA, Allister (8666)	Forensic Identification Services
PC	DAVEY, Amy (7317)	Sex Crimes Unit



PC	DAVIES, Richard (7960)	42 Division
PC	De SOUSA, John (8325)	Organized Crime Enforcement
Det.	DRURY, Paul (3281)	Financial Crimes Unit
PC	DUNK, Corey (9043)	51 Division
PC	DURST, Christopher (9901)	51 Division
PC	FOUGERE, Cory (8365)	51 Division
Det.	FOWLER, Wayne (2522)	52 Division
PC	GAJRAJ, Syed (8433)	Drug Squad
D/Sgt.	GALLANT, Stacy (2515)	Homicide Squad
PC	GAUTHIER, Keith (4302)	Organized Crime Enforcement
PC	GELLI, Mario (6018)	Marine Unit
PC	GEORGE, Keith (9566)	12 Division
PC	GIBBONS, Rebecca (7867)	Sex Crimes Unit
D/Sgt.	GIROUX, Gary (2268)	Homicide Squad
PC	GOULAH, Anthony (8264)	Drug Squad
PC	GREWAL, Dharmendra (8070)	52 Division
D/Sgt.	GROSS, Kimberly (1092) (x2)	Sex Crimes Unit
Sgt.	GURR, Jack (5407)	Central Field
PC	HANDY, Christine (3665)	Forensic Identification Services
PC	HARRIS, Kimberley (5322)	Organized Crime Enforcement
Sgt.	HAWCO, Bernard (803)	42 Division
PC	HOCHRADL, Stephanie (89955) *	Special Investigations Services
PC	HODKIN, Jason (5486)	Traffic Services
PC	HOELLER, Christopher (9022)	51 Division
PC	HUGHES, Paul (7745)	52 Division
Civ.	IULA, Mario (88891)	Court Services
PC	JANDER, Michael (314)	43 Division
PC	JANES, Gary (5067)	Drug Squad
PC	JEUNET-LEVAL, Laurent (8595)	12 Division
Det.	JOHNSTON, Brian (1018)	Organized Crime Enforcement
PC	JONES, Jason (8105) *	41 Division
PC	JONES, Thomas (3247)	Financial Crimes Unit
PC	KARKOULAS, Trevor (8780)	Drug Squad
PC	KASZYCA, Joseph (99691)	22 Division
PC	KATHIRAVELU, Kajamuganathan (8941)	Traffic Services
PC	KHAN, Ammar (10399)	23 Division
Det.	KHAN, Omar (7545)	Homicide Squad
CDTT.	KIM, So-Yeon (82047)	Toronto Police College
Sgt.	KLACZA, Carol (5650)	11 Division
Civ.	KLUGERMAN, Rosalia (87865)	Information Systems Services
Det.	LECK, Richelle (7546)	Homicide Squad
PC	MAGEE, Bryan (8911)	Organized Crime Enforcement
PC	MALHI, Aseem (9754)	12 Division
Civ.	MARIT, Frances (88023)	PRS-Investigative Unit
Det.	McCULLOCH, Michael (6340)	Traffic Services

Sgt.	McFARQUHAR, Brett (7763)	23 Division
Det.	McGARRY, William (3339)	Sex Crimes Unit
PC	McGOVERN, Paul (5487)	14 Division
Det.	McHUGH, James (4836) *	Hold-Up Squad
PC	McQUOID, Scott (7902)	Sex Crimes Unit
PC	MEDEIROS, Andy (7766)	Drug Squad
PC	MIRANDA, Eduardo (99918)	Drug Squad
PC	MITCHELL, Jodi (7463)	Organized Crime Enforcement
S/Sgt.	MOREIRA, Peter (470)	43 Division
PC	MORGAN, Daniel (9126)	Organized Crime Enforcement
PC	MOSHER, Krystal (9528)	31 Division
PC	MURRAY, David (8085)	Drug Squad
PC	NASNER, Stefan (2337)	Traffic Services
Civ.	NELSON-HIGGINS, Karri (88775)	Homicide Squad
Det.	NICHOL, Ian (3024)	Financial Crimes Unit
Det.	NICOL, Brett (99444) *	Professional Standards
PC	OH, David (9657)	51 Division
Sgt.	PAYTON, Howard (1678)	23 Division
PC	PERDON, Vera (10305)	23 Division
PC	PETERSEN, Kristan (5476)	Organized Crime Enforcement
Sgt.	PETRIE, Kyle (7840)	51 Division
PC	POLIAK, Mark (5227)	Traffic Services
PC	RACETTE, Allan (9032)	51 Division
PC	RATHBONE, Melanie (7990)	Traffic Services
Sgt.	REDDEN, Jeffrey (1755)	Traffic Services
PC	REGAN, Paul (9416)	52 Division
PC	REID, Chad (7359)	Drug Squad
Det.	REID, Jonathan (699)	Human Resources Management
PC	REID, Kyle (99863)	12 Division
PC	RELPH, Bradley (99478) *	41 Division
PC	ROBB, Paul (8210)	Sex Crimes Unit
PC	ROMYN, Jason (99732)	Intelligence Division
Det.	ROSETE, Lester (5188)	51 Division
PC	RUHL, Christopher (6509) (x2)	Financial Crimes Unit
PC	RUSSELL, James (8391)	Financial Crimes Unit
PC	SABADIN, Michael (8039)	52 Division
PC	SANGHA, Harjit (1160)	Financial Crimes Unit
Civ.	SANTOS, Philippe (89557)	Homicide Squad
S/Sgt.	SCANLAN, Kimberly (3797)	23 Division
Det.	SCHERK, Christopher (4306)	Drug Squad
PC	SEYMOUR, Geoffrey (7520)	Toronto Police College
PC	SHYMCHONAK, Andrei (90089)	23 Division
PC	SIDHU, Sukhvinder (5271)	Financial Crimes Unit
PC	SMALL, Bryan (9249)	Organized Crime Enforcement
PC	SMISSEN, John (7464)	Forensic Identification Services

D/Sgt.	SOBOTKA, Karl (2860)	Drug Squad
PC	STEELE, Kevin (9519)	12 Division
PC	STEVENSON, Brendan (8285)	Drug Squad
Det.	STEWART, Colin (7573)	23 Division
PC	STOJKOV, Slobodan (9664)	12 Division
PC	STOREY, Todd (7457)	Organized Crime Enforcement
PC	SZAJKOWSKI, Sofie (8897)	13 Division
Civ.	TAM, Hing (89388)	Drug Squad
PC	TAN, Mark (8954)	Organized Crime Enforcement
PC	TEIXEIRA, Andrew (65464)	Drug Squad
PC	TUCKWELL, Belinda (90067)	Financial Crimes Unit
Det.	VALLES, Shehara (4696)	Financial Crimes Unit
Sgt.	VAN SCHUBERT, Kevin (1379)	23 Division
PC	WALLACE, Robert (8565)	Drug Squad
Det.	WATTS, Steven (4007)	Organized Crime Enforcement
Civ.	WHITELY, Paulette (88095)	Area Courts
Civ.	WILLIAMS, Hilary (86718)	Intelligence Division
Sgt.	ZEBESKI, David (7674)	Marine Unit
Det.	ZELNY, John (836)	Drug Squad

Members who were unable to attend the ceremonies were presented with their awards at the unit level.

In summary, there were a total of 33 Commendations and 138 Teamwork Commendations during 2013.

*Note - \* Certificates prepared in 2013 in recognition of an award granted but not presented in 2006.*

The following Toronto Police Services Board awards were presented to members of the community during the period from January to December 2013:

#### COMMUNITY MEMBER AWARD

NAME	SUBMITTED BY:
ALEKOZAI, Suhaib	33 Division
ALI, Zeshaan	43 Division
BACCHUS, Fazil	Organized Crime Enforcement
BONE, Lorne	51 Division
BOUCAUD, Trevor	51 Division
BRONSON, Robert	11 Division
BROWN, Lawrence	51 Division
BRUNDRETT, Richard	Sex Crimes Unit
BUJOLD, Christine	Sex Crimes Unit
BUSBY, Mervin	42 Division

CHEESEMAN-JOHN, Joshua	52 Division
CHOWDHURY, Samiha	42 Division
CLARKE, Katie	32 Division
CONNOR, Callahan	54 Division
CORNWALL, Stanley	Organized Crime Enforcement
DALEY, Kadeem	43 Division
DARBANDI, Christian	33 Division
De FREITAS, Maria	13 Division
DEWAR, Keith	23 Division
D'SOUZA, Ryan	43 Division
ELLER, David	42 Division
FLEET, Laurie	23 Division
GALKINA, Anna	14 Division
GARRINGTON, Jamie	43 Division
GERECH, Tom	43 Division
GOREVSKI, Doug	23 Division
GRAHAM, Brian	Marine Unit
HARRISON, Jeffrey	Sex Crimes Unit
HOMIER, Paul	Traffic Services
JANKIE, Patrick	43 Division
JASANI, Clara	54 Division
JASANI, Siraj	54 Division
JEYANESAN, Niran	31 Division
JOHNSON, Christopher	31 Division
JUDGE, Christopher	41 Division
KEENE, Allistair	Marine Unit
KIRBY, Maryanne	Marine Unit
KLOS, Mary	42 Division
KUUTS, Inge	Sex Crimes Unit
LAI, Yu Ki	43 Division
LIN, Wayne	52 Division
LOPEZ, Francisco	43 Division
LORD, Diana	22 Division
LOZINSKI, Frank	54 Division
LY, Richard	43 Division
MANCINI, Susan	43 Division
MARS, Michael	42 Division
MEYLER, Emma	42 Division
MIA, Nuran	42 Division
MIKALACHKI, Nina	52 Division
MONTGOMERY, Mitchell	11 Division
MOORE, Peter	22 Division
MORGAN, Rushida	43 Division
MORRIS, Marlon	51 Division
MOSHI, Akram	31 Division

MUELLER, Heiko	54 Division
O'NEILL, Austin	43 Division
PANAGAKOS, John	54 Division
PARKER, Pamela	Organized Crime Enforcement
PAULSEN, Chris	54 Division
PAYNE, Tobius	11 Division
PEARSON, Jeremy	Marine Unit
PHYSICK, Ian	43 Division
RAIT, David	41 Division
SAINI, Tajinder	31 Division
SANITA, Maurizio	23 Division
SARGENT, Kenneth	Sex Crimes Unit
SCHINAS, Leonidas	51 Division
SPINDLER, Julie	23 Division
STAMATAKIS, Nick	43 Division
SUDHAI, Sabrina	43 Division
THANAWALA, Akbar	54 Division
TOPPS, Morgan	54 Division
VAN HEE, Gregory (x3)	23 Division
WEBSTER, Richard	Marine Unit

PARTNERSHIP AWARD

NAME	SUBMITTED BY:
ARAMA, David	41 Division
CALPITO, Don	Homicide Squad
COCHRANE, Raymond	Marine Unit
COLLINS, Peter, Dr.	Emergency Task Force
DINIRO, Steve	Sex Crimes Unit
DOBSON, Michael	Financial Crimes Unit
EASSON, Larissa	Traffic Services
EISEN, Mark	Sex Crimes Unit
FAIRBURN, Michal	Homicide Squad
FARRELL, Thomas	Financial Crimes Unit
FELDCAMP, Lisa	Financial Crimes Unit
FORTIER, Danielle	Homicide Squad
GIBSON, Alan	Traffic Services
GINN, Sarah	Traffic Services
GORDON, Sandy	Sex Crimes Unit
HACKETT, Jeff	Financial Crimes Unit
HAYES, Jennifer	Financial Crimes Unit
HEISLER, Frank	Sex Crimes Unit
HOLLIDAY, Jonny	11 Division
JENSEN, Greg	Financial Crimes Unit
JOLICOEUR, Rachel	Financial Crimes Unit

LEGERE, Val	Toronto Police College
LOGAN, Gary	Traffic Services
MacCORMACK, Brent	Marine Unit
MARSHALL, Tyler	11 Division
METZGER, Kathy	Traffic Services
MOFFETT, Carolyn	Homicide Squad
NADEAU, Elizabeth	Homicide Squad
NASH, Robb	11 Division
NETTLETON, Zachary	Financial Crimes Unit
PARIS, Vincent	Homicide Squad
PATTERSON, Scott	Traffic Services
PEDIAS, Chris	Financial Crimes Unit
QUINN, Kirk	Traffic Services
RAMOUTAR, Jennifer	Financial Crimes Unit
RHINELANDER, Catherine	Homicide Squad
RICHLEY, Ryan	11 Division
RINGLER, Julia	Financial Crimes Unit
ROSE, Kristen	Financial Crimes Unit
RUSSELL, Mark	Financial Crimes Unit
SALIBA, Kevin	Sex Crimes Unit
SCOTT, Tim	Financial Crimes Unit
SCUTT, John	Traffic Services
SPENCER, Steve	Financial Crimes Unit
STANISCIA, Maria	Financial Crimes Unit
STANLEY, Derek	Financial Crimes Unit
STROUD, Leslie Allan	41 Division
THROOP, Gerry	Sex Crimes Unit
TRUMBLE, Wendy	Financial Crimes Unit
WELK, Daniel	Financial Crimes Unit
WELLER, Terry	Traffic Services
WOOD, Natalie	Financial Crimes Unit
WRAY, John	Financial Crimes Unit
ZAC, Stevenson	Traffic Services

In summary, there were a total of 77 Community Member Awards and 54 Partnership Awards presented during 2013. Members of the community who were unable to attend the ceremonies were presented with their awards by the units who had submitted them for nomination.

Conclusion:

The purpose of the report is to provide a record of awards granted by the Toronto Police Services Board during the period from January to December 2013.

**The Board received the foregoing report.**

**Moved by: A. Pringle**

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE  
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 12, 2013**

**#P286. ANNUAL REPORT: 2014 COMMUNITY EVENTS FUNDED BY THE  
SPECIAL FUND**

The Board was in receipt of the following report October 24, 2013 from William Blair, Chief of Police:

Subject: REQUEST FOR FUNDS: ANNUAL COMMUNITY EVENTS - 2014

Recommendation:

It is recommended that the Board receive this report.

Financial Implications:

The Board's Special Fund will be reduced by \$76,800.00, which is the total cost of expenditures related to the annual events listed in this report. The costs are based on the funding requests for 2013, as well as any projected increases in costs.

Background/Purpose:

The Board at its meeting on July 22, 2010, granted standing authority to the Chair and the Vice Chair to approve expenditures from the Board's Special Fund for a total amount not to exceed \$10,000.00 per individual event for internal and community events annually hosted in whole or in part by the Board and the Service. The Standing Authority would only apply to events that are to be identified in a list which is provided to the Board for information at the beginning of each calendar year (Min. No. P208/10 refers).

This report provides the internal and community events that are scheduled to take place in 2014.

Discussion:

The Board and the Toronto Police Service participate in and / or organize many community events and / or initiatives, both internally and externally throughout the year. These events serve to increase public awareness of significant contributions made by community members in Toronto. They also provide a unique opportunity for members of the Service and members of the public to join together and celebrate the diversity that makes Toronto a vibrant city.

The Service's participation in these community events serves to increase awareness amongst Service members about the traditions and contributions of the many diverse communities.

The Service also participates in raising money for worthwhile charitable causes such as the United Way. The consultative groups have contributed financially to these events and they also volunteer their time and effort in order to ensure that the events are successful.

The Board and the Service recognize the importance of engaging members of the community along with police officers in various programs, initiatives, and events that provide opportunities for community members to interact with police officers in positive ways.

The Divisional Policing Support Unit (DPSU) is responsible for co-ordinating many events at Police Headquarters and other locations throughout the City during the year. These events are intended to promote positive relations between the police and the diverse communities which showcase our advancements and continued partnerships in these areas.

The community events coordinated by DPSU for which funding has been provided by the Board are:

- Black History Month
- Asian Heritage Month
- Board and Chief's PRIDE Reception
- National Aboriginal Day
- Caribana Kick-Off Celebration and Caribana Float
- LGBT Youth Justice Bursary Award
- Caribbean Carnival Kick-off Event and Float
- Annual Community Police Consultative Conference
- International Francophonie Day
- National Victims of Crime Awareness Week

#### 2014 Events:

The following chart provides a list of annual events hosted / co-hosted by the Service that are scheduled to take place in 2014, as well as a breakdown of the historical requests for funding for the years 2012 and 2013.

<b>Event</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
Black History Month Celebration	6,000	6,000	6,000
Torch Run / Special Olympics	5,000	5,000	5,000
United Way Campaign	10,000	10,000	10,000
Asian Heritage Month Celebration	5,000	5,000	5,000
Board & Chief's Pride Reception	3,000	3,000	3,000
National Aboriginal Day	5,000	5,000	5,000
LGBT Youth Justice Bursary Award	3,000	3,000	3,000
Caribbean Carnival Kick-off Event & Float	10,000	10,000	10,000
Youth in Policing Initiative Luncheons	1,500	2,800	2,800
Annual Community Police Consultative Conference	8,500	8,500	8,500
International Francophonie Day	5,000	5,000	5,000
National Victims of Crime Awareness Week	0	500	500
Toronto Police Cricket Club			9,000
<b>Chief of Police Fundraising Gala/Victim Services</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>
<b>Total</b>	<b>66,000</b>	<b>67,800</b>	<b>76,800</b>



All requests for funding have remained consistent with the immediately preceding years having regard to the financial constraints imposed on expenditures from the Special Fund (Min. No. P100/11 and P337/11 refer). In 2011, due to the budget restraints, the Board was only able to provide funding for Black History Month, Asian Heritage Month and International Francophonie Day (Min. No. P307/11 refers). Those events that received no funding from the Board, although still hosted and / or supported by the Service, had to be scaled back significantly, creating considerable disappointment within the respective communities, who look forward to the opportunity to celebrate partnerships with the Service through an expression of cultural heritage, diversity and community building. In 2012 and 2013, events were organized on a lesser scale attributable to the continuing fiscal uncertainty, respective timelines, and operational and personnel pressures.

### Changes to Annual Request

At its meeting held on March 27, 2013 the Board approved an amendment to the Special Fund Policy granting standing authority to the Chair and Vice-Chair to approve an annual contribution of up to \$25,000 from the Special Fund for Victim Services Toronto (Min. No. P73/13 refers). Therefore, the Victim Services Program annual request of \$8,000 has been removed from the annual request for funds as it will be subsumed in new annual funding.

In addition, the Service hosted its first National Victims of Crime Awareness Week in 2013, for which the Board, at its meeting of April 25, 2013, approved annual funding of \$500.00, and requested that the event be added to the list of community events (Min. No. P118/13 refers). Also, at its meeting held on June 20, 2013, the Board approved \$9,000.00 from the Special Fund to help offset the 2013 maintenance cost of the Toronto Police Service Cricket Club (TPSCC) playing field and that effective 2014, the cost of maintaining the TPSCC playing field be included in the list of annual request for Special Fund provided by the Chief (Min. No. P162/13 refers).

The Native Child and Family Services of Toronto Annual Children in Care Holiday Party has been removed from the list of events as it no longer meets the criteria for funding (Min. No. P73/13 refers).

The 2014 list of annual events has been amended to reflect the aforementioned changes.

The following list includes the areas that are considered when establishing a budget for a particular community / cultural event:

- Venue
- Food and Refreshments
- Posters, Frames & Printing
- Exhibits & Displays
- Speakers/Presenters
- Entertainment
- Honourariums

- Transportation
- Incidentals

Any funds not utilized will be returned to the Board. The Service also considers alternative sources of funding to help offset the costs that are incurred when hosting a particular community event. For example, when an event has been held in a particular community, in addition to funding from the Board, the Community Consultative Committee, where one exists, has contributed funds towards the cost of the event from monies received by the Board for their respective Consultative Committee. Community members have also absorbed some of the cost associated with a particular event.

All of the above noted requests for funding from the Board's Special Fund have been reviewed to ensure that they meet the criteria set out in the Board's Special Fund Policy and that they are consistent with the following Service Priorities:

- Focusing on People With Distinct Needs
- Focusing on Child and Youth Safety
- Focusing on Violence Against Women
- Delivering Inclusive Police Services

The Service will notify the Board office six weeks in advance of each event approved to receive funds, so that a cheque can be issued.

Conclusion:

Strong community/police partnerships are based on mutual trust, respect, understanding and are essential for the safety and well-being of all members of our community. The Board and the Service's participation in these events reinforces a continued commitment to working with our diverse communities and it also aims at fostering mutually respectful and beneficial relationships.

Deputy Chief Peter Sloly, Divisional Policing Command, will be in attendance to respond to any questions that the Board may have regarding this report.

**The Board received the foregoing report.**

**Moved by: D. Noria**

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE  
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 12, 2013**

**#P287.           MEDIATION FOR PUBLIC COMPLAINTS PROGRAM**

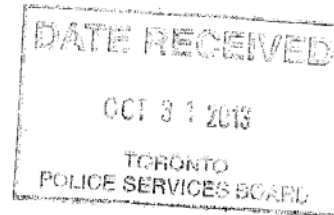
The Board was in receipt of correspondence dated October 25, 2013 from Gerry McNeilly, Independent Police Review Director, with regard to a mediation program for public complaints. A copy of the correspondence is appended to this Minute for information.

