

| | | | |
|-----------------|------|----|----|
| SOURCE | 6503 | | |
| EFF. | 96 | 01 | 01 |
| TERM. | 13 | 12 | 12 |
| No. OF PAGES | | | |
| FILE NO. | | | |

1996 - 1997 - 1998 "UNIT B"

COLLECTIVE AGREEMENT WINDSOR POLICE ASSOCIATION



POLICE SERVICES BOARD FOR THE CITY OF WINDSOR



1996-1997-1998 UNIT "B" AGREEMENT

BETWEEN

THE WINDSOR POLICE SERVICES BOARD

-AND-

THE WINDSOR POLICE ASSOCIATION

SECTION NO.

| SECTION NO. | SECTION | PAGE |
|--------------------|------------------------------------|-------------|
| 1 | COVERAGE | 1 |
| 2 | INTERPRETATION | 1 |
| 3 | RECOGNITION | 2 |
| 4 | CLASSIFICATION AND SALARY SCHEDULE | 3 |
| 5 | HOURS OF WORK | 3 |
| 6 | LUNCH PERIOD | 4 |
| 7 | VACATION AND STATUTORY HOLIDAYS | 4 |
| 8 | MATERNITY LEAVE | 6 |
| 9 | BEREAVEMENT LEAVE | 8 |
| 10 | EMERGENCY LEAVE | 8 |
| 11 | SICK LEAVE ABSENCE | 8 |
| 12 | COURT TIME AND OVERTIME | 9 |
| 13 | OVERTIME OTHER THAN COURT TIME | 9 |
| 14 | COURT TIME | 10 |
| 15 | ASSIGNMENT IN HIGHER RANK | 13 |
| 16 | PAYMENT OF OVERTIME | 17 |
| 17 | SHIFT DIFFERENTIAL | 18 |
| 18 | SERVICE LEAVE | 18 |
| 19 | PLAINCLOTHES REIMBURSEMENT | 19 |
| 20 | EDUCATIONAL ASSISTANCE | 20 |
| 21 | UNIFORMS AND EQUIPMENT | 20 |
| 22 | CLEANING OF UNIFORMS | 21 |
| 23 | MEDICAL SERVICES AND HOSPITAL CARE | 21 |
| 24 | INSURANCE AND PENSION PLANS | 22 |
| 25 | TENDERING | 24 |
| 26 | PECUNIARY AID TO WIDOWS | 24 |
| 27 | ATTENDANCE AT ASSOCIATION MEETINGS | 24 |
| 28 | COMPLAINT AND GRIEVANCE PROCEDURE | 26 |

| SECTION NO. | SECTION | PAGE |
|--------------------|--|-------------|
| 29 | LEGAL INDEMNIFICATION | 27 |
| 30 | WORKERS COMPENSATION | 30 |
| 31 | APPENDICES | 30 |
| 32 | TERMS OF AGREEMENT | 32 |
| SCHEDULE "A" | 1996-1997-1998 SALARY SCHEDULE (APPENDIX I) | 33 |
| | POSITIONS WITHIN SALARY GRADES (APPENDIX II) | 39 |
| APPENDIX 1 | SICK LEAVE BY-LAW 980 | 41 |
| APPENDIX 2 | MEDICAL & HOSPITAL CARE BY-LAW 6342 | 46 |
| APPENDIX 3 | CITY OF WINDSOR PENSION BY-LAW 156 | 49 |
| APPENDIX 4 | CITY OF WINDSOR PENSION BY-LAW 2577 | 51 |
| APPENDIX 5 | POLICE COMMISSION PENSION BY-LAW 107 | 53 |
| APPENDIX 6 | SICK LEAVE GRATUITY | 55 |
| APPENDIX 7 | SICK LEAVE - TEMPORARY EMPLOYEES | 56 |
| APPENDIX 8 | AUDIO PLAN | 57 |
| APPENDIX 9 | GREEN SHIELD DELUXE TRAVEL PLAN QJ | 60 |
| APPENDIX 10 | NURSING HOME PLAN N4 | 66 |
| APPENDIX 11 | CIVILIAN PROMOTION POLICY | 69 |

| LETTERS OF UNDERSTANDING | |
|---------------------------------|--|
| 1 | VIDEO DISPLAY TERMINALS |
| 2 | BENEFITS FOR CIVILIAN MEMBERS FOR 1988 |
| 3 | PART-TIME EMPLOYEES |
| 4 | COVERAGE OF MEDICATION NOT COVERED BY OP PLAN |
| 5 | CADET PENSIONS |
| 6 | O.M.E.R.S. TYPE III SURPLUS |
| 7 | WORKERS COMPENSATION |
| 8 | LEGAL INDEMNIFICATION RE S.I.U. INVESTIGATIONS |
| 9 | TEMPORARY EMPLOYEES |

THIS AGREEMENT MADE THIS 14th DAY OF February, 1997

**BETWEEN: THE WINDSOR POLICE SERVICES BOARD
OF THE FIRST PART:**

-AND-

**THE WINDSOR POLICE ASSOCIATION
OF THE SECOND PART:**

SECTION 1 - COVERAGE

01-01 This agreement shall apply to only the Cadets and Civilian Employees of the Police Service of the City of Windsor, and is made pursuant to the Police Services Act, R.S.O., 1990 and amendments thereto, and is subject to the said Act and the Regulations thereunder as the said Act and Regulations may be amended from time to time.

SECTION 2 - INTERPRETATION

02-01 In this Agreement:

“**BOARD**” shall mean the Windsor Police Services Board.

02-02 “**ASSOCIATION**” shall mean the Windsor Police Association.

02-03 “**CIVILIAN CLERICAL PERSONNEL**” shall mean the clerks of the Service. For further clarification and certainty this term shall be deemed to include any full-time or temporary employees or persons employed by the Service on a part-time basis or for a limited period of time. (revised 89)

02-04 “**MEMBERS OF THE SERVICE**” shall mean the Cadets and Civilians subject to this agreement and no other personnel of the Service. For further clarification and certainty, this term shall be deemed to include any full-time or temporary employees or persons employed by the Service on a part-time basis or for a limited period of time. (revised 89)

02-05 “**CALL-IN**” shall mean to cause a member to return to duty after his/her shift has concluded or attend duty before his/her shift commences, but shall not include attendance at court.