**The Board received the correspondence from Mr. McNeilly.**

**Moved by:   D. Noria**

October 25, 2013

Dr. Alok Mukherjee  
Chair  
Toronto Police Services Board  
40 College Street, 7th Floor  
Toronto, Ontario  
M5G 2J3



Dear Dr. Mukherjee:

**Subject: Mediation for Public Complaints Program**

I am writing to introduce a new initiative at the Office of the Independent Police Review Director (OIPRD). The OIPRD Mediation for Public Complaints program will be launched in November 2013. The mediation program will predominately be available for informal resolution under Part V of the *Police Services Act*. It is a voluntary, alternative dispute resolution process designed to encourage communication and problem solving between a complainant and a police officer.

Mediation has been requested by numerous police services and Justice LeSage, in his review of the public complaints system, recognized that the involvement of mediation would improve the public complaints process. Under the *Police Services Act*, informal resolution can be attempted any time after a conduct complaint is referred for investigation and prior to going to a hearing, where the complainant and the respondent officer agree. Informal resolution can also be recommended at the conclusion of an investigation that is substantiated less serious. As a result, the OIPRD is offering mediation services throughout these stages of the complaint process.

We have contracted mediation services to provide mediation throughout the province. We encourage mediators to use the community mediation model of mediation. This is a facilitative and transformative model where the complainant and the respondent officer meet together with the assistance of a neutral mediator to resolve the complaint. It gives both parties the opportunity to work together to develop a mutually agreeable resolution.

The potential benefits of mediation for police services include officers gaining a better understanding of their interactions with civilians and having an opportunity to explain their actions and learn from their behaviour. Complainants can benefit from a better understanding of policing and having the opportunity to express their views. The potential benefits for the public complaints system include greater efficiency and cost savings through avoiding lengthy investigations.

You can find more information about the mediation program on our website at: [www.oiprd.on.ca](http://www.oiprd.on.ca). I believe that this new initiative can greatly benefit all parties involved, lead to a more effective and



efficient public complaint system and contribute to the trust and confidence the public has in Ontario's police services.

Sincerely,



Gerry McNeilly  
Independent Police Review Director

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE  
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 12, 2013**

**#P288. TORONTO POLICE SERVICE 2014 – 2016 BUSINESS PLAN**

The Board was in receipt of the following report November 19, 2013 from Alok Mukherjee, Chair:

Subject: TORONTO POLICE SERVICE 2014 - 2016 BUSINESS PLAN

Recommendations:

It is recommended that:

- (1) the Board approve the 2014 - 2016 Business Plan;
- (2) the Board forward a copy of the approved Business Plan to Toronto City Council for information; and
- (3) upon receipt of the Chief's Service Performance Year-End Report, the Board review the Priorities and Goals contained within the Business Plan to ensure that they continue to accurately reflect the Board's priorities.

Financial Implications:

There are no financial implications arising from the recommendations contained in this report.

Background/Purpose:

Section 30 (1) of the Adequacy and Effectiveness Regulation (O. Reg. 3/99) of the *Police Services Act* (the PSA) requires the Board to prepare a business plan, at least once every three years. In accordance with Ministry guidelines and the Board Business Plan Policy (attached), the Board, in partnership with the Chief of Police, prepares a strategy for the development of a business plan, consistent with the requirements of the Adequacy and Effectiveness Regulation.

At its meeting held on December 13, 2012, the Board approved that a Business Planning Steering Committee be established to oversee the preparation of the 2014 – 2016 Business Plan (Min. No. P313/12 refers). The Committee comprised of the Board Chair, Vice-Chair, Councillor Del Grande, Kristine Kijewski, Director Corporate Services, as well as Board and Service staff.

Discussion:

Attached for the Board's approval is the Toronto Police Service 2014 – 2016 Business Plan (the Business Plan). The Business Plan includes:

- the Toronto Police Service's Vision, Mission, and Values,
- an introductory message from the Chair and the Chief;
- a police service delivery overview,
- the Service's organizational chart and descriptions of each of the Command areas,
- highlights from the Service's 2011 Environmental Scan and the 2013 Environmental Scan Update,
- the Priorities, Goals, and Performance Objectives/Indicators,
- a summary of the Service's financial status,
- a summary of the Service's Human Resources strategy,
- a summary of the Service's Information Technology plan; and,
- a summary of the Service's Infrastructure program.

In preparation of the Business Plan, the Toronto Police Service (the Service) and the Board engaged in extensive community consultation. The Service engaged stakeholders during the environmental scanning process. The scan examined a number of policing issues such as types of crime, calls for service, crime prevention initiatives, public disorder trends, as well as any other policing and public safety matter within the community. As well, the Board, through the Business Plan Working Group, engaged in three consultations related to the draft Priorities for the new Business Plan. Information compiled from the consultation processes was analyzed and used to identify and develop Service priorities which form part of the Business Plan.

The proposed Business Plan includes three Priorities, i) Safe Communities and Neighbourhoods, ii) Economic Sustainability & Operational Excellence, and iii) High Quality, Professional Service to the Community. Goals within the three priorities reflect stakeholders' suggestions regarding the need to focus on accountability, succession planning, professionalism, road and pedestrian safety, community engagement, people with distinct needs, et cetera. As well, they reaffirm the Board and Service commitment to building public trust and confidence through community engagement and addressing the needs of our community, through continuous improvement and openness to change, through effective and efficient processes and operations, as well as through the provision of bias-free, accountable, professional policing services.

It should be noted that the priorities and goals do not represent all of policing, nor does the Board's approval of this Business Plan mean that issues not mentioned will be ignored. The Service's Priorities are simply those areas to which specific emphasis will be given.

This Plan will remain in effect for a period of three years. It is intended, however, that upon receipt of the Chief's Service Performance Year-End report, there will be an opportunity to review the Plan to determine the continued relevance of the Priorities and Goals.

#### Conclusion:

Therefore, it is recommended that:

- (1) the Board approve the 2014 - 2016 Business Plan;
- (2) the Board forward a copy of the approved Business Plan to Toronto City Council for information; and

- (3) upon receipt of the Chief's Service Performance Year-End Report, the Board review the Priorities and Goals contained within the Business Plan to ensure that they continue to accurately reflect the Board's priorities.

Upon approval by the Board, the Business Plan will be posted to the Board's and the Service's websites.

**Mr. John Sewell, Toronto Police Accountability Coalition, was in attendance and delivered a deputation to the Board. A written copy of Mr. Sewell's deputation is on file in the Board office.**

**Ms. Kristine Kijewski, Director, Corporate Services, and Ms. Carrol Whynot, Senior Planner, Corporate Planning, were in attendance and provided a summary of the 2014-2016 Business Plan. Ms. Kijewski and Ms. Whynot also responded to questions by the Board.**

**The Board referred to Mr. Sewell's recommendation that the TPS establish specific measureable targets for the priorities as opposed to general targets such as "increasing" or "decreasing" activities related to a particular goal. The Board concurred with the recommendation to create better identifiable indicators for measuring the performance of TPS activities and services.**

**The Board approved the following Motions:**

- 1. THAT the Board approve the foregoing report;**
- 2. THAT the Board request that Ms. Kijewski continue to work with the Business Planning Steering Committee to develop specific measurable indicators for the priorities; and**
- 3. THAT the Board receive Mr. Sewell's deputation and written submission.**

**Moved by: D. Noria**



**An electronic version of the Business Plan is not available at this time.**

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE  
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 12, 2013**

**#P289.        AGREEMENT    WITH    TORONTO    TRANSIT    COMMISSION  
                 REGARDING SPECIAL CONSTABLES**

The Board was in receipt of the following report November 28, 2013 from Albert Cohen, Director, Litigation, City of Toronto – Legal Services Division:

Subject:    Agreement with Toronto Transit Commission Regarding Special Constables

Recommendation:

It is recommended that the Board:

- (1)    approve the agreement between the Board and the Toronto Transit Commission regarding the appointment and governance of special constables, attached as Appendix "A" to this report;
- (2)    forward the draft agreement to the Minister of Community Safety and Correctional Services for review and approval;
- (3)    authorize the Chair to execute the agreement on its behalf, subject to the Minister's approval.

Background:

At its meeting held on October 7, 2013, the Board approved a request from the Toronto Transit Commission (TTC) for the initiation of the process for re-appointment of TTC security officers as special constables pursuant to section 53 of the Police Services Act (the Act) (Minute No. P246/13 refers).

At that meeting the Board also requested a report from the City Solicitor, in consultation with the Chief of Police, regarding an agreement between the Board and the TTC to govern the appointment and deployment of TTC security personnel as special constables

Discussion:

The attached agreement is the product of many months of negotiations between representatives of the Board, the Chief and the TTC to develop an agreement that would govern the appointment of TTC security personnel as special constables to assist them in carrying out their functions as security officers. Among other things, the agreement is designed to address the concerns that arose regarding the previous agreement between the Board and the TTC regarding special constables which was in force prior to the termination of the TTC special constable program in February 2011.

The agreement now contains more detailed limitations on the authority granted to the special constables and clarifies the roles of the Board, the TTC and the Service in overseeing the appointment, training and deployment of special constables.

The agreement also contains provisions in section 10.3 and Schedule "D" designed to address the specific concerns raised by Councillor and Board member Michael Thompson at the meeting of October 7, 2013 in regard to the establishment of an independent third party to address concerns about whether the TTC has complied with the complaints procedure. Representatives of the TTC have advised that the City Ombudsman has indicated her willingness to perform the review function. Section 10.3 of the agreement and the relevant portions of Schedule "D" have been broadly drafted simply to address the possibility that, theoretically, the Ombudsman may choose to withdraw from that role at some point in the future.

Section 53 of the Act requires the Minister's approval of the Board's appointment of special constables. While the Act doesn't specifically address the Minister's approval of an agreement between the Board and an agency with which the Board has instituted a special constable program, the Board has historically sought approval of the Minister for previous versions of the agreement. Given that the agreement will govern the activities of those designated special constables, approval of the agreement is intertwined with the Minister's approval of the appointments. Therefore, it is recommended that if the Board approves the agreement, it should provide the draft agreement to the Minister for review and approval. Once such approval has been obtained, the Board and the TTC could execute the agreement. The TTC could then submit applications to the Board for the appointment of some of its security officers as special constables, which, again, would have to be approved by the Minister subsequent to Board approval.

The Chief has been consulted about this report and is in agreement with it.

**The Board was also in receipt of correspondence dated December 05, 2013 from Fiona Crean, Ombudsman, City of Toronto, with regard to the Ombudman's role in investigating complaints against TTC special constables. A copy of Ms. Crean's correspondence is appended to this Minute for information.**

**Mr. Miguel Avila was in attendance and delivered a deputation to the Board with regard to this matter.**

**Mr. Andy Byford, Chief Executive Officer, and Mr. Michael Atlas, Legal Counsel, Toronto Transit Commission, were in attendance and responded to questions by the Board about the special constable program.**

**The Board approved the following Motions:**

- 1. THAT the Board receive Mr. Avila's deputation;**
- 2. THAT the Board approve the report from Mr. Cohen;**

- 3. THAT the Board receive the correspondence from Ms. Crean; and**
- 4. THAT the Board authorize the Chair to contact Ms. Crean in order to clarify the procedure that will be established with regard to any complaints about the policies of the special constable program or the services provided by, or the conduct of, special constables as described in the foregoing agreement between the Board and the TTC.**

**Moved by: M. Del Grande**

## APPENDIX "A"

THIS AGREEMENT MADE THIS                      DAY OF                      , 2013

BETWEEN:

### TORONTO POLICE SERVICES BOARD

- and -

### TORONTO TRANSIT COMMISSION

#### BACKGROUND:

- A. The Toronto Police Services Board (the "Board") is responsible for the provision of adequate and effective police services in the City of Toronto pursuant to the provisions of Part III of the *Police Services Act*, R.S.O. 1990 Chap. P-15, (the "*PSA*").
- B. The Toronto Police Service delivers police services to the City of Toronto in accordance with the *PSA*.
- C. The Toronto Transit Commission (the "TTC") is a local passenger transportation commission operating within the Greater Toronto Area. The TTC is a city board of the City of Toronto and operates a transit system pursuant to the provisions of the *City of Toronto Act, 2006*, S.O. 2006, c. 11, Schedule A, as amended (the "*COTA*").
- D. The TTC has the authority to enact by-laws regulating the use of its transit system in accordance with s. 143 and Part XV of the *COTA* and has enacted TTC By-law No. 1, a by-law regulating the use of the Toronto Transit Commission local passenger transportation system.
- E. The TTC has established a Transit Enforcement Unit (the "TE Unit") to protect the integrity of the transit system and to perform security functions with respect to TTC properties and assets, in order to ensure that the TTC properties and assets are protected and that the transit system remains a safe and reliable form of transportation.
- F. The Board has authority pursuant to section 53 of the *PSA* to appoint individuals as special constables, for such period, area, and purpose that the Board considers expedient, subject to the approval of the Ontario Minister of Community Safety and Correctional Services or such person designated under the *PSA* to provide such approval.
- G. The TTC has applied to the Board to have some of the persons it employs within its TE Unit appointed as special constables within the geographical area of the City of Toronto identified in this Agreement.

- H. The TTC currently employs personnel within the TE Unit as “transit enforcement officers”, which personnel are not currently appointed as special constables.
- I. The Board considers it expedient to have certain of the TTC’s TE Unit personnel appointed as special constables in order to provide the security functions of a TTC Transit Enforcement Officer set out below in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants set forth below, the parties agree as follows:

**ARTICLE 1 – DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement,

“**Act**” or “**regulation**” are defined in the *Interpretation Act, R.S.C., 1985, c. I-21*, or, as defined in s. 87 of the *Legislation Act, 2006, S.O. 2006, c. 21, Schedule F*, whichever applies.

“**Agreement**” means this Agreement setting out the requirements relating to the appointment of persons employed by the TTC as special constables in accordance with section 53 of the *PSA*.

“**CEO**” means the TTC’s Chief Executive Officer.

“**Chief**” means the Chief of Police for the Toronto Police Service.

“**City of Toronto**” means the city as defined in section 125 (1) and (2) of the *COTA* and contained within the geographical boundaries of Steeles Avenue, south to Lake Ontario and between the east side of Etobicoke Creek and Highway 427, over to the west side of the Rouge River and Rouge Park.

“**Claims**” has the meaning as set out in section 15.4 of this Agreement.

“**Code of Conduct**” means the written policy the TTC shall have in accordance with sections 4.15 and 6.4(b) of this Agreement setting out the roles and responsibilities of TTC Transit Enforcement Officers.

“**Complaint**” means a written and signed allegation from:

- (a) a member of the public concerning the conduct of a TTC Transit Enforcement Officer;
- (b) a member of the public concerning the policies of, or the services provided by, the TTC Transit Enforcement Officer Program; or
- (c) sources internal to the TTC concerning the conduct of a TTC Transit Enforcement Officer.

**“Complaints Investigation Procedure”** means the complaint investigation procedure developed in accordance with Article 10 and Schedule “D” of this Agreement.

**“Equipment”** means the equipment and vehicles used by TTC Transit Enforcement Officers in the performance of their duties, as identified in Article 13 of this Agreement.

**“Fresh Pursuit”** has the meaning as set out section 5.6 of this Agreement.

**“Initial Term”** has the meaning as set out in section 5.1 of this Agreement.

**“Indemnified Parties”** has the meaning as set out in sections 15.4 of this Agreement.

**“Minister”** means the Ontario Minister of Community Safety and Correctional Services or any other Minister responsible for special constables under the *PSA*.

**“Ministry”** means the Ontario Ministry of Community Safety and Correctional Services or any other ministry responsible for special constables under the *PSA*.

**“Officer in Charge”** is defined in s. 493 of the *Criminal Code of Canada* and means the officer for the time being in command of the Service responsible for the lock-up or other place to which an accused is taken after arrest or a peace officer designated by him for the purposes of this Part who is in charge of that place at the time an accused is taken to that place to be detained in custody.

**“Parties”** means collectively the Board and the TTC, and **“Party”** means either the Board or the TTC.

**“Renewal Term”** has the meaning set out in section 5.1 of this Agreement.

**“Schedules”** means the following Schedules to this Agreement:

- Schedule “A” – TTC Transit Enforcement Officer Acknowledgment Form;
- Schedule “B” – Training Requirements;
- Schedule “C” – Response and Reporting Requirements; and
- Schedule “D” – Complaints Investigation Procedure Criteria.

**“Service”** or **“TPS”** means the Toronto Police Service.

**“Special Constable Liaison Office”** means the liaison officer(s) designated by the Chief pursuant to section 2.4 of this Agreement.

**“Training Requirements”** means the training courses developed by the TTC for TTC Transit Enforcement Officers in accordance with Article 12 and Schedule “B” to this Agreement.

**“Transit System”** means the local passenger transportation system established within the City of Toronto operated by or on behalf of the TTC and includes rapid transit, subways, buses, streetcars and wheel-trans services.

**“TTC”** means the Toronto Transit Commission as defined in s. 3 and Part XVI of the *COTA*.

**“TTC By-law No. 1”** means that by-law or by-laws regulating the use of the Toronto Transit Commission local passenger transportation system enacted by the TTC in accordance with s. 143 and Part XV of the *COTA*, which by-law or by-laws may be amended by the TTC from time to time..

**“TTC Property”** means all lands, facilities, structures, stations and vehicles owned, leased, occupied or maintained by the TTC, but does not include a highway as defined in the *COTA*.

**“TTC Transit Enforcement Officer”** or **“T.E.O.”** means a person employed by the TTC who is a “proper authority” within the meaning of TTC By-law No. 1 and who has been appointed by the Board, and approved by the Minister, as a special constable in accordance with s. 53 of the *PSA*, with powers and duties as set out in the appointment and this Agreement.

**“TTC Transit Enforcement Officer Program”** means the program established by the TTC to: (a) ensure compliance with the terms and conditions of this Agreement, (b) govern the appointment process of a T.E.O., and (c) monitor the on-going conduct of T.E.O.s.

- 1.2 Any technical term used in this Agreement that is not defined will have the generally accepted policing or technical meaning given to such term.
- 1.3 The division of this Agreement into Articles, Sections, Schedules (A – D) and the insertion of headings are for convenience and reference only and shall not affect the construction or interpretation of this Agreement.
- 1.4 In this Agreement, words in the singular include the plural and vice versa and words in one gender include all genders and "includes" or **“including”** mean **“including without limitation”** and is not to be construed as limiting any general statement which it follows to the specific or similar items or matters immediately following it.
- 1.5 This Agreement, including all Schedules and Attachments hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties and there are no representations, warranties, conditions or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth herein.



- 1.6 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

## **ARTICLE 2 - ADMINISTRATION OF AGREEMENT**

- 2.1 (a) If this Agreement is breached by the TTC and such breach is not rectified to the satisfaction of the Board within thirty (30) days after written notice of such breach is given by the Board to the TTC, the Board may:
- (i) suspend or terminate the special constable appointment of any T.E.O., either individually or collectively as the case may be, subject to the requirements set out in subsections 53(6) and 53(8) of the *PSA*, or any successor provisions; and
  - (ii) terminate this Agreement.
- (b) If this Agreement is breached by a T.E.O., the Board may suspend or terminate his or her appointment immediately, subject to the requirements set out in subsections 53(6) and 53(8) of the *PSA*, or any successor provisions.
- 2.2 This Agreement may be amended from time to time by written consent of the Parties, subject to any required notification to, and approval of, the Minister under section 53 of the *PSA*.
- 2.3 For the purposes of the administration of this Agreement, the Board may designate the Chief to perform some or all of the Board's administrative functions under this Agreement, and will notify the TTC accordingly.
- 2.4 The Chief may designate one or more members of the Service as Special Constable Liaison Officers with respect to one or more operational aspects of this Agreement as specified from time to time, and will notify the CEO accordingly.
- 2.5 For the purposes of the administration of this Agreement, the TTC may designate the CEO to perform some or all of the TTC's administrative functions under this Agreement, and will notify the Board accordingly.
- 2.6 The CEO may designate one or more members of the TTC as a liaison officer with respect to one or more operational aspects of this Agreement as specified from time to time, and will notify the Chief accordingly.
- 2.7 In order to ensure accountability, the Board, or its designate, may audit the TTC's Transit Enforcement Officer Program in order to ensure compliance with the terms and conditions of this Agreement and any appointment of a T.E.O. The compliance audit shall be conducted in a manner that minimizes disruptions to the TTC's operations.

- 2.8 Should any dispute arise between the TTC and the Service in respect to the administration of this Agreement delegated by the Board and the TTC pursuant to this Article, it shall be resolved by discussion between their respective liaison officers, failing which it will be referred to the Chief and the CEO for resolution.
- 2.9 The TTC and Board acknowledge and agree that the TTC currently operates a transit system in areas outside the City of Toronto and that nothing in this Agreement shall prevent the TTC from applying to other police service boards to provide special constable authority on a T.E.O. with respect to areas outside the City of Toronto. This Agreement shall not apply to activities undertaken by the TTC or T.E.O.s which are outside the City of Toronto and governed by another agreement with a police services board.

### **ARTICLE 3 – CANDIDATES FOR THE APPOINTMENT OF TTC TRANSIT ENFORCEMENT OFFICERS**

- 3.1 The TTC shall ensure that all candidates for appointment as special constables meet all of its own internal selection criteria for employment and the then current Ministry's publication entitled: "Special Constables: A Practitioner's Handbook", section 3; *Selection of Special Constables*, or any successor publication, before it offers the candidate for consideration for appointment.
- 3.2 At the recommendation of the Chief, the Board may appoint an applicant who has been put forward by the TTC for appointment as a special constable in accordance with the *PSA* and who has met the qualifications set out in this Agreement, subject to the approval of the Minister.
- 3.3 The Parties agree that the term of the appointment of any individual as a special constable under this Agreement which takes place during the Term of this Agreement, will expire at the same time as the expiration of the Initial Term or Renewal Term, as applicable, of this Agreement. At the expiry of the Initial Term and any Renewal Term of this Agreement, the program will be reviewed and all candidates will be put forward for re-appointment as special constables and the TTC shall put forward a recommendation to the Chief for consideration of re-appointment by the Board.
- 3.4 The TTC shall ensure each T.E.O. is aware of and understands the provisions of this Agreement relating to his/her powers and duties as a T.E.O., and is provided with a copy of the Agreement and the Schedules and shall complete the Acknowledgement Form appended to this Agreement as Schedule "A".

### **ARTICLE 4 - APPOINTMENT PROCESS**

- 4.1 In addition to the requirements as set out in section 3.1, the TTC must be satisfied with the good character, reputation, and suitability of each applicant before his or her candidacy for appointment as a special constable is considered. To be considered for appointment, an applicant must:

- (a) be an employee of the TTC;
  - (b) successfully complete all training provided by or through the TTC for applicants, including the training identified in Schedule “B”, as amended from time to time; and
  - (c) be able to pass all background investigations, and security clearances conducted by or on behalf of the TTC and/or the Service, as applicable.
- 4.2 If the results of the background investigations for an applicant are unsatisfactory to the TTC, the TTC shall not put forward that applicant for appointment as a special constable to the Chief for recommendation, or to the Board for approval.
- 4.3 The Board may choose not to appoint an applicant as a special constable if the results of the background investigations for that applicant are unsatisfactory to the Board, in its sole and unfettered discretion.
- 4.4 The TTC shall, at its own expense, conduct or cause to be conducted for each applicant such background investigations and tests as the Board requires to determine the suitability of the applicant to be a special constable.
- 4.5 The Board shall be solely responsible for submitting all documents and information to the Ministry for the approval of special constable appointments.
- 4.6 As part of its background investigation of an applicant, the TTC will require applicants to complete the Preliminary Background Questionnaire (PBQ) and will adhere to the following guidelines in administering the PBQ to serve to enhance the integrity of applicant information:
- The TTC shall appoint one or more employees who will be responsible for the administration of the application process relating to the PBQ who will be trained by the Service (the "Applicant Administrators")
  - Only Applicant Administrators trained by the Service shall conduct the application process.
  - An Applicant Administrator shall ensure that the candidates complete the appropriate paperwork themselves.
  - Any questions from the candidate shall only be answered by an Applicant Administrator.
  - An Applicant Administrator shall supervise a candidate at all times during the completion of the application paperwork.
  - When the candidate has completed all of the application paperwork, an Applicant Administrator shall review the documents for completeness, accuracy, and legibility.
  - An Applicant Administrator shall ensure that the candidate understands and signs the Service waiver form authorizing a background investigation to be conducted.

- 4.7 The Service shall provide the TTC with a copy of the complete application form, Service guidelines and PBQ.
- 4.8 The TTC shall provide to the Board for consideration in respect of each applicant:
- (a) the results of its background investigations set out in section 4.4 of this Agreement;
  - (b) completed waivers and consent forms signed by the applicant to authorize such background investigations; and
  - (c) written confirmation of the applicant's successful completion of the training required by this Agreement.
- 4.9 The Board may request such further or other information as it requires in respect of an applicant and the TTC shall provide such information if requested.
- 4.10 The TTC undertakes that it will make best efforts to ensure that all information provided for the Board to consider regarding an applicant shall be true, accurate and reliable.
- 4.11 If any misrepresentation or omission is discovered by the Board to have been made in connection with any applicant, including the answers supplied to the background investigations referred to in this Article, whether or not the TTC was aware of the misrepresentation or omission at the time of making the request for appointment or providing the information to the Chief or the Board, the Board may immediately suspend or terminate the appointment of that T.E.O., subject to the requirements set out in subsections 53(6) and 53(8) of the *PSA*, or any successor provisions.
- 4.12 The TTC shall be solely responsible for all expenses associated with the application and appointment process.
- 4.13 The Service may recover costs from the TTC for any background investigation conducted by the Service concerning an applicant or a T.E.O. provided that the Service gives the TTC at least thirty (30) days notice containing an estimate of those costs and allows the TTC an opportunity to raise any concerns it may have regarding the estimated costs.
- 4.14 The TTC shall advise the Board, in writing, when an individual that has been appointed as a special constable pursuant to this Agreement:
- (a) ceases to be employed by the TTC;
  - (b) is no longer employed within the TE Unit of the TTC (or any other successor unit, department or group responsible to provide law enforcement and security functions within the TTC); or
  - (c) is suspended from duties as a result of disciplinary action respecting his or her performance of duties as a T.E.O.

- 4.15 The TTC shall have a Code of Conduct setting out the roles and responsibilities of a T.E.O., which policy shall require a T.E.O. to comply with the terms and conditions of this Agreement and the Code of Conduct. A copy of the Code of Conduct shall be provided to each T.E.O. and to the Board.

#### **ARTICLE 5 – PERIOD, AREA AND PURPOSE OF APPOINTMENT**

- 5.1. This Agreement commences on the date of its final execution by the Parties and continues for a period of five (5) years (the “Initial Term”) and shall automatically renew, on the same terms, or as modified in writing by the Parties in accordance with its terms, for successive five (5) year terms (the “Renewal Terms”) unless terminated by one of the parties upon ninety (90) days written notice to the other Party (collectively the “Term”).
- 5.2 The Ministry shall be notified of the termination of this Agreement as soon as is reasonably practicable subject to the giving of notice as provided in subsection 53(6) of the *PSA*.
- 5.3 The Board considers it expedient that in addition to the powers conferred on a T.E.O. for the enforcement of TTC By-law No. 1, a T.E.O. who is performing the normal duties of a T.E.O.
- (i) has, in relation to an offence under any other "Act or regulation" the powers and obligations of a peace officer under ss. 495 to 497 of the *Criminal Code* and subsections 495(3) and 497(3) of that Act, apply to the T.E.O. as if he/she is a peace officer,
  - (ii) is a police officer for the purposes of ss. 16, and 17 of the *Mental Health Act, R.S.O. 1990, c. M.7*, as amended,
  - (iii) is a police officer for the purposes of ss.31(5), 36(1), 47(1) and (1.1), and 48 of the *Liquor Licence Act, R.S.O. 1990, c. L.19*, as amended, and
  - (iv) is a police officer for the purposes of ss. 9 of the *Trespass to Property Act, R.S.O. 1990, c. T.21*, as amended.
- 5.4 A T.E.O. may not use any power conferred on that officer pursuant to s. 53 of the *PSA* for the enforcement of the *Criminal Code* for the sole purpose of looking for evidence of a criminal offence under any Act or regulation.
- 5.5 Except where there are circumstances giving rise to a Fresh Pursuit, the powers conferred by way of this Agreement, only extend to TTC Property.

- 5.6 A T.E.O. is in Fresh Pursuit of a person where,
- (a) a T.E.O. is proceeding to lawfully arrest a person whom he/she finds committing an offence for which that person may lawfully be arrested pursuant to s. 495 of the *Criminal Code* and the person takes flight or otherwise escapes lawful custody; or,
  - (b) a T.E.O. believes on reasonable grounds that,
    - (i) a person may lawfully be arrested pursuant to s. 495 of the *Criminal Code*, or is a person who is to be, or, is being, lawfully arrested pursuant to s. 495 of the *Criminal Code*, takes flight to avoid arrest, and
    - (ii) a person is escaping from and is freshly pursued by persons who have lawful authority to arrest that person.
- 5.7 A T.E.O. who is in Fresh Pursuit of a person, may pursue that person off TTC Property, within the City of Toronto and arrest that person, within a reasonable time, after the person takes flight, or otherwise escapes lawful custody, and the T.E.O. retains the powers conferred by his or her appointment as a special constable in accordance with this Article in relation to that person. At no time may a T.E.O. engage in a motor vehicle pursuit of any person or vehicle.
- 5.8 Where a young person within the meaning of the *Youth Criminal Justice Act S.C. 2002, c. 1* as amended, (the *YCJA*) is dealt with by a T.E.O. in the course of carrying out his or her duties, all provisions of the *YCJA* apply. Nothing within this Agreement affects or changes the statutory requirements and obligations of the *YCJA* in relation to young persons.

## **ARTICLE 6 – ACCOUNTABILITY AND RISK MANAGEMENT**

- 6.1 The TTC shall be accountable to the Board for all actions taken in relation to the exercise of the powers granted by this Agreement by both the TTC and the T.E.O.s.
- 6.2 The TTC shall ensure compliance by T.E.O.s with the applicable sections of the *PSA* relating to the appointment of any TTC employee as a T.E.O., the applicable regulations thereunder, all internal policies and procedures of the TTC, and all Service policies, standards, and procedures applicable to the duties, powers, and responsibilities of T.E.O.s as provided to the TTC in accordance with this Article.
- 6.3 A T.E.O. shall comply with the applicable sections of the *PSA* relating to his or her appointment as a special constable, the applicable regulations thereunder, all internal policies and procedures of the TTC, and all Service policies, standards, and procedures applicable to the duties, powers, and responsibilities of T.E.O.s as provided to the TTC in accordance with this Article 6, including any directives or policies of the Board for any T.E.O. appointed by the Board.

6.4 At all times during the Term, the TTC shall maintain adequate and effective supervision of any employee who has been appointed as a T.E.O. by the Board pursuant to this Agreement. The TTC shall, at a minimum, establish and maintain:

- (a) written policies and procedures with respect to the duties, powers and responsibilities of T.E.O.s;
- (b) a Code of Conduct for T.E.O.s, as described in section 4.15 of this Agreement;
- (c) a written procedure for supervising and evaluating T.E.O.s' powers; and
- (d) a written disciplinary process regarding all matters relating to any allegation of improper exercise of any power or duty of a T.E.O. as granted pursuant to this Agreement.

Copies of all materials identified in this section shall be provided to the Service and the Board.

6.6 The TTC and T.E.O.s shall cooperate with the Service in any matter where a T.E.O. has been involved in an investigation.

**ARTICLE 7 - TRANSPORTATION OF PERSONS**  
**TO BE DETAINED IN CUSTODY AND PROPERTY SEIZED AS EVIDENCE**

7.1 When a T.E.O. apprehends an individual or has an individual in custody, a T.E.O. shall report the incident to the Service utilizing the then current reporting process utilized by the Service and communicated in writing, by the Service to the TTC.

7.2 With the authorization of the Officer-in-Charge of the Police Division or Unit of the Service where the person is apprehended, the T.E.O. may transport the individual apprehended or in custody to a police facility, medical facility, or as otherwise directed by the Officer-in-Charge. No person arrested in relation to a serious offence as defined in this Agreement may be transported by the T.E.O. without the authority of the Officer-in-Charge.

7.3 At no time shall a T.E.O. transfer a person in custody beyond the boundaries of the City of Toronto or to the custody of another police service or detention centre.

7.4 A T.E.O. shall transport persons detained in custody according to the Service's policies, standards and procedures referred to in sections 9.1 and 9.2 of this Agreement.

7.5 Property seized from persons in custody or as evidence by a T.E.O. shall be turned over to the Service if the person from whom it was seized is being held in custody by the Service, or, if the Service is taking over the investigation of the offence, subject to the direction of the Officer-in-Charge of the Service investigation.

- 7.6 Property seized from persons in custody or as evidence by a T.E.O. that is not turned over to the Service shall be stored, preserved, and disposed of in a manner consistent with the Service's policies and procedures for such property.
- 7.7 T.E.O.s shall not seize evidence, unless the seizure of the evidence is related to the exercise of their authority and/or such seizure is required to prevent the evidence from being lost, damaged, or destroyed.

### **ARTICLE 8- REPORTING REQUIREMENTS**

- 8.1 The TTC recognizes that the Service has primary responsibility for responding to and investigating criminal occurrences on the Transit System, including all actual or potential incidents of violence involving weapons and all violent incidents where an injury has occurred or is likely to occur. Incidents listed in section 8.2 shall forthwith be reported to the Service by a T.E.O. and a police officer requested to attend to commence an investigation.
- 8.2 A T.E.O. must request police attendance in the circumstances identified below. Where a police officer is unable to attend, the T.E.O. shall forthwith contact the Service's Officer-In-Charge of the Police Division in which the incident occurred and follow that Officer's direction:
- All serious offences, which offences are defined as any offence under this or any other Act or regulation for which the maximum period of punishment is imprisonment for five years or more;
  - Any crime in relation to a child or youth under the age of 18 including sexual, and physical abuse, child pornography and abduction;
  - Any offences of a sexual nature including assault and prostitution;
  - Proceeds of crime investigations;
  - Gambling;
  - Elder abuse;
  - Gang related investigations;
  - Missing persons;
  - Where weapons (used in the commission of an offence), explosives or radioactive materials are involved;
  - Attempted suicides or unnatural deaths;



- Domestic violence;
- Hate crime;
- Arson;
- Any suspicious incidents that may involve terrorism; and
- Any incident involving a firearm.

8.3 Every arrest by a T.E.O. and every investigation of a criminal offence conducted by a T.E.O. shall be reported to the Service by a T.E.O. utilizing the current reporting process utilized by the Service as identified in Schedule "C" to this Agreement.

8.4 If no member of the Service attends in response to a call:

- (i) if the occurrence is a hybrid offence, as defined in the *Criminal Code*, or an indictable criminal offence, the attending T.E.O.s shall
  - (a) if an arrest is made, or an investigation of the offence is commenced, by the T.E.O.s, inform the Service's Officer-in-Charge of the Police Division in which the incident occurred of the circumstances, and shall follow his or her instructions, or those of his or her designate, regarding further investigation or action; or
  - (b) if no further action is required by the T.E.O.s upon arrival, note and report the incident in accordance with the provisions of subsection 8.6 of this Agreement; or
- (ii) if the occurrence is not a hybrid offence, as defined in the *Criminal Code*, or an indictable criminal offence, the attending T.E.O.(s) shall proceed with the investigation of the occurrence in accordance with the TTC's policies and procedures referred to in section 9.3 of this Agreement, and in accordance with their duties and obligations as set out in this Agreement.

8.5 If the Service attends, T.E.O.s shall inform the first attending police officer of the circumstances, provide assistance and follow his or her instructions regarding further action.

8.6 Each day, the TTC shall forward to the Service, through the Special Constable Liaison Office, a written report detailing all arrests, apprehensions, investigations and occurrences in which T.E.O.s have been involved within the previous twenty-four (24) hour period, including the badge number of any member of the Service consulted by, or giving direction to, T.E.O.s in respect of any arrest, occurrence, or major incident detailed in the report.

- 8.7 The TTC shall require that a T.E.O. complete the Service's "Use of Force" – Form 1 in accordance with the *Ontario Regulation 926/90* on every occasion that "use of force" options beyond physical control and handcuffing are exercised in accordance with Service Procedure 15-01, Use of Force. The use of force reports shall be provided by the TTC to the Service as soon as possible.
- 8.8 The TTC shall ensure that incidents of a criminal nature, if not responded to by Service personnel, are made the subject of a report and submitted to the Officer-in-Charge of the Police Division where the incident occurred.
- 8.9 The TTC shall provide to the Board an annual report with statistical information including information regarding enforcement activities, training, use of force activities, supervision, complaints, and other issues of concern to the Parties and such further categories of information as may be requested by the Board or the Chief, from time to time.
- 8.10 At any time, if requested by the Board, the TTC shall report to the Board on any aspect of this Agreement, including its operation and administration, within the time specified by the Board in such request.

#### **ARTICLE 9 - EXCHANGE OF INFORMATION**

- 9.1 All Service policies, standards, and procedures applicable to the duties, powers, and responsibilities of T.E.O.s, including any directives or policies of the Board generally governing any T.E.O. appointed by the Board, in effect as of the date of the execution of this Agreement, shall be forwarded to the TTC by the Board within 30 days of the date of execution of this Agreement.
- 9.2 Prior to any amendment or modification to any policy, standard, or procedure referred to in section 9.1 of this Agreement and applicable solely to the T.E.O.s, the Board agrees to consult with the TTC.
- 9.3 The Service will provide the TTC with any amended or modified policies, standards, or procedures referred to in section 9.1 of this Agreement on a semi-annual basis.
- 9.4 The TTC's current enforcement policies, rules, standards, and procedures for T.E.O.s will be provided to the Board and the Service within 30 days of the date of the execution of this Agreement.
- 9.5 The TTC shall consult with the Board and the Service prior to changing its enforcement policies, rules, standards, or procedures for T.E.O.s and shall forward copies of any such change to the Board and the Service upon its enactment by the TTC.
- 9.6 For the sole purpose of carrying out their duties under this Agreement, T.E.O.s may be provided by the Service with such confidential police information requested by them, subject to the unfettered discretion of the Service to refuse to provide some or all such information.

- 9.7 The TTC shall ensure that its T.E.O.s maintain the confidential nature of the information referred to in section 9.6 of this Agreement and shall comply with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* in this regard.
- 9.8 When considering a personal information sharing initiative other than as identified in this Agreement, the TTC and the Service will satisfy itself that the sharing is lawful. This means that once each of the TTC and the Service has defined what, how, why and with whom they want to share personal information, they will analyze the applicable laws, including regulations, to ensure that they have the legal authority to do so. The intended recipient of the information will be required to ensure that it has its own statutory authority to carry out the proposed data sharing activity. Where information is sought and received, the disclosing entity will ensure its own lawful authority to share the subject information. Sharing, publication, dissemination, use or disclosure of any shared personal information may only occur with the written consent of the TTC or the Service that originally provided the information or as may be legally required.
- 9.9 Neither Party will surrender any document(s) or property owned by the other Party or that has been prepared by a member of the other Party, unless legally required by due process. If one Party is requested to disclose documents or property that is owned by the other Party or prepared by a employee or member of the other Party, the Party receiving the request to surrender the property or document, shall advise the other Party as soon as possible. For the purposes of this section, "Party", when used in respect to the Board, includes the Service.
- 9.10 The Parties recognize the importance of and need for timely and appropriate exchanges of information and agree to inform the other of material matters relevant to this Agreement, not otherwise addressed in this Agreement, as soon as practicable. For the purposes of this section, "Party", when used in respect to the Board, includes the Service.
- 9.11 Any existing memorandum of understanding as between the Board or the Service and the TTC in relation to the exchange of information relevant to this Agreement shall be preserved. Without limiting the obligations as set out in section 9.7 above, the TTC undertakes to maintain the confidential nature of any information obtained through the provisions of any memorandum of understanding as between the Board or the Service and the TTC.
- 9.12 The TTC shall at all times be governed by the provisions of the *Youth Criminal Justice Act* S.C. 2002, c.1. in the management, storage and sharing of information in relation to any young person's records.
- 9.13 No CPIC or police information obtained through this Agreement may be used or shared by the TTC for any employment purpose.