02-06 “**STAND-BY-DUTY**” shall mean that period of time when a member is off duty and has been notified to be available for duty, and shall also be known as being “on call”.

- 02-07 "P.A.O." shall mean the Police Association of Ontario
- 02-08 "VACANCY" shall mean for the purposes of Section 03-07, a position left open by the severance of employment of a member of the Service and any subsequent openings resulting from the filling of such vacancy.

SECTION 3 - RECOGNITION

- 03-01 The Board hereby recognizes the Association as the sole collective bargaining agent for the members of the Police Service coming within the coverage of this Agreement.
- 03-02 The Board agrees that there will be no discrimination, interference, restraint, or coercion exercised or practised by the Board or any of its representatives with respect to any member of the Police Service because of his/her membership or connection with the Association and that membership in the Association by members of the Police Service who are eligible to join will not be discouraged.
- 03-03 The Association agrees that there will be no intimidation, interference, or coercion exercised or practised upon members of the Police Service by any of its members or representatives.
- 03-04 The Association and the Board agree that membership in the Association is on a voluntary basis.
- 03-05 The Board agrees that all members of the Police Service whether or not they are members of the Association are required as a condition of employment to pay to the Association a sum equal to the monthly Association dues.
- 03-06 The Board agrees to authorize a deduction for Association dues from the pay of every member of the Service within the scope of this Agreement and to transmitting the total amount of such deductions to the Association by the end of the month in which said deductions are made.
- 03-07 A Notice of Vacancy shall be posted for a minimum of five (5) clear days.
- 03-08 (a) The Board agrees that if it becomes necessary to reduce the Service, this shall be accomplished in reverse order of seniority, and further, that any recall from layoff shall be accomplished in reverse order of layoff in that the last member laid off shall be the first member recalled, further that the member's seniority shall remain intact if he/she returns within thirty (30) days.

- (b) The Association and the Board agree that the positions of Information Services Director, Financial Director, Program Analyst, Human Resources Director, Computer Director and Planning and Research Director shall not be subject to Section 03-08 (a) save and except where said position is to be eliminated, then Section 03-08 (a) will apply. **(new 94)**
- 03-09 a) The Association recognizes that, subject to the Police Services Act and Regulations made thereunder by the Lieutenant Governor in Council, it is the exclusive function of the Board to:
- i) maintain order, discipline and efficiency;
 - ii) hire, direct, classify, transfer, deploy, promote, lay-off any employee and to suspend or otherwise discipline and discharge any employee for just cause; and
 - iii) the Association further recognizes the right of the Board to operate and manage its business in all respects in accordance with its responsibilities.
- b) The exercise of such rights by the Board shall be subject to the right of the Employee or the Association to lodge a grievance in the manner and to the extent provided herein or the arbitration procedure set out in the Police Services Act, or dealt with under the procedures within the exclusive jurisdiction of the Ontario Civilian Commission on Police Services prescribed in the Police Services Act, as the case may be.
- c) The Board agrees that no member will be dealt with adversely without just cause, and that it will exercise the functions outlined in paragraph (a) without discrimination and in a manner consistent with this Agreement, the Police Services Act and the Regulations made thereunder by the Lieutenant Governor in Council. **(New 97)**

SECTION 4 - CLASSIFICATION AND SALARY SCHEDULE

- 04-01 Effective 01 January 1996, and up to and including 31 December 1998, the classifications and salaries shall be those as shown in Schedule 'A' hereto attached and made a part of this Agreement. **(New 97)**

SECTION 5 - HOURS OF WORK

- 05-01 Subject to the exigencies of the Service, the normal work week for all members of the Service shall be forty (40) hours, comprised of five (5) days of eight (8) hours each, inclusive of lunch time and relief periods, as in accordance with the procedure now in effect.
- 05-02 Days off shall, insofar as reasonable and practical, be consecutive.

05-03 The Board agrees to establish a joint committee to review and implement, where possible, flex hours and job sharing arrangements. (New 97)

SECTION 6 - LUNCH PERIOD

06-01 The lunch period shall be one hour for all members of the Service. (effective April 1, 1990) (revised 90)

06-02 Members of the Service who do not receive a lunch period shall be credited with overtime at straight time for the period not taken as set out in Section 06-01. (new 90)

SECTION 7 - VACATION AND STATUTORY HOLIDAYS

07-01 The annual vacation for members of the Service shall be as follows:

| | |
|---|--------------------|
| After six (6) months continuous employment | 1 week |
| After one (1) year continuous employment | 2 weeks |
| After three (3) years continuous employment (eff. Jan. 1/ 97) | 3 weeks |
| After ten (10) years continuous employment | 4 weeks |
| After sixteen (16) years continuous employment (eff. Jan. 1/94) | 5 weeks |
| After twenty-two (22) years continuous employment (eff Jan. 1/94) | 6 weeks |
| After thirty (30) years continuous employment (eff. Jan. 1/95) | 6 weeks & 1 day |
| After thirty-one (31) years continuous employment | “ 6 weeks & 2 days |
| After thirty-two (32) years continuous employment | “ 6 weeks & 3 days |
| After thirty-three (33) years continuous employment | “ 6 weeks & 4 days |
| After thirty-four (34) years continuous employment | “ 6 weeks & 5 days |
| After thirty-five (35) years continuous employment | “ 7 weeks |

07-02 Notwithstanding anything hereinbefore contained to the contrary, members in Grade 15 and above shall receive one extra week furlough in addition to that set out in Section 07-01 only after one (1) continuous year employment and after four (4) years continuous employment. (new 89) (revised 90)

07-03 All members of the Service shall receive an additional eleven (11) days in lieu of the following statutory holidays:

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

and an additional one (1) day, the date to be granted at the discretion of the Chief of Police. (revised and re-numbered 89)