## **ARTICLE 10 - INVESTIGATION OF COMPLAINTS**

- 10.1 Subject to section 10.2 of this Agreement, upon receiving a Complaint concerning a T.E.O. or the TTC Transit Enforcement Officer Program, the TTC shall immediately forward the Complaint to the Service's Special Constable Liaison Office. In the case of a Complaint concerning a T.E.O., the Service will assess whether the Complaint will be classified as one involving major or minor misconduct in accordance with Service policies. The Service shall determine if the Complaint will be investigated by the Service, as it involves major misconduct, or assigned to the TTC, as it involves minor misconduct, to be investigated in accordance with the Service's Complaints Investigation Procedure. However, regardless of the classification of the Complaint, the Service retains the sole discretion to retain any Complaint if it considers such investigation appropriate in the circumstances. Upon receiving a Complaint concerning the TTC Transit Enforcement Officer Program, the Service shall investigate the Complaint.
- 10.2 Where a Complaint has been assigned to the TTC for investigation, the TTC shall provide the Service's Professional Standards Unit with its results, in writing, within 60 days from the date the Complaint was assigned to the TTC.
- 10.3 The TTC shall have a written Complaint Investigation Procedure relating to any Complaint concerning the conduct of a T.E.O. or the TTC Transit Enforcement Officer Program. The Complaints Investigation Procedure shall be established consistent with the criteria set out in Schedule "D" of this Agreement and this Article and a copy shall be provided to the Service and the Board. The Complaint Investigation Procedure shall include a review process which shall be undertaken by the Office of the Ombudsman of the City of Toronto, or such other independent third party selected jointly by the parties if the Office of the Ombudsman declines or is unable to undertake the review process. The review will be limited to the issue of whether the TTC has complied with the TTC Complaint Investigation Procedure. The TTC Complaint Investigation Procedure shall be made available to the public and shall be made available through the TTC's website – [www.ttc.ca](http://www.ttc.ca).
- 10.4 Subject to sections 10.1 and 10.5, all Complaints concerning a T.E.O. or the TTC Transit Enforcement Officer Program shall be investigated by the TTC in accordance with its Complaints Investigation Procedure.
- 10.5 At any time, whether before, during or after completion of the TTC's investigation of a Complaint concerning a T.E.O. or before the making of any findings on the Complaint investigation by the TTC, the Board, in its sole discretion, may request the Service to undertake an investigation of the Complaint concerning the conduct of a T.E.O.
- 10.6 In addition to any findings of misconduct following a Complaint investigation pursuant to sections 10.1 or 10.4 of this Agreement, the TTC shall immediately forward to the Board, for the Board's review and action, any information the TTC receives or has in its possession concerning misconduct or alleged misconduct, including a breach of any provision of this Agreement by a T.E.O. whether allegedly committed before or after the

date of his or her appointment as a T.E.O., occurring up to one year prior to the date of his or appointment as a T.E.O. pursuant to this Agreement and from the date of execution of this Agreement forward, which has not resulted in a Complaints investigation by either the Service or the TTC in accordance with sections 10.1 or 10.4 of this Agreement.

- 10.7 Upon being provided, with a finding of misconduct by a T.E.O. or a substantiated Complaint regarding the policies of, or the services provided by, the TTC Transit Enforcement Officer Program, pursuant to sections 10.1 or 10.2 of this Agreement, or, with information regarding misconduct by a T.E.O., pursuant to section 10.6 of this Agreement, the Board may immediately:
- (i) suspend or terminate that T.E.O.'s appointment subject to the requirements set out in subsections 53(6) and 53(8) of the *PSA*, or any successor provisions; and
  - (ii) in the case of a substantiated Complaint regarding the policies of, or the services provided by, the TTC Transit Enforcement Officer Program, terminate the Agreement in accordance with section 2.1(a) of this Agreement.
- 10.8 The Service may recover costs from the TTC for any Complaint investigation conducted by the Service concerning a T.E.O. or the TTC Transit Enforcement Officer Program provided that the Service gives the TTC at least thirty (30) days written notice containing an estimate of those costs and allows the TTC an opportunity to raise any concerns it may have with the estimated costs.
- 10.9 T.E.O.s shall, upon becoming aware of the following, notify an immediate supervisor forthwith:
- (a) when charged with a provincial offence, other than a violation of the *Highway Traffic Act*, for which no power of arrest is provided; or
  - (b) when suspected of, under investigation for, or charged with, a criminal offence.
- 10.10 When a supervisor from the TTC is advised of an incident as described in section 10.9, the supervisor shall ensure that the Service's Special Constable Liaison Office is immediately notified utilizing the established process.

#### **ARTICLE 11 - IDENTIFICATION OF TTC TRANSIT ENFORCEMENT OFFICERS**

- 11.1 Upon the appointment by the Board, and approval of the Minister, of a TTC employee as a special constable in accordance with Article 4, the applicant shall be identified as a T.E.O. with the powers and duties of a special constable under his or her appointment and this Agreement.

- 11.2 The TTC shall ensure that a T.E.O. carries photographic identification at all times while on duty that indicates his or her status as a T.E.O. The identification shall include:
- (a) the name of the T.E.O.;
  - (b) a colour photograph of the T.E.O.;
  - (c) clear indication that the identification is issued to a T.E.O.;
  - (d) the appointing authority (Toronto Police Services Board);
  - (e) signature of the CEO or any TTC designate;
  - (f) the appointment and expiry date of the T.E.O. appointment; and
  - (g) the words “Special Constable” prominently displayed.
- 11.3 When an individual’s status as a T.E.O. has expired, been terminated or suspended, the TTC shall ensure that the individual returns his or her special constable identification.
- 11.4 The TTC shall not display or use the word “police” on any of its vehicles, uniforms, insignia, or other materials, except where permitted by legislation or approved by the Minister. T.E.O.s shall not identify or otherwise represent themselves to the public as a police officer.
- 11.5 A T.E.O. is prohibited from identifying himself or herself as a police officer or in any way holding himself or herself out as a police officer or as an employee or member of the Toronto Police Service.
- 11.6 Nothing in this Agreement shall be construed to deem an applicant or a T.E.O. to be an employee or member of the Toronto Police Service.

#### **ARTICLE 12 - TRAINING**

- 12.1 The TTC is, and shall remain, responsible for the training of applicants and T.E.O.s in accordance with training standards prescribed by the Service, as modified from time to time, with the approval by the Board, for T.E.O.s based on their duties, powers, and responsibilities. The minimum training requirements are more particularly set out in Schedule “B”.
- 12.2 Every applicant being considered for appointment as a special constable shall be trained and every T.E.O. shall remain trained in all components of his or her duties, powers, and responsibilities in accordance with the Training Requirements. Each applicant and T.E.O. shall have successfully completed the Training Requirements.

- 12.3 The TTC shall inform the Board and the Service of changes and updates to the Training Requirements, which information shall include a detailed explanation and rationale as to the change and update to the Training Requirements, and, provided the Board has approved such changes and updates, the TTC shall forthwith provide such modified or additional training for its applicants and T.E.O.s.
- 12.4 All costs and expenses associated with the training of applicants shall be paid for by the TTC.
- 12.5 The Board, in its sole and unfettered discretion, may partially or wholly exempt an applicant or T.E.O. from some or all of the required training, upon the presentation of evidence, satisfactory to the Board, that the applicant or T.E.O. has already completed training satisfactory to the Board.
- 12.6 The TTC shall designate an employee as a Training Liaison , who shall be responsible for ensuring training is conducted in relation to any changes in legislation, Service rules, governance, the Service’s reporting process and up-grades to reporting mechanisms.

### **ARTICLE 13 – EQUIPMENT AND UNIFORMS**

- 13.1 A T.E.O. may only be issued with the following use of force equipment, at the time of appointment and after completion of training:
- (a) expandable baton and holder;
  - (b) handcuffs, handcuff pouch and handcuff key; and
  - (c) oleoresin capsicum (OC) spray/foam and holder
- 13.2 All Equipment, uniforms and insignia issued to or worn by a T.E.O. shall be paid for by the TTC.
- 13.3 All Equipment, uniforms and insignia issued or used by a T.E.O. in the performance of his or her duties shall comply with the recommendations contained in the Ministry’s publication “Special Constables: A Practitioner’s Handbook” or a successor publication, any applicable legislation and any other requirements as established by the Board.
- 13.4 No substantial change or modification in any Equipment will be made without prior approval of the Board.

### **ARTICLE 14 - MEDIA AND COMMUNICATIONS**

- 14.1 T.E.O.s, or any representative of the TTC, shall refrain from commenting to the media on any matter involving the exercise of a T.E.O.s duties and obligations, as set out in this Agreement, without first contacting TTC Corporate Communications. "Commenting to the media" includes conducting news conferences and interviews, issuing news releases and the use of social media such as blogs, social networking sites or any other similar platform.

- 14.2 TTC Corporate Communications will consult with the Service's Corporate Communications Unit before the release of any comment to the media.

### **ARTICLE 15 – INSURANCE AND INDEMNITY**

- 15.1 At all times during the Term, the TTC agrees to provide and maintain in force, at its own expense, a \$5,000,000.00 per occurrence limit of Commercial General Liability insurance coverage, and shall file with the Board a certificate of insurance.
- 15.2 The insurance policy maintained by the TTC in accordance with section 15.1 of this Agreement shall include the following:
- (a) name the Board, the Service (including the Chief and all members of the Service), the Province of Ontario and the Ministry of Community Safety and Correctional Services as additional insureds;
  - (ii) personal injury liability; a cross-liability/severability of interest; broad form contractual liability; contingent employer's liability; and non-owned automobile liability; and
  - (iii) the insurer will endeavour to provide thirty (30) days' prior written notice of cancellation to the Board.

At the expiry date of the policy, the TTC shall provide a certificate evidencing renewal or replacement to the Board prior to the expiration date of the original policies, without notice or request by the Board.

- 15.3 The Board acknowledges and agrees that the deductible amounts of the insurance policies as noted above shall be borne by the TTC.
- 15.4 The TTC shall indemnify and save and hold harmless the Board, the Chief, and all members of the Service (the "Indemnified Parties") from and against all loss, liability, damage, expenses or costs (the "Claims") which the Board, the Chief or such member may incur arising out of or related to the activities of the TTC and its employees appointed as T.E.O.s, save and except to the extent that any Claims arise from the negligent act or omission of any of the Indemnified Parties.
- 15.5 If any of the Indemnified Parties are, without liability on their part, made a party to any litigation commenced by or against the TTC and/or the TTC's said employees (excepting litigation commenced by the TTC against the Board) the TTC shall,
- (i) protect, indemnify and hold harmless the Indemnified Parties; and
  - (ii) pay all costs, expenses and reasonable legal fees that may be incurred by any of the Indemnified Parties in enforcing the terms, covenants and conditions of this Agreement, unless a court shall decide otherwise.



5.6 The provisions of sections 15.4 and 15.5 shall survive the termination or expiry of this Agreement.

#### ARTICLE 16 – NOTICE

16.1 Any notice, demand or other communication (in this section 16.1, a “notice”) required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

delivered in person during normal business hours on a business day and left with a receptionist or other responsible employee of the relevant Party at the applicable address set forth below;

sent by prepaid first class mail; or

sent by any electronic means of sending messages, including facsimile transmission, which produces a paper record (in this section 16.1, “Electronic Transmission”) during normal business hours on a business day;

in the case of a notice to the Board, to:

Toronto Police Services Board  
40 College Street  
Toronto, ON M5G 2J3

Attention: Executive Director  
Fax No.: 416-808-8082

and, in the case of a notice to the TTC, to:

Toronto Transit Commission

<\*>

<\*>

Attention: <\*>

Fax No.: <\*>

Each notice sent in accordance with this section shall be deemed to have been received:

- (a) on the day it was delivered;
- (b) at start of business on the third business day after it was mailed (excluding each business day during which there existed a general interruption of postal services due to strike, lockout or other cause); or
- (c) on the same day that it was sent by Electronic Transmission or at the start of business on the first business day thereafter if it was sent after 4:00 pm or if the day on which it was sent was not a business day.

Either Party may change its address for notice by giving notice to the other Party (as provided in this section).

**ARTICLE 17 – GENERAL PROVISIONS**

- 17.1 If any of the provisions or part thereof contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions or parts thereof contained herein shall not be in any way affected or impaired thereby.
- 17.2 No supplement, modification or termination of this Agreement shall be binding unless executed in writing by the Party to be bound thereby.
- 17.3 No waiver of or consent to depart from the requirements of any provision of this Agreement shall be binding against either Party unless it is in writing and is signed by the Party giving it. Such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it has been given and shall not be deemed or constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No failure on the part of either Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.
- 17.4 This Agreement may be executed in any number of counterparts. Either Party may send a copy of its executed counterpart to the other Party by facsimile transmission or by email in .pdf format instead of delivering a signed original of that counterpart. Each executed counterpart (including each copy sent by facsimile transmission or email) shall be deemed to be an original; all executed counterparts taken together shall constitute one agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

) **TORONTO POLICE SERVICES BOARD**  
)  
)  
)  
) Per: \_\_\_\_\_  
)  
)  
) **TORONTO TRANSIT COMMISSION**  
)  
)  
) Per: \_\_\_\_\_

**SCHEDULE "A" – TTC TRANSIT ENFORCEMENT OFFICER  
ACKNOWLEDGEMENT FORM**

In accordance with the Agreement between:

**TORONTO POLICE SERVICES BOARD**

- and -

**TORONTO TRANSIT COMMISSION**

I acknowledge that:

1. The Toronto Transit Commission (TTC) has submitted my name to the Toronto Police Services Board (Board) for appointment as a special constable in accordance with s. 53 of the *Police Services Act, R.S.O. 1990 C. P-15* as amended to assist in carrying out the duties of a TTC Transit Enforcement Officer as defined in s. 1.1 of TTC By-law No. 1.
2. The TTC has provided me with a copy of the Agreement between the TTC and the Board as it relates to my appointment as a TTC Transit Enforcement Officer.
3. The TTC has provided me with a copy of the TTC's Code of Conduct as it relates to the roles and responsibilities of a TTC Transit Enforcement Officer.
3. The TTC has notified me of my responsibilities regarding the powers and duties assigned to me as a TTC Transit Enforcement Officer and my obligation to adhere to the terms and conditions of this Agreement.

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**SCHEDULE “B”- TRAINING REQUIREMENTS  
(ARTICLE 12)**

**TRAINING**

- B.1 The TTC shall ensure every applicant and every T.E.O. is trained to standards prescribed by the Service, and as set out in the Ministry’s publication “Special Constables: A Practitioner’s Handbook” and the requirements of the Ministry of Community Safety and Correctional Services, in order to fulfill the duties, powers and responsibilities of a T.E.O.
- B.2 The TTC shall submit annually to the Service a copy of course outlines, course curricula and, when requested by the Service, lesson plans and course instructors curriculum vitae. The Service’s Toronto Police College (TPC) will review these materials to ensure that the training being provided by the TTC to applicants and T.E.O.s complies with the training standards prescribed by the Service.
- B.3 The TPC will ensure that the course outlines, course curriculum and, when requested, lesson plans and course instructors curriculum vitae, are kept secure with access only to those Service members authorized.
- B.4 Representatives from the TPC may, at their discretion, attend in-class academic courses and use of force training sessions in person to offer feedback on training.
- B.5 The Service and the TTC shall seek out opportunities to keep each other up-dated on changes in training, Service procedures, case law or any other material changes that may have an effect on T.E.O.s' performance of their duties and responsibilities.
- B.6 The TTC shall notify the TPC of any additional training that should be provided to its T.E.O.s. If upon reviewing this additional training the TPC determines that the additional training is outside of the scope of the T.E.O.s duties and responsibilities, it shall be submitted to the Board for approval.

B.7 The TTC shall ensure every T.E.O. is trained in the following topics:

COURSE OFFERINGS
Arrest Authorities
Arrest/Search Incident to Arrest
Canadian Police Information Centre (CPIC) Use
Case Preparation Provincial Offences
Communicable Diseases
Community Mobilization/Community Policing
Controlled Drugs and Substances Act
Crime Scene Management
Criminal Offences
Diversity Awareness and Human Rights Issues
Emotionally Disturbed Persons/Mental Health Act
Ethics and Professionalism in Policing
Field Interviewing/Taking Statements
First Aid/CPR
Introduction to Law
Liquor Licence Act
Memorandum Books/Note-Taking
Occurrence/Report Writing/Field Information Report
Provincial Offences Act
Radio Communications
Search and Seizure Authorities
Sex Offences
TTC Transit Enforcement Officer Status – Roles & Responsibilities
Testimony/Criminal/Provincial Justice System/Rules of Evidence
Trespass to Property Act
Use of Force Legislation and Reporting
Vehicle Operations
Young Persons and the Law

<b>USE OF FORCE/TACTICAL TRAINING</b>
Characteristics of an Armed Person/Tactical Strategies
Crisis Resolution
Decentralizations
Edged Weapon Awareness
Escapes From Common Grabs
Ground Defence
Handcuffing – Passive /Active
Oleoresin Capsicum Training, if the Board has authorized its use
Stance, Balance, Movement, Strikes
Tactical Baton Training
Tactical Communications
Use of Force Authorities
Annual Use of Force Refresher Training

**SCHEDULE “C” - RESPONSE AND REPORTING REQUIREMENTS  
(ARTICLE 8)**

**PROCEDURE FOR REPORTING INCIDENTS AND GUIDELINES FOR  
ACTION**

As provided for in the *PSA*, the Service has primary responsibility for responding to calls for service relating to TTC Property. Nothing in this Agreement shall be interpreted so as to restrict the authority of the Service to address this responsibility. Article 5 of the Agreement continues to apply.

- C.1 In all circumstances in which the T.E.O.s assist Service personnel in the conduct of an investigation, the T.E.O.s will, in addition to any TTC internal reporting requirements and in addition to the completion of detailed notes regarding the incident, complete a detailed Service Supplementary Report utilizing the current reporting process utilized by the Service for submission to the assigned Service investigator.
- C.2 Where a T.E.O., as a function of his/her normal duties, comes into possession of information relevant to incidents being investigated by the Service, he/she will immediately submit a Service Supplementary Report with specific notice to the assigned Service investigator. Where the information is of an urgent nature, he/she shall immediately contact the Service’s Communication Services Unit.
- C.3 A T.E.O. who concludes that a situation is a serious threat to personal and/or public safety based on the reasonable judgment of a trained special constable, shall disengage from the situation and in each case, and where appropriate, the T.E.O. will:
- render assistance to the victim,
  - take precautions to ensure the safety of the members of the public,
  - advise the Service of the crime and ascertain if a police officer will be attending,
  - secure the area of the investigation to prevent any destruction of evidence and maintain the integrity of the crime scene, and
  - identify witnesses.
- C.4 Situations may arise that are not covered by this Schedule “C”. In these instances the investigating T.E.O.(s), should consult with the Officer-in-Charge of the Police Division where the incident occurred.

## **SEARCH INCIDENT TO ARREST**

C.5 When searching an arrested person, a T.E.O. shall:

- (a) Only conduct a search subsequent to arrest as authorized by common law; and
- (b) Only conduct Level 1 searches, as defined in Common Law and the Charter of Rights and Freedoms, which involves the search of clothing, including pockets, that does not include the removal of any clothing except outerwear such as jackets, hats and/or gloves/mittens, in accordance with Service Procedure 01-02, Search of Persons.

## **CALL FOR SERVICE**

C.6 When receiving a call for service which may be related to a criminal offence, T.E.O.s shall:

- (a) Immediately notify the Service's Communications Services Unit of the incident; and
- (b) Attend the scene of the incident.
- (c) Not conduct any form of forensic work or photograph any evidence, individuals, or scenes relating to an incident to which the police have been called, unless otherwise requested or directed by the Scenes of Crime Operator at the Service's Forensic Identification Services Unit.

## **USE OF FORCE**

C.7 T.E.O.s shall submit a Use of Force – Form 1 to the Service in accordance with *Ontario Regulation 926/90* through the Officer-in-Charge of the Police Division where the force was used and in accordance with Service Procedure 15-01, Use of Force.



**SCHEDULE “D” - COMPLAINTS INVESTIGATION PROCEDURE CRITERIA  
(ARTICLE 10)**

**PUBLIC COMPLAINTS INVESTIGATION PROCEDURE**

- D.1 The TTC shall ensure that it has a Public Complaints Procedure for receiving, investigating, and adjudicating Complaints from members of the public and others concerning the policies of the TTC Transit Enforcement Officer Program, or services provided by, or the conduct of, a T.E.O.

The TTC’s Public Complaint procedure shall be consistent with the principles set out in this Schedule.

- D.2 The TTC shall ensure that its Public Complaint Procedure contains the following elements:

- (a) Promotes public awareness of the Complaint process, including posting of the Public Complaints Procedure on the TTC website – [www.ttc.ca](http://www.ttc.ca);
- (b) A process for members of the public to file a Complaint to the TTC in either writing, by e-mail or by fax, concerning its policies relating to the TTC Transit Enforcement Officer Program, or the services provided by, or the conduct of a T.E.O.;
- (c) All Complaints received concerning the conduct or a T.E.O. or the policies of, or the services provided by, the TTC Transit Enforcement Officer Program, shall be immediately forwarded to the Service’s Special Constables Liaison Office on the prescribed form for classification and referral; the Professional Standards Unit may investigate the Complaint, or return it to the TTC for investigation. The TTC shall not investigate any Complaints against a T.E.O. without approval from the Service’s Professional Standards Unit;
- (d) Every Complaint returned to the TTC for investigation shall be investigated by a designated Complaint Coordinator who has been trained by the Service’s Professional Standards Unit;
- (e) Every Complaint returned to the TTC for investigation shall be investigated and reported on, in writing to the Service’s Professional Standards Unit, within 60 days from the date the Complaint was assigned to the TTC. If the Complaint investigation is not able to be completed within 60 days, the TTC shall notify the Service and complainant, in writing, before the 60 day investigation period has expired;
- (f) The complainant shall be kept advised of the outcome of the investigation of the Complaint, in writing; and

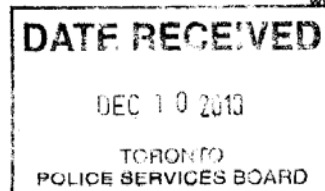
- (g) There shall be a review process available to complainants to consider whether the TTC has complied with this Public Complaints Procedure. This review shall be undertaken by the Office of the Ombudsman of the City of Toronto or such other independent third party selected jointly by the parties if the Office of the Ombudsman declines or is unable to undertake the review process. The Office of the Ombudsman shall provide the results of the review to the TTC and the TTC shall provide the Board with a copy of the review results.