- 07-04 Any day declared by a competent authority to be a holiday shall be granted as a statutory holiday in addition to the provisions of sub-section 07-03. **(re-numbered 89)**
- 07-05 The officer commanding each division, branch or section will be responsible for the allotment of vacation periods and statutory holidays within his/her own division, having regard to the personnel requirements of his/her division. **(re-numbered 89)**
- 07-06 Statutory holidays shall be taken on the day shift at the discretion of the officer commanding but may if circumstances permit, be granted on the afternoon or night reliefs. Members regularly scheduled to work rotating shifts will select two (2) weeks (ten [10] working days) in additional leave in lieu of statutory holidays. **(re-numbered 89)**
- 07-07 Of the twelve (12) statutory holidays referred to in Section 07-03 for which lieu days are granted, all members on rotating shifts shall work at least ten (10) of the statutory holidays unless one or more of these is a regularly scheduled day off. Whether such member works one or two of the other statutory holidays or receives one or two days in lieu thereof, shall be at the discretion of the Chief of Police, such discretion to be exercised by him consistent with the staffing requirements of the Service. **(renumbered 89)**
- 07-08 Unless special consideration is granted or exigencies of the Service dictate, all vacation and statutory allotments will be taken in the year of the allotment, by seniority of rank in the division. **(renumbered 89)**
- 07-09 Sub-Section 07-08 will not apply to members on leave of absence by reason of a compensable injury and whose absence involves the whole year or that portion of the year which precludes the ability to complete a normal furlough and statutory holiday allotment. **(renumbered 89)**
- 07-10 When a member terminates employment, he/she will be granted the following vacation pay:
- (a) **on retirement -**
- if the employee leaves the Service in the first three (3) months of the calendar year, i.e. before March 31st, the employee shall receive twenty-five percent (25%) of the employee's normal vacation for the calendar year,
 - if the employee leaves in the second three (3) months of the calendar year, i.e. between April 1st and June 30th, the employee shall receive fifty percent (50%) of the employee's normal vacation for the calendar year,
 - if the employee leaves in the third three (3) months of the calendar year, i.e. between July 1st and September 30th, the employee shall receive seventy-five percent (75%) of the employee's normal vacation for the calendar year,
 - if the employee leaves in the fourth three (3) months of the calendar year, i.e. after September 30th, the employee shall receive one hundred percent (100%) of the employee's normal vacation for the calendar year.

(b) **on leaving other than retirement-**
-one-twelfth (1/12) of the normal vacation pay for each full month's service in the last calendar year of employment. **(revised and re-numbered 89)**

07-11 Where an employee is granted leave of absence without pay, including absences due to illness without pay, for any period of one (1) month or more, such employee's vacation entitlement for the year in which the leave is taken will be reduced on the basis of one-twelfth (1/12) for each full month's absence, calculated to the nearest half-day, and any statutory holidays falling during the period of leave shall be deducted. **(re-numbered 89)**

07-12 Where an employee has taken his/her vacation and as a result of subsequent termination of his/her service, has received more vacation pay than his/her entitlement under the provision of this Agreement, the Corporation is authorized to deduct from the employee's pay cheque any overpayment of vacation pay. **(re-numbered 89)**

07-13 Members may, during the annual furlough selection, withhold up to a maximum of five (5) days from his/her entitlement. Said days are to be taken during the years of entitlement subject to Sections 07-08 and 07-09 and are also subject to the staffing requirements of the Service. **(effective 1993 furlough selection) (new 92)**

07-14 The Board agrees that no member shall be required to utilize any furlough entitlement while on suspension. **(Effective January 1,1996)**

SECTION 8 - MATERNITY LEAVE

08-01 Every female member who becomes pregnant, and has worked continuously for the Service for at least thirteen (13) weeks immediately preceding the estimated day of her delivery shall notify the Chief of Police, in writing, of her pregnancy no less than five (5) months prior to the expected date of the termination of her pregnancy, which date shall be verified in writing by a qualified medical practitioner and, subject to sub-section 08-02 hereof, shall be granted leave without pay (hereinafter called Maternity Leave), three (3) months before the expected date of the termination of her pregnancy, provided that the normal expiry date of all maternity leave shall be a date four (4) months after the termination of her pregnancy. **(revised 94)**

08-02 At the request of a member, and subject to a letter of consent from the member's physician, the Chief of Police shall grant maternity leave to such member to commence earlier or later than three (3) months before the expected termination date of her pregnancy. A member leaving at a time later than three (3) months prior to the termination date of her pregnancy shall be entitled to seven (7) months maternity leave. **(revised 86)**

08-03 Maternity leave may be terminated by the Chief of Police prior to normal expiry date if the member submits to the Chief of Police a certificate from a qualified medical practitioner to the effect that the member's health will not be impaired by returning to duty at an earlier date.

- 08-04 **A** member granted maternity leave must make written application to the Chief of Police to return to work at least two (2) full weeks before the date she desires to return to work, if prior to normal expiry date, or two (2) full weeks before the normal expiry date of maternity leave; provided that the member who fails to make applications as aforesaid shall be deemed to have terminated her employment.
- 08-05 **A** member shall not receive sick leave in accordance with the Sick Leave Absence section of this Agreement, and City of Windsor By-Law 980 and amendments thereto, during the period of maternity leave.
- 08-06 The Board shall continue to pay the premiums normally payable by the Board to maintain those fringe benefits to which the employee is entitled for the period of the maternity leave. This section subject to the agreement by the employees that premiums expended during this period will be refunded to the Board if she does not return to employment. **(new 86)**
- 08-07 **A** member on maternity leave shall not lose seniority standing during such leave period.
- 08-08 **An** employee on maternity or adoption leave shall continue to accumulate vacation entitlement for the first six (6) months of leave. For any period of maternity or adoption leave beyond six (6) months, such employee's vacation entitlement will be reduced by one-twelfth (1/12) for each full month absence. **(revised 90)**
- 08-09 Any female employee who has had placed with her a child or children under the age of twelve (12) years for the purpose of adoption pursuant to the law of Ontario, shall be granted seven (7) months leave at her request. This provision shall be subject to the conditions as set out for maternity leave. **(revised 91)**
- 08-10 **An** employee on maternity leave who is required to attend court shall receive a minimum of six (6) hours pay for attending court to a maximum of eight (8) hours pay in one day at the regular rate of pay. **(new 89)**
- 08-11 Members on maternity or adoption leave as provided for under this Agreement who are in receipt of Unemployment Insurance Benefits pursuant to Section 18 (Maternity Leave) or Section 20 (Parental [Adoption] Leave) of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. This benefit will be equivalent to the difference between seventy-five percent (75%) of the member's regular bi-weekly earnings and the sum of the member's bi-weekly unemployment insurance benefits. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period and continue for a maximum of fifteen (15) weeks. **(new 90)**
- Members must sign an agreement to repay the "top-up" pay if they do not continue employment for a minimum of twelve (12) months after the expiry of said leave. **(revised 91)**
- 08-12 When an employee is on pregnancy or parental leave, the employer shall continue to make employer contribution to the O.M.E.R.S. pension, life insurance, accidental

death, extended health and dental plans unless the employee has advised the employer, in writing, that he or she does not wish to continue to make the employee contributions if to any such plans. (new 94)

SECTION 9 - BEREAVEMENT LEAVE

- 09-01 Leave of absence of three (3) days excluding regular days off shall be granted, without loss of pay, to a member attending the funeral of a member of his/her family, the family being defined as:
mother, father, brother, sister, spouse, or children.
- 09-02 Leave of absence of not more than three (3) days between death and burial shall be granted, without loss of pay, to a member attending the funeral of a member of hisher family, the family being defined as:
grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a person standing "in loco parentis"
- 09-03 When a member is unable to attend the funeral service, leave of absence of one (1) day without loss of pay, shall be granted at the discretion of the Chief of Police, to the said member to attend a memorial service held in conjunction with the funeral of a member of hisher family as defined in sub-sections 09-01 and 09-02.

SECTION 10 - EMERGENCY LEAVE

- 10-01 In the event of an emergency situation, a member shall be entitled to use one (1) day of the member's vacation allowance to a maximum of three (3) days in a calendar year. In the event that the member has no remaining vacation, the member may use vacation entitlement from the following year. The member shall not be subject to any minimum staffing level set by the employer when using this provision. The member shall **only** be required to notify his/her supervisor that **an** emergency exists and the nature of the emergency. (New 97)

SECTION 11 - SICK LEAVE ABSENCE

- 11-01 All members of the Service reporting off-duty of sickness or injury on duty shall be subject to the provisions of the City of Windsor By-Law Number 980 (Sick Leave) and amendments thereto except insofar as the said By-Law is varied by the terms of sub-sections 11-02 and 11-03 hereof
- 11-02 Where a member is absent from work on sick leave for any period of time, his/her normal accumulation of sick leave shall not be interrupted by reason of such absence; provided however that where an employee uses up his/her accumulated or extended sick leave credits, he/she shall not be entitled to further credits until he/she returns to work and earns such credits through regular attendance as provided by S. 3(a) of the Sick Leave By-Law.

11-03 Effective August 1st, 1989, the gratuity provisions shall be as outlined in Appendix 6. NOTE: Cadets in the employ of the Board prior to January 1st, 1989 shall not be affected by this Section as set out in Section 13-06 of the Unit "A" Agreement. (new 89)

11-04 The Board shall remit to the Association a sum of \$ 7500.00 each month for a period of twelve months beginning January 1st 1998. Said payment is to be made on the first day of each month. The Board and the Association agree to establish a committee to review short term/long term disability plans. The current requirement regarding member eligibility in the present Long Term Disability plan shall remain the same. (new 97)

SECTION 12 - COURT TIME AND OVERTIME

12-01 Court time and overtime for all members of the Service shall be in accordance with the provisions of the Overtime Agreement made between the Windsor Police Services Board and the Police Association under date of May 4th, 1960, except insofar as the said Agreement is varied by the terms of Sections 13, 14, 15 and 16.

SECTION 13 - OVERTIME OTHER THAN COURT TIME

13-01 TIME AND ONE-HALF

All members of the Service shall be credited with an amount equal to the hours of overtime work multiplied by one and one-half (1 ½) times the hourly rate earned by such member at the time such overtime work was performed, but that the time and one-half rate shall not apply to court time or as so stipulated hereinafter.

13-02 TIME AND ONE-HALF - STATUTORY HOLIDAYS

All members of the Service who are required to work any statutory holidays as defined in sub-section 07-03 shall receive time and one-half for each hour so worked, such time to be credited to the member's time off bank as referred to in Section 16-02, but this provision shall not apply to the additional one day to be granted at the discretion of the Chief of Police. Members working overtime on a statutory holiday will be entitled to double time as per section 13-04. (revised 94)

Members shall be required to bank the first twenty-four (24) hours overtime earned in relation to statutory holidays. This shall be effective from January 1st, 1998 and will cease on December 31st, 1998 after which time members may elect to be paid for said overtime earned after that date. (New 97)

13-03 OVERTIME CREDIT

All members of the Service shall be credited with one hour overtime for any part of an hour worked in excess of thirty (30) minutes but under a full hour and shall receive no credit for any part of an hour of overtime worked less than thirty (30) minutes.

13-04

DOUBLE TIME

All members of the Service, shall, if called back to duty from annual vacation or on a leave day, be allowed double time, except when emergency conditions affecting the Service generally are instituted at the direction of the Chief of Police, and in any event, double time shall be allowed for the first day so affected. All remaining vacation or leave days served on duty will be taken at a later date at the option of the member.

13-05

EXTERNAL DUTY

All members of the Service who are required to make attendance outside of the City of Windsor, exclusive of attendance at courses at the Ontario Police College or otherwise, and court appearances as witnesses, shall be deemed to be on duty on the day shift and shall be compensated at the regular rate of pay (overtime excepted) for all time spent in excess of the regular eight (8) hour tour of duty with the exception of eight (8) hours sleeping time for which proof may be required.

13-06

CHANGE OF SHIFT

All members of the Service when required to change a shift without having first received thirty-six (36) hours notice, shall be granted additional compensation by way of four (4) hours pay at the regular rate.

13-07

CALL-IN

All members of the Service shall receive four (4) hours pay at the regular rate for each "call-in", in addition to overtime, if any, as defined in sub-sections 13-01, 13-02, 13-03 and 13-04.