Office of the  
**MBUDSMAN**

December 5, 2013

Fiona Crean, Ombudsman  
375 University Avenue, Suite 203  
Toronto, Ontario M5G 2J5  
Tel: 416-392-7061  
TTY: 416-392-7100  
fcrean@toronto.ca  
www.ombudstoronto.ca

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



Dear Mr. Mukherjee,

**Re: Complaints about Toronto Transit Commission Special Constables**

As I am sure you are aware, under the *City of Toronto Act, 2006*, I have the authority, as Ombudsman for the City of Toronto, to investigate the administrative conduct of city divisions, boards, corporations and commissions, including the Toronto Transit Commission.

I have recently been informed by the TTC that the Toronto Police Services Board ("the Board") is working to restore special constable status to the TTC's transit enforcement officers. It is my understanding that as part of the proposal to reinstate this authority, the Board has asked that the TTC implement an independent complaint review process to administer complaints relating to these special constables.

I have been approached by the TTC to have my office fulfill this role. Although my authority includes the TTC and its employees, and presumably extends to TTC special constables appointed under the *Police Services Act* ("the Act"), I am aware that under the Act, the Ontario Civilian Police Commission also has the authority to inquire into and investigate the conduct and work performance of special constables. My jurisdiction does not extend to the Commission as it is a provincial agency.

The Commission's investigative authority can be triggered by the Board. Pursuant to section 25 of the Act, the Board can request that the Commission review, investigate and report on a special constable's conduct or job performance.

My office is both capable and prepared to assume this role and provide a mechanism for the review of complaints about TTC special constables. However, the Commission's authority to review these same complaints is clearly enshrined in legislation, and therefore, unquestionable.

As a result, within the context of the current legislative framework, there exists the possibility that my authority to review complaints about TTC special constables – once



established – could be superseded by the Commission upon its receipt of a request from the Board that the Commission invoke its jurisdiction in relation to a particular complaint.

Should my office agree to undertake this role and provide a mechanism for the review of complaints about TTC special constables, I would require a written undertaking from the Board that it will not usurp my office's mandate by requesting an inquiry or investigation by the Commission.

I am writing to you to obtain clarification of the Board's position regarding its legislative authority to request the review of complaints about TTC special constables by the Commission, and the circumstances in which it would exercise that authority.

I look forward to hearing from you.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'Fiona Crean', written in a cursive style.

Fiona Crean  
Ombudsman

c.c. Andy Byford, Chief Executive Officer, Toronto Transit Commission

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE  
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 12, 2013**

**#P290. MOBILE CRISIS INTERVENTION TEAM – MEMORANDUM OF  
UNDERSTANDING WITH THE TORONTO EAST GENERAL  
HOSPITAL**

The Board was in receipt of the following report November 04, 2013 from William Blair, Chief of Police:

Subject: MOBILE CRISIS INTERVENTION TEAM - MEMORANDUM OF  
UNDERSTANDING WITH THE TORONTO EAST GENERAL HOSPITAL

Recommendation:

It is recommended that the Board authorize the Chair to execute a Memorandum of Understanding with the Toronto East General Hospital to establish a Mobile Crisis Intervention Team (MCIT) in conjunction with the Toronto Police Service.

Financial Implications:

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

Background/Purpose:

At its meeting of October 26, 2000, the Board approved the Toronto Police Services' participation in a two year partnership with St. Michael's Hospital to establish a MCIT to improve the response and provision of services to emotionally disturbed persons (Min. No. 478/2000 refers). The Board, at its meeting of July 29, 2004, approved the continuation of this partnership (Min. No. P210/2004 refers).

At its meeting of June 13, 2005, the Board received a report from the Chief outlining the benefits to the community and the Service from its participation in an MCIT program. The Board requested the Chief to "outline potential different designs of the MCIT model for the different divisions targeted for expansion" (Min. No. P195/2005 refers). As a result, the Service commenced discussions with a number of hospitals with the intent to expand this program. Consequently, at its meeting of November 17, 2005, the Board approved expansion of the Services' participation in an MCIT program through a partnership with St. Joseph's Hospital, expanding the program to address the demands for service in 11 and 14 Divisions (Min. No. P370/2005 refers). MCIT's are also currently working in partnership with Humber River Regional Hospital and The Scarborough Hospital.

Discussion:

With the addition of the MCIT in 54 and 55 Division, the Service will have MCITs operational in 12 of the 17 Divisions. The Toronto East General Hospital possesses those attributes required to establish an MCIT partnership, including psychiatric service capabilities and proximity to the community. Recognizing the potential benefits of a partnership with the Toronto East General Hospital, in 2012 the Service commenced discussions to explore the possibility of expanding the MCIT program into 54 and 55 Divisions. The ensuing discussions have resulted in the development of the proposed Memorandum of Understanding (MOU).

The attached MOU (Appendix “A”) provides the appropriate framework for the continued success of the MCIT program. It is substantially similar to the form of MOU used for MCIT arrangements previously entered into with the other hospitals identified above.

The MOU has been reviewed and approved as to form by the City Solicitor. The document has also been reviewed and approved by Legal Services to ensure that the legal and operational requirements of the Service are adequately protected.

Conclusion:

The proposed MOU with the Toronto East General Hospital extends the success of the MCIT program, and its numerous benefits, to the communities in 54 and 55 Divisions.

Deputy Chief Peter Sloly, Divisional Policing Command, will be in attendance to respond to any questions the Board may have.

**Mr. John Sewell, Toronto Police Accountability Coalition, was in attendance and delivered a deputation to the Board. A written copy of Mr. Sewell’s deputation is on file in the Board office.**

**Mr. Miguel Avila was also in attendance and delivered a deputation to the Board.**

**During his deputation, Mr. Sewell referred to the proposed agreement with Toronto East General Hospital (TEGH) and recommended that section 31(a) be amended to indicate that the hours of operation of the MCIT include an evening *and* a night shift as opposed to an evening shift *or* a night shift. Mr. Sewell also recommended that section 34 of the agreement be amended to indicate that the MCIT would be dispatched to a call involving a potential emotionally disturbed person *at the same time* as a two-officer primary response unit (PRU) as opposed to *after an assessment* had been made by the PRU.**

**The Board asked Chief Blair to respond to Mr. Sewell’s recommendations.**

**Chief Blair said that, at this time, TEGH has made a commitment to provide two MCIT teams and that the TPS cannot direct TEGH to increase the resources that will be assigned to the MCIT program. Any expansion of the operation hours of the MCIT program would be dependent upon the level of funding that is available to TEGH.**

**Deputy Chef Mike Federico, Corporate Command, explained the process for funding MCITs and said that the issue of hours of operation is a common primary discussion point when the TPS negotiates an MCIT with a hospital.**

**With respect to Mr. Sewell's recommendation that the MCIT be dispatched at the same time as the PRU, Chief Blair said that the safety of MCIT members is essential. Upon arrival at a scene, the PRU has a responsibility to assess the situation, determine the most effective response based upon the circumstances of the situation and create a safe environment for the MCIT to perform its work. The PRU must, therefore, be the first unit to attend the scene and the MCIT will follow when/if the PRU indicates that it is safe to do so.**

**The Board approved the following Motions:**

- 1. THAT the Board receive the deputations;**
- 2. THAT the Board approve the foregoing report; and**
- 3. THAT the Board request Chief Blair to communicate with the Local Health Integrated Network and advocate for increased funding to support the expansion of existing MCIT programs and the creation of new MCITs, where possible.**

**Moved by: D. Noria**

**Appendix "A"**

**MEMORANDUM OF UNDERSTANDING**  
**WITH RESPECT TO**  
**THE MOBILE CRISIS INTERVENTION TEAM**

BETWEEN:

**TORONTO POLICE SERVICES BOARD**

- and -

**TORONTO EAST GENERAL HOSPITAL**



## **PREAMBLE**

**WHEREAS** the Toronto Police Services Board (the “Board”) and Toronto East General Hospital (“TEGH”), in conjunction with the Ontario Ministry of Health and Long Term Care (the “Ministry”) and the Local Health Integrated Network, have identified the need for an extended crisis intervention service for citizens of the City of Toronto suffering from acute illness who are unable or reluctant to utilize existing emergency services;

**AND WHEREAS** a community response team consisting of representatives of the TEGH’s Mental Health Services teamed with representatives of the Toronto Police Service (the “Service”), hereinafter referred to as the Mobile Crisis Intervention Team (“MCIT”), has been developed to provide prompt assessment and needed support to the citizens of the City of Toronto;

**AND WHEREAS** the Service and TEGH may have in their respective possession information relating to members of the community that the MCIT may become involved with, disclosure of which information may be required to ensure a safe and effective response by the MCIT to emergent situations;

**AND WHEREAS** subsections 41(1.1) and (1.2) of the Ontario *Police Services Act* permits the Chief of the Service or his or her designate to disclose personal information for specified purposes and in accordance with Ontario Regulation 265/98 made under the Ontario *Police Services Act*;

**AND WHEREAS** section 35 of the Ontario *Mental Health Act*, the *Personal Health Information Protection Act*, the *Public Hospitals Act*, and the regulations thereunder, impose restrictions on the collection, use and disclosure of patient information, with which restrictions TEGH is obligated to comply;

**AND WHEREAS** this Memorandum of Understanding (“MOU”) has been developed and executed by the Board, on behalf of the Service, and TEGH to set out the conditions and procedures for the operation of the MCIT and the exchange of information between the Service and TEGH as it relates to the operation of the MCIT and to ensure compliance by both parties with all applicable laws;

**NOW, THEREFORE**, the parties hereby agree as follows:

### **Part 1 – Term and Termination**

1. This MOU shall commence on November 1, 2013 and remain in effect until such time as it is terminated in accordance with section 2 (the “Term”).
2. This MOU may be terminated at any time, and for any reason whatsoever, by either party on one (1) month’s prior written notice to the other party in accordance with this MOU. Notwithstanding the foregoing, this MOU may be terminated without prior notice by either party if the other party causes a breach of security as a result of its improper use or disclosure of information.

### **Part 2 - Permitted Disclosure of Information**

3. Each of the Service and TEGH may provide the other with information as permitted by law and in accordance with this MOU. The parties acknowledge that each may, in their discretion, refuse to disclose any information in the interest of protecting the privacy of third parties or confidential informants, and to prevent any interference with, or disclosure of, law enforcement techniques.

4. The parties shall collect, disclose and use the information provided under this MOU only for the purposes specifically authorized herein, or as may otherwise be legally required.
5. Any records maintained by the Service in accordance with the provisions of the federal *Youth Criminal Justice Act* shall not be disclosed to TEGH pursuant to this MOU unless otherwise permitted pursuant to that *Act*.
6. The parties undertake to apply their respective standards in accordance with applicable legislation, to the administrative, technical and physical safeguarding of personal information and personal health information exchanged pursuant to this MOU.
7. The parties shall develop and implement any policies and practices necessary to ensure compliance with this MOU. Such policies and practices shall be developed collaboratively, in writing, between the parties.

### **Part 3 – Records**

8. The parties agree that any records generated by the parties in implementing this MOU shall be the exclusive property of TEGH and shall be retained by TEGH. Notwithstanding the foregoing, the parties agree that any records generated by the Service in relation to activities undertaken in furtherance of this MOU shall be the exclusive property of the Service and shall be maintained by the Service.
  9. The Service is bound by legislation to protect the privacy and human rights of individuals. This legislation includes (but is not limited to):
    8.
      - *Canadian Charter of Rights and Freedoms*
      - *Human Rights Code*
      - *Municipal Freedom of Information and Protection of Privacy Act*
      - *Police Services Act*
      - *Youth Criminal Justice Act*
      - *Identification of Criminals Act*
      - *Criminal Code*
      - *Christopher's Law (Sex Offender Registry)*
  10. Neither party will surrender any document(s) or property owned by the other party or that has been prepared by a representative of the other party, unless required by due process or by law. In the event due process (summons, subpoena, Court order, etc.) is served on a party or a search warrant is executed on a party for documents or property that is owned by the other party or prepared by a representative of the other party, the party receiving the request to surrender said property or document, shall advise the other affected party as soon as possible.
  11. In the event that one of the parties receives a request for information with respect to a record in the possession of the other party, the recipient of such a request shall immediately refer the request to the other party, if legally permitted to do so.
  12. Any request by third parties for disclosure of records shall be addressed by the party responsible for such records, as permitted by law. The other party will cooperate with reasonable requests for assistance in responding to such third party requests, as permitted by law.
- 9.

13. When considering any future information sharing initiative, each party will satisfy itself that the sharing is lawful. This means that once each party has defined what, how, why and with whom they want to share personal information, they will analyze the applicable laws, including regulations, to ensure that they have the legal authority to do so. The intended recipient of the information will be required to ensure that it has its own statutory authority to carry out the proposed data sharing activity. Where information is sought and received, the disclosing entity will ensure its own lawful authority to share the subject information. Sharing, publication, dissemination, use or disclosure of any shared personal information may only occur with the consent of the party that originally provided the information.
14. Each party shall be responsible for any administrative costs it incurs as a result of its responding to requests from third parties for disclosure of information generated in accordance with this MOU.

#### **Part 4 – Obligations of the Board and the Service**

15. The Board shall cause the Service to comply, in all respects, with the duties and obligations attributed to the Service hereunder.
16. The Service shall make available two (2) constables, one constable from each of 54 and 55 Divisions of the Service (the “MCIT Constables”), to the MCIT for the Term. The MCIT Constables shall be dedicated to the MCIT on a full time basis, as set out in sections 30 and 31, except when the Chief of the Service or his or her designate requires them to perform police duties in another capacity. Where practicable, the Service shall provide TEGH with twenty-four (24) hours prior notice of such service disruption.
17. It is acknowledged that the duties assigned to the MCIT Constables shall be limited to police duties only, as defined in the Ontario *Police Services Act* and at common law, and such duties shall be performed in accordance with Service Governance, as defined in the Toronto Police Service Standards of Conduct. The responsibilities assumed by the MCIT Constables shall be subject to the approval of the Chief of the Service or his or her designate.
18. The MCIT Constables shall, at all times during the Term, be qualified to perform the services required of such individuals pursuant to this MOU. The MCIT Constables may not be deployed to the MCIT until such time as they have completed the current Service training course on Crisis Resolution/Officer Safety.
19. The MCIT Constables shall be and remain employees of the Board and the Toronto Police Service Uniform Collective Agreement shall apply to the MCIT Constables. The Board shall, in connection with the work called for hereunder by the MCIT Constables, be solely responsible for the filing, collecting, remitting and payment, as applicable, of any and all taxes imposed on the Board by any governmental authority, including, without limitation, income taxes, employer health tax contributions, unemployment insurance, Canada Pension Plan contributions and workers' compensation contributions for the MCIT Constables, and shall comply with all valid federal, provincial and local regulations respecting the assumption of liability for any of the aforesaid taxes, contributions and work performed.
20. Any misconduct by the MCIT Constables shall be addressed by the Service in its sole discretion, in accordance with Service Governance and the Ontario *Police Services Act*.

21. The Service shall be solely liable for the negligent acts or omissions of the MCIT Constables that occur while performing duties associated with the MCIT.
22. The Unit Commanders of 54 and 55 Divisions or their collective designate(s) shall act as the Service liaison officers with TEGH. The Service liaison officers shall be responsible for engaging in regular communication with TEGH on behalf of the Service, including, but not limited to, attending scheduled meetings with TEGH, with respect to issues arising from this MOU and/or work performance and disciplinary procedures, as required.
23. The MCIT program will be guided through Service procedure 06-04, entitled “Emotionally Disturbed Persons”.

#### **Part 5 – Obligations of TEGH**

24. TEGH shall make available registered nurses, in good standing, to the MCIT for the Term (the “MCIT Nurses”). The MCIT Nurses shall be dedicated to the MCIT on a full time basis, as set out in sections 30 and 31, except when directed to perform nursing duties in another capacity by the Program Director, Mental Health Services, TEGH, or his or her designate. Where practicable, the TEGH shall provide the Service with twenty-four (24) hours prior notice of such service disruption.
25. The MCIT Nurses shall be subject to the approval of the Program Director, Mental Health Services, TEGH, or his or her designate.
26. The MCIT Nurses shall provide psychiatric nursing care for the MCIT as part of the MCIT in accordance with:
  - (a) the policies, by-laws, mission statement, values and procedures of TEGH; and
  - (b) the requirements of any professional body or college of which they are members.
27. The MCIT Nurses shall be and shall remain employees of TEGH. TEGH shall, in connection with the work called for hereunder by the MCIT Nurses, be solely responsible for the filing, collecting, remitting and payment, as applicable, of any and all taxes imposed on TEGH by any governmental authority, including, without limitation, income taxes, employer health tax contributions, unemployment insurance, Canada Pension Plan contributions and workers' compensation contributions for the MCIT Nurses, and shall comply with all valid federal, provincial and local regulations respecting the assumption of liability for any of the aforesaid taxes, contributions and work performed.
28. TEGH shall be solely liable for the negligent acts or omissions of the MCIT Nurses that occur while performing duties associated with the MCIT.
29. The Program Director, Mental Health Services, TEGH or his or her designate will act as the TEGH liaison officer. The TEGH liaison officer shall be responsible for engaging in regular communication with the Service on behalf of TEGH, including, but not limited to, attending scheduled meetings with the Service, with respect to issues arising from this MOU and/or work performance and disciplinary procedures, as required.

## **Part 6 – Operation of the MCIT**

30. The parties agree to use their best efforts to ensure that the MCIT Constables and the MCIT Nurses are available for deployment to the MCIT during the operational hours as agreed to by the Program Director, Mental Health Services and the Unit Commanders of 54 and 55 Divisions during the Term.
31. Notwithstanding section 30, the parties hereby acknowledge that:
  - a. the operation hours of the MCIT will be seven days a week and will generally involve an evening or a night shift;
  - b. the hours worked by the MCIT Constables shall not exceed eighty (80) hours in a two (2) week cycle, subject to any approved overtime. In the event that the MCIT Constables incur overtime, they shall, as soon as practicable, notify the Officer-in-Charge of the Unit to which they are assigned to request authorization for the overtime, as per Unit policy; and
  - c. the hours worked by the MCIT Nurses shall not exceed forty (40) hours per week, subject to any approved overtime. Overtime incurred by the MCIT Nurses shall be dealt with in accordance with TEGH's policies and procedures.
32. One (1) MCIT Constable and one (1) MCIT Nurse will constitute a dedicated team responsible for responding to incoming calls for service (a "Call"). Referrals for MCIT's services may be received directly from field officers through 54 and/or 55 Divisions and or the Toronto Police Service, Communications Services.
33. The MCIT will refer clients to appropriate services if follow-up treatment or assistance is required or recommended.
34. A two officer Primary Response Unit (the "PRU") will be dispatched by the Service to all Calls involving a potential emotionally disturbed person to assess; (i) any potential safety issues; (ii) the need for criminal charges, and (iii) general suitability of the situation for the MCIT to attend, subject to the priorities determined by the Service, in its sole discretion.
35. Where multiple Calls are received, the MCIT Nurses shall be responsible for triaging and prioritizing such Calls to the best of their ability given available information.
36. It is acknowledged that in the event there are more Calls than the MCIT can reasonably be expected to respond to in a timely manner, as determined solely by the MCIT Nurses, and the MCIT cannot attend a particular Call, the PRU will be responsible for resolving the Call.
37. The MCIT Nurses shall be assigned to the MCIT Program strictly in a clinical nursing capacity. The MCIT Nurses shall follow the instructions of the Service, including the MCIT Constables, with respect to any officer or citizen safety issues.
38. The MCIT Constables shall at all times be subject to the general supervision and direction of the Service during the performance of their duties, including any duties performed when deployed with the MCIT. Similarly, the MCIT Nurses shall at all times be subject to the general supervision of the Manager - Mental Health Services and the Program Director, Mental Health Services, TEGH.

39. The MCIT Constables shall be supplied with a police vehicle equipped with a police radio, mobile workstation and screen, at the discretion of the Chief of the Service. The cost of the vehicle shall be solely borne by the Service, including any costs incurred in fuelling and servicing the vehicle to ensure it is safe for operation. Only Service personnel shall operate this vehicle and they shall do so in accordance with Service Governance with regard to Police Service Vehicle Operations.
40. The MCIT shall determine, at all times having regard to safety and the exigencies of the circumstances, the most appropriate mode of transport for an individual who is arrested or detained pursuant to applicable sections of any federal, provincial or city statutes or by-laws.
41. PRU officers shall transport persons taken into custody in accordance with Service Governance. It is understood that the MCIT Constables shall maintain, and be solely responsible for, the person in custody.