13-08

STAND-BY-DUTY

All members of the Service shall receive three (3) hours pay at the regular rate for each twenty-four (24) hour period, or part thereof, of stand-by duty, in addition to overtime, if any, as defined in sub-sections 13-01, 13-02, 13-03 and 13-04.

13-09

INFORMATION SERVICES DIRECTOR

The Information Services Director shall receive an additional week of vacation in compensation for overtime worked as included in this section. (new 86)

SECTION 14 - COURT TIME

14-01

Court time shall mean the attendance of members of the Service as witnesses during off-shift hours and vacation and leave days in Provincial Courts of the City of Windsor or County of Essex.

14-02

Court time shall also mean the attendance of members of the Service as witnesses during off-shift hours and vacation and leave days in any court or tribunal of competent jurisdiction, including civil courts, where the evidence of the member is the result of a police investigation, and further that any monies paid in addition to the provisions of this article as witness fees or otherwise for such appearance shall be forwarded to the Board, who may request proof of such appearance and other payment, if any. In addition, members of the Service, when called by the defence as defence witnesses in any criminal matter, shall first be subpoenaed.

- 14-03 A member of the Service required as a witness shall sign in a book kept by the Courts' Officer in charge of same at the time he/she reports for duty as a witness.
- 14-04 Said member shall sign out in said book when he/she has completed his/her court appearance as a witness, but for the purpose of computing overtime the time of signing out shall in no event be deemed later than the time when the court in which he/she was required adjourned.
- 14-05 A minimum of three (3) hours pay at the regular rate shall be allowed for attendance at a court sitting.
- 14-06 Four (4) hours pay at the regular rate shall be allowed if in continuous attendance at a court sitting for two hours and fifteen minutes, it being understood that for said four (4) hours overtime the witness shall, if required, give a full three (3) hours time.
- 14-07 Five (5) hours pay at the regular rate shall be allowed if in continuous attendance at a court sitting for three hours and fifteen minutes on the same terms as set forth in sub-section 14-06.
- 14-08 Six (6) hours pay at the regular rate shall be allowed if in continuous attendance at a court sitting for four hours and fifteen minutes on the same terms as set forth in sub-section 14-06.
- 14-09 In addition to the foregoing, an additional three (3) hours pay at the regular rate shall be allowed if
- the member of the Service is required to appear in morning court after having completed on that same morning a tour of duty on any regular shift ending at or after 2:00 a.m., or,
- 14-10 the member of the Service is required to appear in afternoon court after having completed on that same morning a tour of duty on any regular shift ending at or after 2:00 a.m., providing the member had attended morning court on that same day, or,
- 14-11 the member of the Service is required to appear in both morning and afternoon court; and, on the same day, is required to work a on shift ending at or after 11:30 p.m., three (3) additional hours per court sitting, or,
- 14-12 (a) the member of the Service is required to attend court on his/her leave day, which does not include off-shift hours, or (**renumbered 89**)
- 14-12 (b) the member of the Service immediately following his/her leave days is required to attend both morning and afternoon court and is required to work a on shift commencing at or after 6:00 p.m. that day shall receive the additional three (3) hours for each sitting. (**revised 97**)

14-13 Members on the day shift who complete their regular tour of duty at 3:15 p.m. shall receive overtime at time and one-half commencing at 3:31 p.m. immediately afterwards if their attendance is required at a sitting of the courts at 3:00 p.m. (New 89)

14-14 **COURT CANCELLATION**

If a member is to be cancelled for any court appearance referred to in this Section, such cancellation is to be made prior to 7:00 p.m. the previous day. In the event he/she is cancelled after 7:00 p.m., he/she shall be entitled to three (3) hours pay. If the member is on furlough, he/she shall receive six (6) hours pay. Such cancellation to be made prior to the member's attendance for court, or the normal court overtime shall apply. (effective April 1,1992) (revised 92) (new 89)

14-15 If the attendance of a member of the Service is required at court during his/her annual vacation, he/she shall be allowed double time and in addition one (1) leave day, such leave day to be taken at the discretion of the officer-in-charge of each division, for each day in attendance. (revised 86) (renumbered 89)

The member shall not receive the additional one (1) leave day if he/she fails to notify the officer-in-charge of Court Services that he/she will be on annual vacation at that time. (revised 90)

14-16 A court sitting shall mean:

- a sitting of the courts in the morning until 1:30 p.m.,
 - a sitting of the courts in the afternoon until 6:15 p.m., and
 - a sitting of the courts in the evening until the Court is adjourned for the day.
- (renumbered 89)

14-17 **ATTENDANCE - OUT OF TOWN COURTS**

Overtime shall be granted to those members travelling to and returning from out of town court, based on mode of travel, distance of travel, completion of court cases, etc.

For the purposes of calculation of this overtime, a member shall be deemed to start his/her shift upon departure for out of town court. Travel time shall be calculated at one (1) hour per 90 km (50 miles) if travel by auto; and if by other mode of travel, actual time spent from and to member's residence. Overtime shall be granted for any time beyond eight (8) hours at the applicable overtime rate.

The officer commanding the Division will determine the mode of travel. (revised & renumbered 89)

14-18 A member whose attendance is required for court outside the County of Essex shall, upon the commencement of the fourth successive court day, be entitled to benefits provided in sub-section 13-05 for External **Duty**, effective at the commencement of the third successive day and for each successive court day thereafter.

14-19 All requests for an overtime credit, including court time, shall be made in triplicate and a true copy of the time credited to the member's account shall be returned to the member upon completion of departmental processing, and the overtime application shall contain on the back thereof, a synopsis of the overtime and court time sections of the Agreement.

14-20 **COURT TIME - CHARGED MEMBERS**

A member charged with a Criminal or Statutory Offence as a result of a job related incident shall, upon dismissal or withdrawal of the charge(s) be credited with court time as defined in Section 14 for any arraignment and subsequent trial the member was required to attend in answer to such charge or charges. This section shall not apply to charges laid under the Police Services Act. (revised 89)

SECTION 15 - PERMANENT AND TEMPORARY ASSIGNMENT IN HIGHER RANKS

15-01 (a) All promotions, transfers, temporary assignments and appointments shall be based on skill, knowledge, efficiency and related experience of the employees concerned and, where such qualifications are equal, seniority shall be the determining factor.

15-01 (b) All promotions shall be made in accordance with the Civilian Promotional Policy as agreed upon by the Board and the Windsor Police Association. (new 90) See Appendix 11.

15-02 (a) Every employee, except Communicators, shall be subject to a probationary period of ninety (90) calendar days of continuous employment commencing on the date of such employment, during which period the Board shall have the right to discharge such employee without grievance, provided that the employee shall have the right to grieve on any other matters coming within the scope of this Agreement, and shall otherwise enjoy the rights, privileges and benefits, and shall conscientiously perform and observe all obligations and responsibilities contained in this Agreement. (revised and renumbered 89)

15-02 (b) Employees in the rank of Communicator shall be subject to a probationary period of one hundred and twenty (120) calendar days of continuous employment commencing on the date of such employment, during which period the Board shall have the right to discharge such employee without grievance, provided that the employee shall have the right to grieve on any other matters coming within the scope of this Agreement and shall otherwise enjoy the rights, privileges and benefits, and shall conscientiously perform and observe all obligations and responsibilities contained in this Agreement. (new 89)

15-03 **An** employee who is appointed or promoted to another position within the jurisdiction of the Board, shall be subject to a probationary period of ninety (90) calendar days of continuous employment, commencing on the date of such appointment or promotion, at the end of which time the Board shall either confirm such employee in the new position or shall return the employee to their former rank or classification without loss of seniority. Other members affected shall be returned to their previous position without loss of seniority. (revised 97)

- 15-04 (a) **A** member of the Service shall when directed by the officer commanding the Division or Branch, or his/her designate, be granted one (1) hour pay at the regular rate for each time he/she works in a rank higher than that which he/she holds for each complete eight (8) hour period so served.
- 15-04 (b) Notwithstanding Section 15-04 (a) a member of the Service shall when directed by the officer commanding the Division or Branch, or his/her designate, shall receive the top rate of pay in the higher level while so assigned for each time he/she works in a rank three (3) or more grade levels higher than that which he/she holds for each complete eight (8) hour period so served. The premium pay shall be paid to the member as overtime hours to be taken in cash or time off at the member's discretion. **(Effective March 1,1997)**
- 15-05 (a) Replacement for short term absences such as furloughs and sick leave shall be accomplished by divisional seniority. Replacement for extended leave periods including maternity leave shall be accomplished by departmental seniority. In either case, seniority is to be determined by the length of service in the level, and if equal, Service seniority will prevail. **(revised 94)**
- 15-05 (b) **An** extended leave period shall be a period in which it is expected that the replacement will be for longer than ninety (90) calendar days. **(revised and re-numbered 89)**
- 15-05 (c) (i) The original vacancy may be filled by an employee within the level affected at the discretion of the Staff Inspector who after consultation with the Association decides that minimal training will be required and there will be minimal loss of efficiency for the same level. The vacancy created by either the original vacancy above if not filled laterally or the vacancy created by the lateral fill shall be filled by an employee from the next lower salary level. The vacancy in the next lower salary level may be filled by a temporary employee. **(revised 94)**
- (ii) Notwithstanding the foregoing it is agreed that a replacement roster of temporary employees shall be established for the purpose of filling temporary absences in the Communications Centre. **(new 91)**
- 15-05 (d) Employees already filling a replacement position shall not be eligible to fill another replacement position until the completion of such original replacement and further will not be entitled to apply for a replacement position that has already been assigned to another employee. This in no way prohibits or restricts the opportunity of said employee to apply for any openings within the service at any time. **(revised & renumbered 89)**
- 15-05 (e) Where pursuant to this Section, a short term replacement has been made pursuant to Section 15-05 (a) and for any reason the length of the replacement becomes an extended leave replacement, that replacement shall continue to be filled by the employee first assigned to that replacement, unless the continued absence is expected to exceed an additional thirty (30) calendar days. In such case the absence shall be deemed an extended absence, and will be immediately filled according to Section 15-05 (a). **(revised 89)**

- 15-05 (f) The Information Services Utility Clerk shall only replace outside Information Services for extended replacements only. **(revised & renumbered 89)**
- 15-06 (a) **TEMPORARY EMPLOYEE**
- The Board may hire temporary employees,
- (i) to fill vacancies created by the operation of Section 15-05 (c)(i) and (ii).
 - (ii) for a definite term or task requiring a non-permanent appointment. **(revised 91)**
- 15-06 (b) A full-time temporary employee shall normally work more than twenty-five (25) hours per week. A part-time temporary employee shall normally work less than twenty-five (25) hours per week. **(revised & re-numbered 89)**
- 15-06 (c) The term “Temporary Employee” shall refer to both “full and part-time temporary employees” unless specified otherwise. **(revised & renumbered 89)**
- 15-06 (d) Temporary Employees shall not replace full-time employees other than pursuant to Section 15-06 (a)(i). **(revised & re-numbered 89)**
- 15-06 (e) A temporary employee shall not establish seniority. **(revised & re-numbered 89)**
- 15-06 (f) Temporary employee shall be entitled to following benefits:
- (i) overtime as provided by Section 13 - paid bi-weekly,
 - (ii) shift differential as provided by Section 17 - paid bi-weekly,
 - (iii) court time as provided by Section 14 - paid bi-weekly,
 - (iv) meal allowance as per Section 18-04,
 - (v) vacation and public holidays as per the Employment Standards Act, **(revised 94)**
 - (vi) lunch hour as per Section 6 provided the employee works four (4) hours or more per shift,
 - (vii) Legal Indemnification as per Section 29, and
 - (viii) Police College Allowance as per Section 18-06. **(revised & renumbered 89)**

15-06 (g) In addition to the benefits listed in Section 15-06 (f), Full-time Temporary Employees shall be entitled to the following after six (6) months continuous employment:

- (i) sick leave as per Appendix 7, and
- (ii) bereavement leave as per Section 9.