### **Part 7 – Insurance & Indemnity**

42. Each party (the “Indemnifying Party”) shall indemnify, defend and hold harmless the other party (the “Indemnified Party”) against any and all liabilities, claims, damages, amounts paid in settlement, losses, costs and expenses, including reasonable lawyers’ fees, disbursements and court or arbitration costs, which the Indemnified Party may incur as a result of the negligent acts or omissions of the Indemnifying Party or those for whom it is legally responsible, including, but not limited to, as set out in sections 20 and 28.
43. Each party will include the other party as an additional insured on its general liability policy, with a policy limit of at least \$5 million per occurrence which policy shall, without limitation, include coverage for the negligent acts, errors or omissions made by the Indemnifying Party in connection with the performance of its obligations set out in this MOU.
44. Each party shall provide the other with proof of insurance that contains a provision whereby there shall be no reduction, cancellation or expiration of coverage or policy limits without the express written consent of the other party.

### **Part 8 – Roles and Responsibilities**

45. Each party has provided information to the other regarding their respective roles and responsibilities in conjunction with the MCIT and this MOU. Subject to sections 3 and 5, each party expressly agrees to continue to provide updated information to the other party relevant to the services of the MCIT on a continuing basis during the Term and any renewal terms of this MOU.
46. The Service shall be responsible for ensuring that the MCIT Constables receive annually required and/or legislated training.
47. TEGH shall be responsible for ensuring that the MCIT Nurses maintain their discipline specific training and licensure in accordance with TEGH’s policies and procedures and also those of the professional regulatory bodies or colleges to which the personnel belong.

## **Part 9 - General**

48. The Board grants permission to TEGH to use the Service crest in relation to the MCIT program subject to the following terms and conditions:
- (a) the crest shall only be used for official correspondence and community notifications related to the MCIT program; and
  - (b) the crest shall not be used in association with any form of solicitation or fund-raising.
49. The parties agree that this MOU is the complete agreement between the parties and replaces all prior communications related to the subject matter of this MOU.
50. This MOU may not be supplemented, modified or amended unless any such supplement, modification or amendment is executed in writing by the duly authorized representatives of the parties.
51. Neither party may assign or otherwise transfer this MOU or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, such consent will not be required if such assignment or transfer is to a wholly owned or controlled affiliate of a party or in connection with the sale of all or a substantial part of its assets or business of a party or in connection with a reorganisation or merger, provided that the assignee agrees in writing to be bound by the provisions of this MOU.
52. This Agreement shall inure to the benefit of and be binding upon the parties' successors and permitted assigns.
53. No waiver of any breach of any term or provision of this MOU will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.
54. If any provision of this MOU is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.
55. Notices under this MOU shall be in writing and delivered personally or by ordinary prepaid mail. Notices delivered by mail shall be deemed to have been received on the fourth business day after the date of mailing. In the event of an interruption in postal service, notice shall be given by personal delivery or by fax. Notices delivered by fax shall be deemed to have been received at the time of delivery or transmission, provided a transmission receipt is obtained. All correspondence and other notices related to the terms of this MOU shall be delivered as set forth below:

To: **Toronto Police Services Board**  
c/o Executive Director  
Toronto Police Service  
40 College Street  
Toronto, ON M5G 2J3  
Fax: (416) 808-8082

To: **Toronto East General Hospital**  
c/o President & CEO  
Toronto East General Hospital  
825 Coxwell Avenue  
Toronto, Ontario  
M4C 3E7  
Fax: (416) 469-6106

56. Each of the parties shall from time to time execute and deliver such further documents and instruments and do acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this MOU.
57. The parties are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this MOU. Neither party will make any warranties or representations on behalf of the other party.
58. Neither party will be liable for failure to perform one or more of its obligations under this MOU when such failure is due to a cause or causes beyond the reasonable control of such party.
59. This MOU shall be governed exclusively by the laws of the Province of Ontario and the laws of Canada applicable therein.
60. Each party agrees to comply, at its own expense, with all applicable laws, regulations, rules, ordinances, and orders regarding its activities related to this MOU.
61. This MOU may be executed in counterparts, and may be delivered by facsimile or electronic transmission, including, without limitation, in portable document format (PDF), and all such counterparts shall constitute one and the same MOU.



IN WITNESS WHEREOF, this MOU has been signed on behalf of the Toronto Police Services Board and the Toronto East General Hospital by their duly authorized officers on the dates noted below:

**Toronto Police Services Board**

Per:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name and Title (please print)

\_\_\_\_\_  
Date

**Toronto East General Hospital**

Per:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name and Title (please print)

\_\_\_\_\_  
Date

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE  
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 12, 2013**

**#P291. MEDICAL ADVISOR: VENDOR SELECTION**

The Board was in receipt of the following report November 01, 2013 from William Blair, Chief of Police:

Subject: TORONTO POLICE SERVICE MEDICAL ADVISOR, VENDOR SELECTION

Recommendation:

It is recommended that the Board approve Wellserve Health Care Management (WHCM), a Division of Wellpoint Health Corp. (WHC) as the vendor for occupational health and safety and medical consulting services for a three-year term, from January 1, 2014 to December 31, 2016, with an option to extend, at the discretion of the Chief of Police, for two (2) separate and additional one-year periods thereafter provided the terms and conditions are agreeable to both parties.

Financial Implications:

Based on the proposed hourly rate and the estimated annual occupational health and safety and medical consulting services required, the estimated cost in each year of the three year term is \$285,000 including taxes. This amount will be included in the operating budget request for each year of the three-year term.

Background/Purpose:

The current contract for the provision of fitness for duty assessments and occupational health and safety and medical consulting services (including the medical management of self-insured short and long-term disability claims management) held by WHCM, a Division of WHC, will expire on December 31, 2013. This report provides information on the results of the Request for Proposal (RFP) process conducted to select a vendor to provide the above-noted services.

Discussion:

A RFP for the Toronto Police Service Medical Advisor was issued on August 19, 2013, with a closing date of September 12, 2013 (RFP #1137236-13). The Medical Advisor, as provided for in our collective agreements, is required to have medical charge of all employees who, on account of illness, injury and disability, are unable to perform their duties and/or work assignments. To fulfil this role, the Chief of Police requires a Medical Advisor to perform fitness for duty assessments and provide any other required occupational health and safety and medical consulting services. The services provided by the Medical Advisor are not intended for primary medical care as this is at the discretion of the member and not the employer.

### *RFP Process and Results*

The Service advertised the RFP internationally using the worldwide web to interested vendors using MERX. MERX is Canada's leading electronic tendering service, designed to facilitate the procurement of goods and services worldwide. 16 proponents downloaded the RFP package.

The evaluation criteria for the service provider submission selection were included in the RFP, and are as follows:

- Demonstrated high level of understanding of the requirements detailed in the RFP (30%)
- Relevant experience, profile and qualifications (30%)
- Demonstrated successful interaction in a unionized environment (10%)
- Demonstrated successful interaction in an emergency services environment (10%)
- Demonstrated successful interaction in a policing environment (10%)
- Value added merit (10%)
- Cost of services (30%)

The RFP closed on September 12, 2013. The following seven submissions were received and screened for submission compliance by Purchasing Support Services and released to the evaluation team.

- Workplace Health & Cost Solutions (WHCS)
- D&D Disability Management
- Acclaim Ability Management
- Wellserve Health Care Management (WHCM), a Division of Wellpoint Health Corp. (WHC)
- WMC Workplace Medical Corp.
- RRJ Investments Inc.
- WRI Group

An evaluation of the technical components of the proposals was performed against the pre-determined evaluation criteria listed above. In accordance with the RFP the top 3 submissions moved to the interview stage of the process. Based on the evaluation and interview, WHCM, a Division of WHC achieved the highest score. In addition, WHCM, a Division of WHC also provided the lowest cost for the provision of services set out in the RFP. WHCM, a Division of WHC provided a fixed rate for the entire 3 year term, thereby ensuring the Service continues to receive the best financial value over the contract term.

The proposed rate/fee schedule submitted in its bid for the three-year contract is \$225.00 per hour, effective January 1, 2014 to December 31, 2016.

The rate/fee schedule proposed by WHCM, a Division of WHC is reasonable and well below the current 2013 Ontario Medical Association's (OMA) hourly fee (\$338.00, excluding taxes) recommended for physicians performing part-time employment.

It should be noted that the current vendor, WHCM amalgamated with WHC in January 2013, which has resulted in a broader resource base which will enhance the effectiveness of its occupational health service delivery. WHCM as a single entity and later as a Division of WHC, post amalgamation, has provided an excellent service in the past and has met the diverse needs of our large organization.

Conclusion:

It is hereby recommended that the Board approve Wellserve Health Care Management (WHCM), a Division of Wellpoint Health Corp. (WHC) as the vendor for occupational health and safety and medical consulting services for a three-year term, from January 1, 2014 to December 31, 2016, with an option to extend, at the discretion of the Chief of Police, for two (2) separate and additional one-year periods thereafter provided the terms and conditions are agreeable to both parties.

Deputy Chief Mike Federico, Corporate Command, and Mr. Tony Veneziano, Chief Administrative Officer, Administrative Command, will be in attendance to answer any questions that the Board members may have regarding this report.

**The Board approved the foregoing report.**

**Moved by: A. Pringle**

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE  
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 12, 2013**

**#P292. ELECTRICAL SERVICES: VENDOR OF RECORD**

The Board was in receipt of the following report November 26, 2013 from William Blair, Chief of Police:

Subject: ELECTRICAL SERVICES - VENDOR OF RECORD

Recommendation:

It is recommended that the Board approve Stevens and Black Electrical Contractors Incorporated (Stevens and Black) as the vendor of record for the provision of electrical services for the five year period from January 1, 2014 to December 31, 2018.

Financial Implications:

The average estimated annual expenditure for electrical services is approximately \$350,000, and funding for this purpose is included in the Toronto Police Service's (Service) annual operating and capital budgets. The approximate total value of the award is \$1,750,000, plus applicable taxes.

Background/Purpose:

The Service currently has a vendor of record for the provision of electrical services. This is a common industry practice and allows the Service to provide a quick response to emergency repairs and to ensure other necessary electrical work is performed in an expedient manner. Examples of such work include the relocation of electrical outlets/switches, failures requiring immediate attention and emergency repairs. The electrical vendor of record may also be utilized for small projects where it is more cost effective and efficient to use the Vendor of Record than use a different service provider. Quotes are requested from the vendor before any work is awarded.

Stevens and Black is the current supplier of electrical services. The current contract with Stevens and Black expires on December 31, 2013.

The purpose of this report is to establish an electrical services vendor of record for a five year period starting on January 1, 2014.

Discussion:

On August 27, 2013, Purchasing Support Services issued a Request for Proposal (RFP) #1137097-13 to select a vendor of record for the provision of electrical services. As a result, the

Service advertised the RFP to interested vendors using MERX, an electronic tendering service, designed to facilitate the procurement of goods and services. Twenty-one (21) vendors downloaded the RFP package.

The RFP closed on September 24, 2013 and five (5) responses were received. The respondents were:

- Stevens and Black Electrical Contractors Ltd.;
- Hart-Well Electrical Company Ltd.;
- OZZ Electric Inc.;
- The State Group Inc.;
- Ainsworth Inc.;

The submissions were subsequently reviewed by members of the evaluation committee, using the following evaluation criteria:

- service provider experience (15 points);
- information provided in relation to the work required (20 points);
- qualifications of assigned personnel (20 points);
- evaluation of health and safety policy and procedures (10 points);
- warranty provisions (5 points); and
- pricing (30 points).

The committee's evaluation resulted in Stevens and Black achieving the highest overall score. Stevens and Black was also the lowest cost proponent.

#### Conclusion:

The Service requires a qualified electrical contractor to be available to perform necessary electrical work that cannot be tendered due to time constraints or, because of its nature, cannot be adequately specified. The establishment of a vendor of record provides the Service with the ability to access the required electrical services when needed and at pre-determined rate.

As a result of a competitive purchasing process conducted by the Service, Stevens and Black is being recommended as the vendor of record for the provision of electrical services for a five year period from January 1, 2014 to December 31, 2018.

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.**

**Moved by: A. Pringle**

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE  
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 12, 2013**

**#P293. BUSINESS CASE FOR APPROVAL TO COMMENCE FILLING TWO  
POSITIONS IN THE PROJECT MANAGEMENT OFFICE: FINANCIAL  
ADMINISTRATOR AND ADMINISTRATIVE CLERK**

The Board was in receipt of the following report November 29, 2013 from William Blair, Chief of Police:

Subject: BUSINESS CASES FOR THE COMMENCEMENT OF THE PROCESS TO  
FILL TWO POSITIONS IN THE PROJECT MANAGEMENT OFFICE:  
FINANCIAL ADMINISTRATOR; AND ADMINISTRATIVE CLERK.

Recommendations:

It is recommended that the Board approve commencing the hiring process to fill:

- (1) the vacant Financial Administrator position in the Project Management Office (PMO);  
and
- (2) the vacant Administrative Clerk position in PMO.

Financial Implications:

The funding for the following two positions has been included in the Toronto Police Service's (Service) 2014 operating budget request, as approved by the Board. There are no financial implications with respect to these positions as they are part of the approved civilian establishment.

The applicable salary scales are as follows:

1. The Financial Administrator (Class A08/35): The pay scale is \$62,757.45 to \$71,002.70.
2. The Administrative Clerk (A05/35): The pay scale is \$49,776.62 to \$56,834.32.

Background/Purpose:

The Board, after considering the submission for the 2013 operating budget at its December 10, 2012 meeting, approved the following motions (Min. No. P299/12 refers):

2. *THAT, with the exception of communication operators, the Board direct that there be no hiring of uniform or civilian members, effective December 31, 2012, except where warranted and approved by resolution of the Board, following consideration of a detailed business case submitted by the Chief; and*

3. *THAT, the Board direct that there be no promotion of uniform or civilian members, effective December 31, 2012, except where warranted and approved by resolution of the Board, following consideration of a detailed business case submitted by the Chief.*

This report is in a prescribed format that has been reviewed and approved by the Board Chair.

Discussion:

The PMO unit of Information Technology Services (ITS) enables strategic alignment and sustainable delivery of information technology (IT) services through the advancement of governance frameworks and project and portfolio management practices and principles. IT governance is the structure and processes which ensure delivery of expected benefits of IT in a controlled way in support of TPS' priorities and organizational goals.

The PMO unit is also responsible for providing financial administrative service for the ITS pillar which is responsible for the Service's IT related contracts, many of which are large in size.

The total budget for 2013 for the Project Management Office is \$1,169,900, including salaries and benefits with an authorized establishment of 9 positions:

- Two Managers
- Two Senior Analysts
- One Senior Programmer
- One Financial Administrator (currently vacant)
- One Accounting Clerk
- One Administrative Clerk (currently vacant)

The core functions for these positions are summarized in the attached appendices "A" and "B"

1. *Financial Administrator position:*

The Financial Administrator position fulfils many activities that are directly associated with ITS' due diligence in the execution of business processes.

The position became vacant in September, 2012, as a result of the incumbent's retirement from the Service. The Financial Administrator advises, co-ordinates, analyses and monitors the ITS operating and capital budget expenditures of approximately \$52.0M annually, facilitating compliance to financial reporting, procurement processes, and spending level constraints. The role provides direct financial report reconciliation and analysis services for the Director to ensure that fact-based decisions are based on accurate financial information.



***Benefits of approving the recommendation:***

The thorough review and correct submission of financial information avoids iterative submissions between the Director and six Managers of ITS with the Budget and Control, Financial Management and Purchasing Support Services units.

The Financial Administrator is key to:

- Ensuring that each expenditure has the correct authorization and documentation;
- Accurate financial records that will meet accounting, financial and audit standards;
- Application of current financial and procurement policy and process; and,
- The consistent interpretation of the policies and processes to the units of ITS for compliance.

The Financial Administrator assists the Director and Managers of ITS in meeting the organization's objective to 'do more with less' and validate value and efficiency. The position supports the managers' detailed analysis, research and documentation of the products and services used, the costs over multiple years and the alternative strategies considered.

The Financial Administrator oversees the administrative processes that:

- Increase accuracy and timeliness of administrative entries; and,
- Manage and reduce overtime and callback expenditures.

***Risks of not approving the recommendation:***

The continued vacancy would impact the internal controls for:

- procurement processes, resulting in delays and errors in acquisitions
- service levels for acquisitions;
- accurate, consistent and timely variance budget reporting;
- timely project budget reconciliation;
- processing goods receipts and invoices;
- consistent preparation and submission of operating and capital budgets;
- coordinated provision of administrative services to all managers and members of ITS; and
- performance management reporting.

In addition, ITS is without backup coverage for the duties of the Accounting Clerk for periods of vacation, sickness and for high demand periods such as year-end.

***Alternatives Considered:***

A number of options were considered as an alternative to permanently staff the position, such as:

- Redistribution of work: not possible as other members in the unit do not possess the necessary accounting education, skills and experience;

- Reassign work to Accounting Clerk: not possible as the volume of transactions processed does not permit time in their work schedule to assume additional duties, nor do they have the required experience;
- Distribute workload to other units: not possible as the capacity of the Budget and Control and Financial Management units is challenged with vacancies and they are unable to take on the volume and variety of financial and analysis work generated by ITS. In addition, Purchasing Support Services does not have the capacity to provide the required analysis service to ITS units. Even if the financial work could be transferred to other units, the financial support to the managers, administrative and supervisory duties would remain un-resourced; and,
- Hire a contractor: not recommended as the estimated cost to provide comparable services by utilizing a contracted resource based on current market rates, would be significantly higher than the internal position's salary scale. In addition, this is not a sustainable solution for a permanent need.

## 2. The Administrative Clerk position:

The Administrative clerk position became vacant in March, 2013, as a result of the incumbent's promotion and transfer. This position provides day-to-day centralized services to all units within ITS, as the managers do not have their own dedicated administrative clerks.

### ***Benefits of approving the recommendation:***

Approving the recommendation permits the continued centralization of basic administrative services necessary for the operation of ITS. Centralizing these activities is core to meeting the organization's objective to 'do more with less', in the most efficient manner, at the least cost.

The Administrative Clerk is key to:

- Minimizing the administrative support effort for over 100 members of ITS;
- Creating accurate TRMS (premium pay) and HRMS (personnel) records that will meet the information needs of payroll and human resource units, as well as audit requirements.
- Applying consistent treatment of the TPS procedures ITS must follow; and,
- Allowing technical experts and managers to do their technical work and not spend time on administrative tasks.

### ***Risks of not approving the recommendation:***

The continued vacancy presents the following risks:

- Policies and procedures are not followed consistently or correctly as required by Service governance;
- Timely and accurate record keeping for time and attendance and personnel;
- Disrupted or delayed operations as unfamiliar personnel search out procedures and proper methods to secure information, products or services normally handled by the administrative personnel;
- Internal customer service is reduced or eliminated;
- Errors and omissions in record keeping.

### ***Alternatives Considered:***

A number of options were considered as alternatives to permanently staff the position, such as:

- Redistribution of work: not possible as centralized efficiencies lost and other members are in higher ranked positions requiring information technology expertise and skills;
- Reassign work to Accounting Clerk: not possible as the volume of transactions processed does not permit time in the Accounting Clerk's work schedule to assume additional duties;
- Hire a contractor: not recommended as the cost of contract staff, based on a one year period at current market rates, is higher than cost of a permanent resource (salary and benefits).

### ***How the recommendation supports the Board's Business Plan and TPS Strategic Objectives:***

Information Technology Services (ITS) of the TPS is required to have an information technology (IT) strategic plan to comply with Ontario Regulation 03/99, the Adequacy and Effectiveness of Police Services in the Police Services Act. This is in support of the Ontario Police Services Act Section 30, subsection 2 (c), which states that every board shall prepare a business plan for its police service at least once every three years and that business plan shall address information technology. One of the key priorities of the ITS plan is to continue to enable TPS operations by providing support and maintenance for systems and tools used to operate the TPS organization and to ensure that technology is usable, current and aligned to TPS and industry.

### ***Impact on the 2014 Operating/Capital Budgets:***

The vacant positions are part of the Service's approved civilian establishment and the associated costs are included in the 2014 operating budget request approved by the Board.

Approving the hiring process for these vacant position allows the unit to continue current operations, and continue the internal processes and controls to manage the financial and administrative processes in a cost efficient and effective manner that fulfils the objectives of ITS and the Service.

### ***Impact of City Shared Services Study:***

Based on TPS' review of the KPMG Shared Services final report from the City Manager's Shared Services Study, the area of project management, IT governance and administration would not be impacted by the recommendations.

### **Conclusion:**

There is significant risk and level of inefficiency associated with not staffing the two positions in PMO. Therefore it is recommended that the Board approve the commencement of the hiring process to fill the vacant positions of Financial Administrator and Administrative Clerk in the Project Management Office of Information Technology Services.

The Chief's Internal Organization Review has no impact on the positions the Services is requesting be filled in this report.

Deputy Chief Mike Federico, Corporate Command and Mr. Tony Veneziano, Chief Administrative Officer, Administrative Command, will be in attendance to answer any questions that the Board may have regarding this report.