15-07 (a) After six (6) months continuous service as a Full-time Temporary Employee, such employee shall be eligible for fringe benefits in accordance with the provisions of Section 23 and sub-section 07-03 relative to medical and hospital services, drug services, dental services and statutory holidays and the cost of such benefits shall be paid by the Board. Each employment period shall be considered as if it was the original employment period for the purposes of this Section and shall not be cumulative from any other employment period other than the current employment period. (new 89)

15-07 (b) In the case of a Full-time Temporary Employee who is hired to fill a maternity leave replacement, the application of Section 15-07 (a) will commence after seven (7) months continuous service. (new 90)

15-08 Temporary Employees shall be considered probationary employees but are however subject to Section 28 and shall be entitled to receive only those benefits and only be subject to those Sections specifically referred to in this Section. (new 89)

15-09 Temporary Employees shall receive the lowest rate of pay established for the level in which they are employed in as set out in Schedule "A". (new 89)

NOTE: Sections 15-06 (a) up to and including 15-09 are effective August 1st, 1989.

15-10 **Permanent Part-Time Employees**

- (a) The Board may hire permanent part-time employees.
- (b) Permanent part-time employees shall not be hired to replace or fill permanent full-time positions.
- (c) A permanent part-time employee shall establish seniority. Seniority on basis of hire date to be used only for the purposes of call-in.
- (d) Permanent part-time employees shall be entitled to the following benefits:
 - (i) overtime as provided by Section 13 - paid bi-weekly,
 - (ii) shift differential as provided by Section 17 - paid bi-weekly,

- (iii) court time as provided by Section 14 - paid bi-weekly,
 - (iv) meal allowance as per Section 18-04,
 - (v) vacation as per the Employment Standards Act,
 - (vi) lunch hour as per Section 6 provided the employee works four (4) hours or more per shift,
 - (vii) Legal Indemnification as per Section 29,
 - (viii) Police College Allowance as per Section 18-05.
- (e) Permanent part-time employees shall receive the rate of pay established for the level in which they are employed as set out in Schedule "A", reflective of his/her years of service.
 - (f) Permanent part-time employees shall normally work less than twenty-five (25) hours per week.
 - (g) After six (6) months continuous service as a Permanent Part-time Employee, such employee shall be eligible for fringe benefits in accordance with the provisions of Section 23 and sub-section 07-03 relative to medical and hospital services, drug services, dental services and statutory holidays and the cost of such benefits shall be paid by the Board. Each employment period shall be considered as if it was the original employment period for the purposes of this Section and shall not be cumulative from any other employment period other than the current employment period. **(new 91)**

SECTION 16 - PAYMENT OF OVERTIME

- 16-01 Members may elect to be paid bi-weekly for overtime or may elect to bank overtime hours to be taken in "time off". Such election shall be indicated on the overtime credit application. Notwithstanding the above, members may request in writing to be paid for accrued overtime credits at any time during the year. **(revised 91)**
- 16-02 Accumulated overtime shall not exceed forty (40) hours as of the 31st day of October. Hours in excess of forty (40) hours shall automatically revert to "cash payment". **(revised 94)**
- 16-03 In the event a member has to attend a sitting of the court *on* a special leave day, such member shall be restricted to a maximum of eight (8) hours overtime, notwithstanding that such leave of absence may be cancelled at the request of the member. **(renumbered 91)**

SECTION 17 - SHIFT DIFFERENTIAL

- 17-01 **A** shift differential in the amount of forty cents (\$.40) per hour shall be paid to all personnel for all work performed in a regular or special full-time shift commencing at or after 2:30 p.m., inclusive of overtime, provided that such differential shall not be paid for work performed, except overtime, after the hour of commencement of that member's normal day shift. **(revised 91)**
- 17-02 In addition to the foregoing forty cents (\$.40), a further shift differential in the amount of seventy cents (\$.70) per hour shall be paid to all personnel for those hours which fall on Saturday or Sunday. **(new 91)**

SECTION 18 - SERVICE LEAVE

- 18-01 All members of the Service who have been continuously employed by the Board from December 31, 1991, or prior thereto, shall receive additional time off, with pay, in accordance with the following schedule:
- | | |
|---|-----------------------|
| Five to nine (5 to 9) years completed service | one-half day |
| Ten to Fourteen (10 to 14) years completed service | one day |
| Fifteen to nineteen (15 to 19) years completed service | one and one-half days |
| Twenty to twenty-four (20 to 24) years completed service | two days |
| Twenty-five to twenty-nine (25 to 29) years completed service | two and one-half days |
| Thirty or more years completed service (revised 97) | three days |
- 18-02 **Any** employee who leaves the Service after completing five (5) years service shall be entitled to receive a proportionate part of the Service Pay which would have been allotted to him/her for the calendar year in which he/she terminates his/her employment.
- 18-03 In the event an employee is absent without pay (excluding absences for maternity or adoption leave) for any period in excess of one (1) calendar month in any calendar year in which the employee is qualified to receive Service Leave, such leave shall be pro-rated on the basis of one-twelfth (1/12) for each calendar month worked during that year. **(revised 97)**

18-04 **MEAL ALLOWANCE**

A meal allowance of \$7.50 shall be paid to members of the Service who have served eleven (11) or more hours of continuous duty and such allowance shall be paid for each successive three (3) hours of overtime on continuous duty. (effective August 1, 1991) (revised 91)

18-05 **POLICE COLLEGE ALLOWANCE**

All members of the Service attending training courses at a recognized police college shall receive \$70.00 per week for each week in attendance. This amount is to also cover any entitlement for any overtime travelling to or from the recognized police college. (effective July 1, 1992) (revised 92) (revised 90)

18-06 Members attending other training courses within the Province which extend beyond three (3) weeks shall be entitled to one (1) additional air fare, return. (re-numbered 92)

18-07 **TRAINING ALLOWANCE**

Communications Centre and C.P.I.C. members, other than supervisors assigned to train new members, shall be paid \$6.00 (six dollars) per shift for each full shift of such training assignment. (effective April 1, 1990) (new 90) (re-numbered 92)