**The Board approved the foregoing report and noted that the process to fill the positions can commence on January 01, 2014.**

**Moved by: M. Del Grande**

## **Appendix “A”**

### *Responsibilities of the Financial Administrator, Information Technology Services – Project Management Office:*

The core functions for this role include:

- directly supervises administrative activities, facilitates equitable procurement and acquisition processes;
- inputs and validates accounting transactions, monitors contracts and associated management and renewal activities;
- is a key liaison between the Director of ITS, six Managers, the Chief Administrative Officer, the analysts of Budget & Control, the Financial Management personnel, and the Manager and Buyers of Purchasing Support Services.
- The Financial Administrator advises, co-ordinates, analyses and monitors the ITS operating and capital budget expenditures of approximately \$52.0M annually, facilitating compliance to financial reporting, procurement processes, and spending level constraints;
- The role provides direct financial report reconciliation and analysis services for the Director to ensure that fact-based decisions are based on accurate financial information.

## **Appendix “B”**

### *Responsibilities of the Administrative Clerk, Information Technology Services – Project Management Office:*

The core functions for this role include:

- Enters, administers, monitors and updates information on the Time and Resource Management System (TRMS). Initiates corrections with members to avoid downstream errors;
- Enters, administers, monitors and updates information for Human Resources Management System (HRMS) and runs regularly scheduled and ad hoc reports. Initiates corrections with members to avoid downstream errors;
- Attends meetings to take minutes, transcribes and circulates the documents;
- Ensures correspondence is responded to in a timely fashion, tracks and advises of outstanding issues;
- Processes performance appraisals for all members;
- Inputs data and statistics to maintain up to date computer-based files, lists and records;
- Provides reception services and visitor escort and monitoring;
- Answers the ITS main phone, fields telephone inquiries or redirects them to the respective Unit/personnel;
- Circulates current Call-back lists for emergency and off hour responses;
- Maintains unit files, ledgers, registers, vehicle logs;
- Prepares meeting agendas, sets appointments, takes minutes as requested;
- Receives and sorts mail for all 40 College Street ITS members;
- Maintains the central supply of stationery, toners, etc., monitoring the inventory, ordering as necessary;
- Assists the Accounting Clerk and Financial Administrator in overload situations;
- Coordinates course booking and attendance for members; and
- Prepares building deficiency reports and coordinates repairs.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE  
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 12, 2013**

**#P294. BUSINESS CASE FOR APPROVAL TO COMMENCE FILLING A  
POSITION IN INFRASTRUCTURE & OPERATIONS SUPPORT  
SERVICES: JUNIOR PROGRAMMER ANALYST**

The Board was in receipt of the following report November 29, 2013 from William Blair, Chief of Police:

Subject: BUSINESS CASE FOR THE COMMENCEMENT OF THE PROCESS TO  
FILL THE POSITION OF JUNIOR PROGRAMMER ANALYST,  
INFRASTRUCTURE & OPERATIONS SUPPORT SERVICES.

Recommendation:

It is recommended that the Board approve commencing the hiring process to fill the vacant Junior Programmer Analyst position in Infrastructure & Operation Support Services (IOSS).

Financial Implications:

The salary scale for the position of Junior Programmer Analyst (Class A07/35) is \$58,200.91 to \$64,968.12. The position became vacant as a result of the incumbent's promotion and transfer. The funding for the vacancy is included in the Toronto Police Service's (Service) 2014 operating budget request, as approved by the Board.

Background/Purpose:

The Board, after considering the submission for the 2013 operating budget at its December 10, 2012 meeting, approved the following motions (Min. No. P299/12 refers):

2. *THAT, with the exception of communication operators, the Board direct that there be no hiring of uniform or civilian members, effective December 31, 2012, except where warranted and approved by resolution of the Board, following consideration of a detailed business case submitted by the Chief; and*
3. *THAT, the Board direct that there be no promotion of uniform or civilian members, effective December 31, 2012, except where warranted and approved by resolution of the Board, following consideration of a detailed business case submitted by the Chief.*

This report is in a prescribed format that has been reviewed and approved by the Board Chair.

## Discussion:

The Service has more than 120 software applications running in a heterogeneous environment. Primarily these applications are in UNIX, Windows, DB2, Oracle and Informix environments. As new applications are developed and existing applications change, the applications go through a thorough testing in the ITS Quality Assurance (QA) test area before they are released to production.

The Service also has a number of system software that are installed and regularly used in the field. Any new or changes to the versions of the system software are tested in the QA department before being released to the field.

The following are the services provided by QA in order to meet the above objectives.

- **Application of Security access confirmation:** The activity includes the request to set-up test accounts with application's security groups based on the user requirements and verifies that each security group is set-up as outlined and functions as designed.
- **Installation package verification:** This activity involves the testing of the deployment and installation of the packaged system to a standard TPS workstation or specified environment.
- **Coexistence Testing:** This testing has three focal points in the test process. Verification of applications running in the standard TPS environment with no conflict with other applications. Verification that new or changes to system software work in conjunction with other systems that are used in the field. Verification that applications coexists with each other in certain workstation groups and/or specified environments.
- **Technical Operational Testing:** Verification that the application meets specific types of performance, stress, volume and load criteria.
- **Multi User Testing:** Multi-user testing is the simultaneous use of the system/product by multiple users to determine impact to the system.
- **Integration Testing:** The first level of testing which formally integrates a set of programs that communicate among themselves via messages or files (a client and its server(s), a string of batch programs, or a set of online modules within a dialog or conversation.)

The 2014 budget for the Infrastructure and Operations Support Services (IOSS) Unit is \$8,849,700, including salaries and benefits with an authorized establishment of 36 positions:

- One Manager
- One Assistant Manager
- One Supervisor
- One Project Leader
- Seven Senior Technical Analysts
- One Senior Analyst
- One Supervisor Operations
- Seven Intermediate Technical Analysts
- One Analyst, Change Management
- Two Intermediate Programmers



- Five Lead Operators
- Two Junior Technical Analysts
- One Junior Programmer (currently vacant)
- Five Operators

In July 2012, the Junior Programmer Analyst position became vacant due to a staff promotion and unit transfer.

The Junior Programmer Analyst position is actively involved in ensuring computer automated processes that have been purchased as a commercial-off-the-shelf product or developed in-house meet the business needs. In addition the position ensures IT quality assurance and test criteria required of a system/product/software/infrastructure is properly prepared and outlined by the user in collaboration with IT.

Testing is required when there is a change, upgrade or an introduction of something new to the existing IT environment. Testing involves the planning, analysis, review, design and development of test plans, test cases, automated test scripts, test environment set-up and mimicking the system/product/software/infrastructure usage to validate and verify that business and technical requirements are met. It requires the interaction of various subject-matter-experts to reach the same corporate goal of providing clean and uninterrupted service and information to TPS.

The core functions for this position are summarized in the attached Appendix “A”.

***Benefits of approving the recommendation:***

Approving the recommendation permits the continued test services for other IT units necessary for the operation of ITS. QA activities is core to meeting the organization’s objective to ‘do more with less’, in the most efficient manner, at the least cost.

The Junior Programmer Analyst position is key to:

- Attending to high priority projects/initiatives in a timely manner;
- Minimizing the test service support effort provided to other IT Units;
- Reducing delays in providing test services;
- Minimizing risk of error and provision of more accurate test results;
- Staff work-load realignment and streamlining;
- Continuous improvement and best practice application of Software Testing;
- Allowing the Project Leader to prioritize the work load more rationally; and,

***Risks of not approving the recommendation:***

Specifically, the impact/risks of not staffing this vacancy include:

- Critical tasks that must be completed in support of high priority projects will continue to occur on staff off hours incurring overtime so that both high priority projects and operational production support for TPS infrastructure and system/product/software is

maintained. For example, from July 2012 to November 2013, 24 hours of call-back and 190.75 hours of overtime was incurred (approximately \$10,000) to ensure both operational support and high priority tasks were dealt with equally.

- Additional workload is placed on the already busy members of the test group. The work is primarily being dispersed between two members who cannot keep up with the additional burden. A third senior resource steps in frequently in the attempt to reduce the work stress among the team members, but in turn carries the additional burden as their work load and responsibilities continue to fall behind schedule. The staff is burning out as the position has been vacant for a significant period of time. This situation does not foster a good health and wellness environment nor does it offer a healthy work-home life balance.
- The test group has limited resources and their availability is carefully monitored to accommodate numerous IT project/initiative schedules and requests for test services. Being down one member has impacted staff availability even more due to the need to carry the workload of the vacant positions responsibilities and the increased number of requests for test services. There is no longer a balance when providing the appropriate service levels expected of the group and completing the tasks on time and on budget.
- With a continuing increase in numbers of requests for test services, there is increased risk of not meeting project deadlines and committed deliverables due to the unavailability and accessibility to test group members. They are no longer able to keep up the expected service levels for their specialized skill set as software testers. A five to ten day turnaround or more is becoming the normal turnaround time to act and process requests for test services.
- The test groups unit and administrative tasks that impact other IT Units have been put on hold or given a lower priority so that test services have precedence to all responsibilities of the group. This too causes delays in provisioning test services. There is a greater risk of error when standards and guidelines are not put into effect or followed and the test process fails to identify defects/issues that could eventually be put into operation for use by the Service.
- The increased workload, the need for more testing with one less resource impacts the time and effort needed to proactively review current business practices to ensure continuous improvement of the business of testing within the group by streamlining and automating them. For example, improving business practices based on industry standards by following the Control Objectives for Information and Related Technology (COBIT) framework, Information Technology Infrastructure Library (ITIL) and the Quality Assurance Institute (QAI) guidelines, or improving the notification process of request for test services by incorporating them into the Cherwell software has been postponed due to resources having to keep up with day to

day requests for test services. This task has fallen to the wayside as priorities shift to react to higher and more visible test needs of capital/operational projects/initiatives.

***How the recommendation supports the Board's Business Plan and TPS Strategic Objectives:***

Information Technology Services (ITS) of the TPS is required to have an information technology (IT) strategic plan to comply with Ontario Regulation 03/99, the Adequacy and Effectiveness of Police Services in the Police Services Act. This is in support of the Ontario Police Services Act Section 30, subsection 2 (c), which states that every board shall prepare a business plan for its police service at least once every three years and that business plan shall address information technology. One of the key priorities of the ITS plan is to continue to enable TPS operations by providing support and maintenance for systems and tools used to operate the TPS organization and to ensure that technology is usable, current and aligned to TPS and industry.

***Alternatives Considered:***

A number of options were considered as alternatives to permanently staff the position, such as:

- Redistribution of work load to Intermediate Programmer Analysts in QA.
- Not possible as efficiencies will be lost as the other positions are higher ranked;
- Difficult if not impossible for two permanent Intermediate Programmer Analysts to be an expert on all applications, platforms and systems;
- Not possible as the volume of test services processed does not permit time in the Intermediate Programmer Analysts work schedule to assume additional duties.
- Delays to project implementations.
  
- Hire a contractor.  
The estimated cost to continue providing the required services by utilizing a contracted resource is \$145,000 annually, which is \$60,000 more than a full time employee. The Service policy is to use contractors to provide short term expertise, for example on projects, rather than to replace staff. To replace staff with a contractor on a long term basis is not cost-effective or sustainable and would result in:
  - A net increase to the operating budget of \$60,000 annually;
  - Some loss of the investment, when the contractors leave, because they take with them knowledge of TPS technologies, technical infrastructure and requirements of business; and
  - Additional funding will need to be approved and uncertainty whether funding will be available and approved year after year.

***Impact on the 2014 Operating/Capital Budgets:***

The vacant position is part of the Service's approved civilian establishment and the associated costs are included in the approved 2014 operating budget request, as approved by the Board.

Approving the hiring process for this position allows the unit to continue to provide IT Quality Assurance services in a cost efficient and effective manner that fulfils the objectives of ITS with no negative impact on the capital or operating budget.

***Impact of City Shared Services Study:***

Based on TPS' review of the KPMG Shared Services final report from the City Manager's Shared Services Study, the area IT Quality Assurance would not be impacted by the recommendations.

**Conclusion:**

Each year the workload increases with the number of request for test services which are driven by capital, operational projects/initiatives, changes and upgrades.

If the Junior Programmer Analyst position is not filled, responding and acting on the request for test services will continue to take a much longer time to process. Service levels will not be met in a timely and efficient manner and will continue to drop due to the additional workload incurred by the test group members. There is a greater possibility of system/product/software/infrastructure being placed into operation with errors and interruption to the Service which could impact the reliability of information and system functionality. This in turn causes additional calls to the Help Desk and Computer Operations, additional trouble tickets and frustration for our end users. It also incurs the additional expense in time and money for incident or problem resolution by other IT specialists. Lower priority or deferred items such as improving business practices by streamlining and automation within the test group will continue to create gaps between the customer (end-user) and the IT units as frustration levels rise and errors are made.

With the increase in workload and the unfilled position of the Junior Programmer Analyst there is a concern that the situation will deteriorate even more. We therefore respectfully submit a request to fill the Junior Programmer Analyst position.

The Chief's Internal Organization Review has no impact on the positions the Service is requesting be filled in this report.

Deputy Chief Mike Federico, Corporate Command and Mr. Tony Veneziano, Chief Administrative Officer, Administrative Command, will be in attendance to answer any questions that the Board may have regarding this report.

**The Board approved the foregoing report and noted that the process to fill the position can commence on January 01, 2014.**

**Moved by: M. Del Grande**

## Appendix A

### *Responsibilities of the Junior Programmer Analyst, Infrastructure and Operations Support Services*

The core functions for this position include:

- Performs an analysis of user requirements for new small computer systems and service requests for enhancements to existing small systems. Makes a recommendation based on long and short-term benefits and cost. Develops system and program specifications. Develops and codes modules for an integrated application to support the design specifications;
- Analyzes project/initiative risks and dependencies, identifies problems, abnormalities and hardware/software compatibilities;
- Prepares and assists in the preparation of system test plans. Defines tests and expected results and executes tests;
- Analyzes and approves test results or recommends solution for and failed tests and signs-off testing before implementation;
- Sets up test environment;
- Provides administrative and technical support to users;
- Provides user training and documentation and database documentation;
- Ensures efficiency of individual programs by designing adequate test data and monitoring input and output;
- Analyzes user requests and system problems;
- Implements up-grades to existing software as required;
- Performs “Oracle” and DB2 Database administration functions for small systems;
- Prepares test cases from user requirements; writes scripts for automated testing tools;
- Prepares or assists in the preparation of project schedules;
- Assists in training users how to utilize systems;
- Participates in team meetings and other projects as required;
- Aptitude in research of IT tools, techniques, standards, etc., applicable to a project/initiative and/or to IT Quality Assurance and testing business; and,
- Performs typical duties inherent to the position.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE  
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 12, 2013**

**#P295. BUSINESS CASE FOR APPROVAL TO COMMENCE FILLING A  
POSITION IN FINANCIAL MANAGEMENT: CLERK, ACCOUNTS  
PAYABLE**

The Board was in receipt of the following report November 28, 2013 from William Blair, Chief of Police:

Subject: BUSINESS CASE TO COMMENCE THE PROCESS TO FILL THE VACANT  
CLERK, ACCOUNTS PAYABLE POSITION IN FINANCIAL  
MANAGEMENT

Recommendation:

It is recommended that the Board approve commencing the hiring process to fill the vacant Clerk – Accounts Payable position in Financial Management.

Financial Implications:

The 2014 salary scale for the position of Clerk, Accounts Payable (Class A05/35) is \$50,299.14 to \$57,431.75. The funding for this vacancy is included in the Service's 2014 recommended operating budget.

The position has been vacant since April 30, 2013 when the Board approved the promotion of the incumbent to the position of Buyer, Purchasing Support Services (Min. No. C92/2013 refers).

Background/Purpose:

The Board, after considering the submission for the 2013 operating budget at its December 10, 2012 meeting, approved the following motions (Min. No. P299/12 refers):

2. *THAT, with the exception of communication operators, the Board direct that there be no hiring of uniform or civilian members, effective December 31, 2012, except where warranted and approved by resolution of the Board, following consideration of a detailed business case submitted by the Chief; and*
3. *THAT, the Board direct that there be no promotion of uniform or civilian members, effective December 31, 2012, except where warranted and approved by resolution of the Board, following consideration of a detailed business case submitted by the Chief.*

This report is in a prescribed format that has been reviewed and approved by the Board Chair.

It is important for the Board to note that there is another transfer, pending Board approval (Min. No. C254/2013 refers), that will result in a second vacancy in Accounts Payable, once the member moves to the other unit (52 Division). It is therefore, important for the Unit to begin the hiring process to replace the current vacancy prior to release of the transfer.

Discussion:

Financial Management (FMT) is comprised of four sub units which include Management, Accounting, Payroll and the Central Paid Duty Office. Accounts Payable is a section within Accounting with an authorized establishment of:

- 1 Supervisor; and
- 4 Accounts Payable Clerks - 1 vacant and 1 pending vacancy (see Appendix "A" for summary of job duties).

Accounts Payable (A/P) is responsible for all payments made by the Service and Board for such things as vendor invoices, VISA statements, taxes and other statutory remittances. The group is responsible for reviewing system entries and vendor invoices to ensure that they meet Purchasing by-law requirements, internal control approvals and statutory inclusions related to commodity taxes. The team reconciles all vendor payments to monthly statements and ensures that the Service and Board are paying only for what they received and that such payments agree to purchasing documents, contracts or agreements in place with goods and service providers.

Specifically, the Accounts Payable group manages:

- Close to 9,000 vendors;
- Over 25,000 invoices per year which need to be reviewed and reconciled before processing;
- The Clothing Reimbursement program for over 1,800 eligible officers twice per year including providing support to Unit Commanders/Administrators/Officers regarding this program and the system used;
- The Service's petty cash and travel reimbursement transactions; and
- Expense reports and questions related to Service policies and procedures governing expenditures.

This function averages the payment on 77% of all invoices within 30 days.

The position is also an integral part of the Service's Accounting function, which is responsible for ensuring that the expenditure side of the book of accounts is accurately and completely updated on a regular basis. In 2010 and 2013, the Service was the subject of an indirect tax review by Deloitte Consulting, as commissioned by the City of Toronto. In the 2010 report, no unclaimed rebates of Harmonized Sales Tax (HST) were found. In the 2013 report, only \$7,698 in unclaimed rebates were found, relating to an invoice which had been incorrectly coded by the vendor (expenditures reviewed equalled approximately \$250 million over the three years). The 2013 rebate was applied for and subsequently received.

***Benefits of approving the recommendation:***

Approving this recommendation would result in the following benefits:

- Allow the team to continue review of system entries and vendor invoices in order to meet the Service's purchasing by-law requirements and internal controls;
- Allow the team to focus on paying vendors in a timely manner to avoid any additional charges and interest for late payments, as well takes advantage of early payment discounts, where possible;
- Meet the requirements of the collective agreement when it comes to the Clothing Expense Reimbursement program;
- Provide service excellence to both internal and external customers by answering telephone calls responding to questions and resolving issues in a timely manner;
- Maintain high audit standards as evidenced by the annual external audit and 2010/2013 indirect tax review; and
- Allow the team to focus on efficiencies within team processes and the Service's processes in general.

It is important that this vacancy be filled in order to maintain an adequate, effective and proper level of service and internal controls under the existing operations. The team would benefit from a more manageable workload, which would lead to a lower risk of error and greatly impact on the team's well-being.

***Risks of not approving the recommendation:***

The risks of not approving the recommendation are as follows:

- Increased workload will put the due diligence process at risk if it is expected that payments still be made on time;
- Increase of invoices not being paid on time resulting in penalties and interest on unpaid balances, impacting the Service's reputation and relationship with vendors;
- Increase in errors which could result in overpayments;
- Breakdown of internal controls if the Supervisor must assist in the payment process;
- Future audits of Accounts Payable will result in poor ratings for the Service;
- Volume of work will result in overtime if there are fewer clerks, which deviates from the Service's objective to keep premium pay to a minimum;
- Less opportunity for the group to work on process efficiencies and special projects as required;
- Will not be able to meet their customer service mandate; and
- Inability for the Service to respond to or control increased stress and pressure on the Accounts Payable group or deal with planned or unplanned absences.

***How the recommendation supports the Board's Business Plan and TPS Strategic Objectives:***

The Board's business plan for 2013 and future years focuses on the provision of police services that address all areas of the Toronto community. The Accounts Payable clerks in Financial



Management provide administrative support to the front line who directly execute the priorities derived within the business plan. This administrative support mitigates financial, legal and governance risk, allowing front-line members to focus on the Service delivery model established by the Chief of Police and the Board.

The Board and Service enter into vendor relationships for the provision of goods and services in order to maintain front-line service. Vendors are responsible for delivering goods and services as stipulated by contracts and agreements. A/P ensures that the interests of the Board and Service, as they relate to the purchasing and payment by-law and vendor contracts are maintained. They provide assistance to units and Purchasing Support Services in relation to commodity taxes, payment terms and system entries. They ensure timely entries into the financial system that are reported to the Board as part of the variance reporting process. Therefore, the position provides an important administrative role in the execution of the Board's business plan, and supporting the Service's financial management objectives.

***Alternative options considered prior to the recommendation:***

The following options were considered prior to the recommendation to staff this vacancy was made:

- Increase in overtime, however this is not physically sustainable and is not cost-effective in the long term;
- The Supervisor assisting with payments, however this is also not sustainable as the Supervisor has other duties to perform and internal controls would be seriously impacted; and
- Cross training of other Financial Management (FMT) members, however, there are other vacancies in FMT and the role of other areas requires a different skill set from the Accounts Payable requirements. This would also take those members away from their primary responsibilities.

***Impact on the 2013 Operating/Capital Budgets:***

The vacant position is part of the Service establishment and the associated salary and benefits costs are included in the approved 2013 operating budget.

Approving the hiring process for this vacant position will allow Financial Management to continue to support current operations with no negative impact on the capital or operating budget.

**Conclusion:**

Accounts Payable is responsible for accurately and completely paying all non-salary invoices for the Service in a timely manner. Not staffing this vacancy will impact the Service negatively as quantitative errors would result, late payment fees would increase, internal controls would be at risk, particularly compliance with Service policies and procedures. In addition, vendor relationships would be affected by late payments and the overall wellness of the group will be

impacted. Therefore, it is recommended that the Board approve the commencement of the hiring process for the position of Clerk, Accounts Payable.

The Chief's Internal Organizational Review has no impact on the position the Service is requesting be filled in this report.

Deputy Chief Mike Federico, Corporate Command and 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 and noted that the process to fill the positions can commence on January 01, 2014.**

**Moved by: M. Del Grande**

## Appendix A

### *Responsibilities of the Clerk, Accounts Payable*

The core functions for this role include:

- Verifies the validity and the amounts of invoices for payment in accordance with Service by-laws and purchasing procedures;
- Ensures that the encumbrance and purchase order details are correct, that the goods received are in agreement with the invoices, and that the tax information is accurate and correct.
- Ensures that all available discounts are applied and that payment documents are properly authorized;
- Processes and records payments and maintains section-specific files and databases;
- Monitors, balances and logs outstanding encumbrances and “holdbacks”;
- Answers inquiries from members of the Service, employees of related City budget departments and vendors;
- Conducts ongoing analysis of accounts, outstanding invoices and outstanding purchase orders and prepares liability listings as required;
- Required to review, analyze and reconcile vendor balances, petty cash and travel reimbursement accounts against the Service general ledger;
- May be required to participate in special projects related to payments and Service accounts; and
- Performs typical duties inherent to the position.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE  
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 12, 2013**

**#P296. BUSINESS CASE FOR APPROVAL TO COMMENCE FILLING TWO  
POSITIONS IN THE ENTERPRISE ARCHITECTURE OFFICE: SENIOR  
TECHNICAL ANALYST – SECURITY ARCHITECT AND SENIOR  
TECHNICAL ANALYST – INFRASTRUCTURE ARCHITECT**

The Board was in receipt of the following report November 29, 2013 from William Blair, Chief of Police:

Subject: BUSINESS CASES FOR THE COMMENCEMENT OF THE PROCESS TO  
FILL TWO POSITIONS IN THE ENTERPRISE ARCHITECTURE OFFICE:  
SENIOR TECHNICAL ANALYST - SECURITY ARCHITECT; AND  
SENIOR TECHNICAL ANALYST - INFRASTRUCTURE ARCHITECT

Recommendations:

It is recommended that the Board approve commencing the hiring process to fill:

- (1) the vacant Senior Technical Analyst - Security Architecture position in the Enterprise Architecture Office (ENA); and
- (2) the vacant Senior Technical Analyst - Infrastructure Architecture position in ENA.

Financial Implications:

The funding for the two positions has been included in the Toronto Police Service's (Service) 2014 operating budget request, as approved by the Board. There are no financial implications with respect to these positions as they are part of the approved civilian establishment.

The applicable salary scales are as follows:

1. The Senior Technical Analyst Security Architecture (Class A12/35): The pay scale is \$89,258.09 to \$103,790.04.
2. The Senior Technical Analyst Infrastructure Architecture (Class A12/35): The pay scale is \$89,258.09 to \$103,790.04.

Background/Purpose:

The Board, after considering the submission for the 2013 operating budget at its December 10, 2012 meeting, approved the following motions (Min. No. P299/12 refers):

2. *THAT, with the exception of communication operators, the Board direct that there be no hiring of uniform or civilian members, effective December 31, 2012, except where warranted and approved by resolution of the Board, following consideration of a detailed business case submitted by the Chief; and*
3. *THAT, the Board direct that there be no promotion of uniform or civilian members, effective December 31, 2012, except where warranted and approved by resolution of the Board, following consideration of a detailed business case submitted by the Chief.*

This report is in a prescribed format that has been reviewed and approved by the Board Chair.

### Discussion:

The Enterprise Architecture Unit (ENA) is mandated to develop a technology vision, strategy and actionable roadmap for the Service, including the protection and security of information assets. The unit is also responsible for researching and evaluating technological alternatives, and the identification of the best option based on a holistic view of the costs, benefits and dependencies associated with all potential alternatives. The unit enables the Service to realize better cost control, more effective decision making, and greater alignment between business priorities and information technology (IT) investments. It describes the interrelationships between business processes, information, applications, underlying infrastructure and security for the Service.

ENA is responsible for governing and integrating all five enterprise architecture domains (business, application, information, security and infrastructure) through the Enterprise Architecture Framework (best practices, methodologies, etc.) to achieve the goals of maximizing return on investment and quality of service.

On average, ENA leads the assessment and evaluation of 105 to over 150 IT solutions annually. The majority of these evaluations are conducted by senior technical analysts, under the leadership and guidance of enterprise architects. In addition, there are 200 service requests that require ENA review with at least 30%, requiring intensive user requirement gathering and solution evaluations. The majority of these evaluations are conducted by senior technical analysts, under the leadership and guidance of the architects.

ENA is also responsible for Research and Development (R&D) on new product and technology. The R&D activities include: conducting Proof of Concept (POC) for new products; developing prototype applications; evaluating technologies and submitting recommendations; and providing training to other units on new technology. On an annual basis, the unit performs R&D for 30 to 40 solutions. The majority of the R&D work is assigned to senior technical analysts under supervision of enterprise architects in specialized areas.

For enterprise-level technical components and solutions, TPS security solutions include Cyber threat prevention and incident management, Intelligence Support, Service Oriented Architecture (SOA) framework, SharePoint platform, etc. ENA has the main responsibility for the required development, implementation and support work. These tasks normally require senior expertise and intensive consulting services.

The 2014 budget for the Enterprise Architecture Unit is approximately \$3.7 million, including salaries and benefits with an authorized establishment of 14 positions:

- One Manager
- Six Senior Technical Analysts (2 currently vacant)
- One Infrastructure Architect
- One Project Leader/Application Architect
- One Security Architect
- One System Integrator
- Two Intermediate Technical Analysts
- One Enterprise Data Architect

A Business Case has been prepared for these positions and is attached as appendix ‘A’ to this report.

The Senior Technical Analysts play a critical role in providing technical assessment to support existing and new hardware and software products and making recommendations for their use based on cost, suitability and performance requirements. A summary of the job duties is attached as Appendix “A”).

***Benefits of approving the recommendations:***

Filling the two senior technical analyst positions will improve and maintain overall IT operation, support and security maturity that enables ENA to enhance and deliver services that will advance the use of technology in support of the Service’s priorities, goals and strategies.

Specifically, approving the recommendations would result in the following benefits:

***1) Senior Technical Analyst – Security Architecture position:***

- improved defence for protection of the information and infrastructure assets of TPS;
- improved security incident identification, escalation and response;
- improved administration of all computer security systems and their corresponding or associated software, including firewalls, intrusion detection systems, cryptography systems and anti-virus software;
- improved security technologies with respect to strategic security planning and prioritizing of defense initiatives required to meet compliance requirements;
- improved cybercrime prevention and investigation efficiency by providing the right security tools to the right person at right time;

- improved Threat Risk Assessment (TRA) capabilities by foreseeing the risks and taking the necessary remedial action;
- improved business continuity by enhancing service availability, information integrity and accessibility; and
- improved security vision, mission, strategy, roadmap and implementation.

2) Senior Technical Analyst – Infrastructure Architecture position:

- improved IT infrastructure and operation efficiency and effectiveness by optimizing and automating infrastructure incident management processes and technologies;
- improved Service business continuity by evaluating, selecting and implementing the best “fit” infrastructure technologies for network, servers, storage, and telecommunications;
- increased technical capabilities to effectively manage data centers and enhance the operation service quality;
- reduced turnaround time;
- reduced risk of increasing IT operating budget by eliminating non-standard, out of date technologies, which requires more training and staffing;
- reduced occurrences of reactive and “fire-fighting” by implementing proper monitoring, alert and notification technologies, and move towards a proactive IT operating model; and
- avoid potential impact on officer and public safety by ensuring that officers have accessibility to the right information, supported by a solid infrastructure;

***Risks of not approving the recommendations:***

Leaving these positions vacant will impact the Service’s current and upcoming initiatives, such as Project Reboot, P.A.C.E.R, Emergency Operational Centre, Pan AM games, CCTV, GIS, Radio Infrastructure Upgrade, etc.. It will also create a larger gap between TPS’ information technology and the industry, as we will fall further behind, since resources are not available to provide the required assessments in a timely manner. In addition, operating budget costs increase when maintaining out-of-date technologies and paying for contracted resources.

TPS business users are further impacted by limiting their ability to have access to and effective use of advanced tools for technology based crime investigation, prevention and prediction.

Not filling the positions will also expose the TPS to information security risks as technology continues to evolve and new cybercrime threats emerge. In addition, it impacts on ENA’s ability to enhance and deliver architecture services to help advance the use of technology in support of the Service and Board priorities, goals and strategies.

Specifically, the impact/risk of not approving the recommendations is as follows:

1. Senior Technical Analyst – Security Architecture position:

- information could be compromised that could impact public safety, result in loss of life, serious injury, and or loss of privacy;

- TPS information assets could be “hacked” and compromised by cyber crimes;
- Increased costs to recover the information lost or damaged because no proper security technologies in place;
- TPS will fall behind with respect to identifying, assessing, and implementing technology tools required to protect both information and infrastructure assets;
- inability to properly improve security technologies, strategic security planning and prioritizing defence initiatives for compliance;
- impact on the ability of uniform and civilian members to use applications and hardware solutions in a secure and timely manner;
- dependency on and higher costs from the need to use external consulting services for long term support of TPS security infrastructure; and
- risk to business initiatives and turnaround time to deliver sound and secure architecture and solutions.

2. Senior Technical Analyst – Infrastructure Architecture position:

- increase in number of occurrences and reactive “fire-fighting” by not having the appropriate monitoring and altering tools;
- inability to utilize and effectively plan the capacity of infrastructure technologies (network, server, virtualization, and telecommunications) which can impact the business;
- increased turnaround time to business initiatives due to the lack or inappropriate assessment or evaluations of infrastructure hardware or software solutions;
- dependency on and higher costs from the need to use external consulting services for long term support of TPS infrastructure; and
- high level workload and pressure on staff that could lead to errors.

***How the recommendations support the Board’s Business Plan and TPS Strategic Objectives:***

Information Technology Services (ITS) of the TPS is required to have an IT strategic plan to comply with *Ontario Regulation 03/99*, the *Adequacy and Effectiveness of Police Services* in the *Police Services Act*. This is in support of the *Ontario Police Services Act Section 30, subsection 2 (c)*, which states that every board shall prepare a business plan for its police service at least once every three years and that business plan shall address information technology. One of the key priorities of the ITS plan is to continue to enable TPS operations by providing support and maintenance for systems and tools used to operate the TPS organization and to ensure that technology is usable, current and aligned to TPS and industry.

***Alternative options considered prior to the recommendations:***

The following options were considered prior to the recommendations to staff these vacancies were made:

- Distribute workload to temporary and other members: this has been the practice in the past 12 months and while it facilitated some minimal progress, many initiatives were deferred as the members available either did not have the skills and experience required or the additional work for the available members was only sustainable for a short period.



- Hire contractors: the estimated cost to continue providing the required services by utilizing a contracted resource is about \$190,000, which is approximately \$60,000 more than a full time employee. The use of outside contractors is appropriate and cost effective to provide short term expertise, for example on projects, rather than to replace staff. However, to replace staff with a contractor on a long term basis would result in:
  - A net increase to the operating budget of approximately \$60,000;
  - Risk the loss of the investment, when the contractors leave, taking with them knowledge of TPS technologies, technical infrastructure, requirements of business.

***Impact on the 2014 Operating/Capital Budgets:***

These vacant positions are part of the Service's approved civilian establishment and the associated costs are included in the 2014 operating budget request as approved by the Board.

Approving the hiring process for these vacant positions will allow the Enterprise Architecture Office to properly maintain and enhance current operations in an efficient and effective manner.

**Conclusion:**

There is significant risk associated with not staffing these two positions in the Enterprise Architecture Unit. In order to address current and ongoing research and development, architecture and design necessities, as well as protect the Service's information and technological infrastructure assets, it is strongly recommended that the Board approve the commencement of the hiring process to fill the positions of Senior Technical Analyst Infrastructure Architect and Senior Technical Analyst Security Architect.

Deputy Chief Mike Federico, Corporate Command and Mr. Tony Veneziano, Chief Administrative Officer, Administrative Command, will be in attendance to answer any questions that the Board may have regarding this report.

**The Board approved the foregoing report and noted that the process to fill the positions can commence on January 01, 2014.**

**Moved by: M. Del Grande**

## **Appendix “A”**

*Responsibilities of: the Senior Technical Analyst - Infrastructure Architect; and  
the Senior Technical Analyst – Security Architect*

The core functions for these two positions include:

- Provides technical assessment of existing and new hardware and software products and makes recommendations for their use based on cost, suitability and performance requirements;
- Monitors equipment usage and capacity. Provides information and analyses for forecasting purposes;
- Participates in system development activities providing technical input to application development teams and users. Provides technical portions of formal tenders and information proposals;
- Provides complex technical support for existing hardware and software products. Assesses and recommends release levels and updates of system software and utilities, taking into account the impact on resource utilization and the support of existing products;
- Develops procedures and provides input to standards relating to technical aspects of hardware and software;
- Acts as a liaison with ITS users and computer vendors to identify and resolve problems;
- Develops, implements and documents system software;
- Participates in the short and long term planning process related to hardware, software, and capacity planning and disaster recovery;
- Works with ITS and security personnel to establish and maintain technical aspects of system security;
- Maintains a high level of technical knowledge of trends and products;
- Trains and educates ITS operations and technical staff, application personnel and user groups.

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE  
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 12, 2013**

**#P297. TORONTO POLICE SERVICES BOARD: 2014 MEETING SCHEDULE**

The Board was in receipt of the following report November 21, 2013 from Alok Mukherjee, Chair:

Subject: TORONTO POLICE SERVICES BOARD - 2014 MEETING SCHEDULE

Recommendations:

It is recommended:

1. THAT the Board approve the 2014 meeting schedule outlined in this report; and
2. THAT, subject to the approval of recommendation no. 1, any requests to amend the schedule shall be proposed by the Board member seeking the amendment in the form of a Motion for consideration at an appropriate public meeting.

Financial Implications:

There are no financial implications arising from the recommendations contained in this report.

Background/Purpose:

The Board bases its annual schedule of meetings on a number of factors, including: days that are least likely to conflict with the City of Toronto schedule of council; standing committees of council; community councils and other committee meetings; annual key conferences for members of the Board; and other significant events at which members of the Board and the Chief of Police are expected to attend, such as police graduations.

Beginning in 2006, the Board also recognized culturally-significant days and a policy was approved in which the Board indicated that it would attempt to avoid scheduling any meetings involving the public on these days. A list of days formally recognized as culturally significant was also approved (Min. No. P358/05 refers).

Although the Board attempts to follow its schedule of meetings as much as possible once it has been established, there may be circumstances which result in changes on short notice during the year.

Discussion:

I have reviewed the current 2014 schedule of meetings developed by the City of Toronto; the dates upon which culturally-significant holidays will be observed in 2014; critical business-related dates which some Board members have requested be avoided, if possible; and dates for the following Board-related key events and conferences:

Canadian Association of Police Governance (CAPG) – Lobby Days  
April 01 to 04, 2014  
Ottawa

Ontario Association of Police Services Boards (OAPSB) Annual Conference  
May 22 to 24, 2014  
Toronto

Canadian Association of Police Boards (CAPB) Annual Conference  
August 19 to 23, 2014  
Halifax

Toronto Police Service – Graduation of New Police Officers  
May 14, 2014  
September 10, 2014

Board Meeting Schedule – 2014:

Based on the foregoing review, I am proposing the following dates for the Board's 2014 meetings:

Thursday, January 16  
Thursday, February 13  
Thursday, March 13  
Thursday, April 10  
Thursday, May 15  
Thursday, June 19  
Thursday, July 17  
Thursday, August 14  
Thursday, September 11  
Thursday, October 09  
Thursday, November 13  
Thursday, December 18

The dates noted above were previously provided to Board members in October 2013 as proposed dates. All the members or their assistants have indicated that they are content with the dates as proposed.

I know that as the year progresses, there may be a few dates when some Board members may not be able to attend a meeting due to new personal or business commitments. Unless a quorum of the Board cannot be achieved, I believe that the meeting dates, as proposed, should be confirmed in order to establish a regular cycle of meetings at this time. Once the schedule has been approved, any requests to amend the schedule shall be proposed by the Board member seeking the amendment in the form of a Motion for consideration at an appropriate public meeting.

Times and Locations of Board Meetings:

It is anticipated that all *in camera* meetings will commence at 9:30 AM followed by a public meeting at 1:30 PM. The meetings will take place at Toronto Police Headquarters. Most public meetings are webcast live through a link on the Board's website, [www.tpsb.ca](http://www.tpsb.ca), or through the Rogers TV website at [www.rogerstv.com](http://www.rogerstv.com). Agendas for each public meeting are also available on the Board's website.

Conclusion:

It is recommended that the Board approve the 2014 meeting schedule outlined above and, once the schedule has been approved, any requests to amend it shall be proposed by the Board member seeking the amendment in the form of a Motion for consideration at an appropriate public meeting.

**The Board approved the foregoing report.**

**Moved by: A. Pringle**

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE  
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 12, 2013**

**#P298. SPECIAL FUND EXPENDITURE – RECEPTION EXPENSES –  
MEMORIAL SERVICE FOR P.C. JOHN ZIVCIC**

The Board was in receipt of the following report December 11, 2013 from Alok Mukherjee, Chair:

Recommendation:

It is recommended that the Board ratify a decision made by a quorum of the Board on December 3, 2013, approving an expenditure from the Special Fund which represents the Board's portion (50%) of the total costs related to hosting the reception following the memorial service for PC John Zivcic. The expenditure, if approved by the Board, would be an exception to the policy which sets out the criteria for expenditures from the Special Fund.

Financial Implications:

The Special Fund will be reduced by \$71,680.00. The balance of the Special Fund was \$1,543,515 for the period ending September 30, 2013.

Background/Purpose:

It has become the Board's custom to pay 50% of the total costs related to the reception that would take place following the funeral for members who die in the line of duty. Most recently, the Board and the Police Association shared the cost of the reception following the funeral for Sgt. Ryan Russell in 2011.

On Tuesday December 3, 2013, the Board office conducted an email poll of Board Members recommending that they approve an expenditure from the Board's Special Fund equal to the Board's portion (50%) of the total costs of the reception following the memorial service for PC John Zivcic which was held on December 9, 2013 at the Toronto Congress Centre.

I have been advised that the total costs for the reception are \$143,360 (including taxes) and that the Board's portion will be \$71,680.00.

Conclusion:

I recommend that the Board formally publicly ratify the decision that was approved by a quorum of the Board on December 3, 2013.

**The Board approved the foregoing report.**

**Moved by: A. Pringle**

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE  
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 12, 2013**

**#P299. IN-CAMERA MEETING – DECEMBER 12, 2013**

In addition to the public meeting conducted by the Board today, an in-camera meeting was held to consider a number of matters which were exempt from the public agenda in accordance with the criteria for considering confidential matters set out in s.35(4) of the *Police Services Act*.

The following members attended the in-camera meeting:

Dr. Alok Mukherjee, Chair  
Mr. Michael Del Grande, Councillor & Member  
Ms. Marie Moliner, Member  
Dr. Dhun Noria, Member  
Mr. Andrew Pringle, Member

Absent: Mr. Michael Thompson, Councillor & Vice-Chair  
Ms. Frances Nunziata, Councillor & Member

**THIS IS AN EXTRACT FROM THE MINUTES OF THE PUBLIC MEETING OF THE  
TORONTO POLICE SERVICES BOARD HELD ON DECEMBER 12, 2013**

**#P300.       ADJOURNMENT**

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Alok Mukherjee  
Chair