18-08 **TRAINING COST ALLOWANCE**

The Board agrees to pay any and all costs assessed to any member for training purposes required for employment. The Board shall pay for, or reimburse to the member any tuition fee, attendance fee, equipment cost or any other cost for members attending the Ontario Police College, the Canadian Police College or any other location the member may be directed to attend by the employer. (New 97)

SECTION 19 - PLAINCLOTHES REIMBURSEMENT

19-01 Cadets and Special Constables required to work in plainclothes, other than recruits awaiting the issue of uniforms **prior** to attending the Ontario Police College, shall be reimbursed for expenses incurred in the purchase of such clothing. It shall be the responsibility of the member to retain receipts for income tax purposes. Such reimbursement shall be in **an** amount not to exceed \$950.00 per annum or \$3.65 per day or any part thereof. Any personnel regularly assigned to plainclothes duty and eligible for reimbursement of \$950.00 as aforesaid, if continuously absent by reason of an illness or incapacity for a period exceeding three (3) months may have deducted from said reimbursement the amount of \$3.65 per day for the period thereafter in which he/she is absent. (revised 92) (amended 1993)

SECTION 20 - EDUCATIONAL ASSISTANCE

- 20-01 The cost of any course approved by the Chief of Police or the Windsor Police Services Board shall be paid by the Service upon successful completion of the course.

SECTION 21- UNIFORMS AND EQUIPMENT

- 21-01 The following uniforms and equipment will be supplied by the Board to Cadets and Special Constables personnel on their recruitment:

| | |
|---|------------------------------|
| one tunic and cloth belt | |
| two pair of uniform dress trousers | flashlight holder |
| two pair of uniform cargo trousers | officer's notebook and cover |
| one winter patrol jacket | emergency first aid kit |
| twelve uniform shirts | one whistle |
| two black pull-away ties | one radio frog |
| one dress pair of police boots | one winter hat |
| one pair of Gortex boots | soft body armour |
| one cap with special roll type brim | |
| one pair of gloves | |
| one sweater | |
| one handcuff pouch (upon qualification) | |
| one pair of handcuffs (upon qualification) | |
| one ASP baton and holder (upon qualification) | |
| PON ticket holder | |
| one duty belt | |

- 21-02 In addition to the foregoing, personnel assigned to motorcycles will be issued: gauntlets, gauntlet "inserts", leggings, clear and sun motorcycle goggles, as required.

- 21-03 In addition to the foregoing, recruits shall receive one (1) extra pair of boots, two (2) pair of trousers, and six (6) extra uniform shirts in their first year of duty.

- 21-04 In addition to the foregoing, Cadets shall receive a winter overshoe issue at least once every two years.

- 21-05 The Board agrees to pay the full cost of a protective vest for all members. The type of vest and replacement schedule shall be as agreed upon between the Board and the Association. **(revised 94)**

- 21-06 Uniform personnel after their initial uniform issue will receive thirty-five (35) points per year to be used at his/her discretion for replacement of issued clothing. Unused points in any calendar year shall not be carried over to the next year.

The point value for various pieces of uniform are set out as follows:

| <u>ITEM</u> | <u>POINTS</u> |
|--|---------------|
| Tunic | 13 |
| Trousers, per two pairs | 5 |
| Patrol Jacket | 15 |
| Uniform shirt | 1 |
| Dress boots and repair chit (1 per year) | 9 |
| Oxfords and repair chit (1 per year) | 12 |
| Low cut soft soled shoes | 9 |
| Uniform boots (with Gortex) | 12 |
| Uniform boots (without Gortex) | 10 |
| Winter overshoes (1 per year) | 4 |
| Cap | 2 |
| Winter hat | 2 |
| Mitts | 2 |
| Gloves (maximum 2 pair per year) | 2 |
| Sweater (1 per year) | 5 |
| Rain coat | 10 |

Replacement of the following clothing and equipment will be on an "As required" basis and no points will be charge for replacement:

| | | |
|----------------------------|--------------------|----------------------------|
| black safety pull away tie | white dress gloves | whistle |
| duty belt | handcuff pouch | soft body armour |
| handcuffs | flashlight holder | emergency kit |
| ASP baton | radio frog | officer notebook and cover |
| pepper spray holder | PON ticket holder | |

SECTION 22 - CLEANING OF UNIFORMS

22-01 The Board shall provide Cadets and Special Constables with three (3) uniform clearings, or equivalent to plainclothes personnel, per month and all other cleaning as deemed necessary by the officer in charge of Stores. **(revised 97)**

SECTION 23 - MEDICAL SERVICES AND HOSPITAL CARE

23-01 The medical services and hospital care for members of the Service shall be in accordance with the City of Windsor By-Law Number 6342, and amendments thereto, except insofar as said By-Law is varied by the terms of sub-sections 23-02, 23-03, 23-04, 23-05 and 23-06. **(revised 86)**

23-02 The Board shall pay the total cost of the premiums for medical services and hospital care for all members of the Service and their dependents enrolled under such By-Law 6342

23-03 The Board shall pay the total cost of premiums for all members and their dependents enrolled in the Green Shield Prepaid Services Inc. Apoth-A-Care, Plan

9 (amended 1997), Windsor Police Extended Health Plan, as amended 1980 and 1984, and Vision Care Plan 7 as amended 1995 (effective August 16, 1996) (\$150.00) plus fifty percent (50%) of the amount between \$150.00 and \$200.00, and Green Shield Audio Plan as amended in 1988, and Clinical Psychology (\$1,500.00) per calendar year as amended 1989, Pit and Fissure Sealants (revised 91). Chiropractic coverage to a maximum of \$25.00 per visit/maximum \$350.00 per year. **(New97)** The Board shall pay the total cost of the Green Shield Direct Deluxe Travel Plan QJ for all members. (new 96)

23-04 The Board shall pay the total cost of the premiums for all members and their dependents enrolled in the Green Shield Old Age Home and Nursing Home Care Plan N4. (effective **January 1,1992**) (new 91)

23-05 The Board shall pay the total cost of the premiums for all members and their dependents enrolled in the Green Shield Canada Plan FH, as amended 1997. (revised and re-numbered 97)

23-06 The coverage shall include:

| | |
|-------------------|---|
| Dental Schedule A | -unlimited |
| Dental Schedule B | -unlimited |
| Dental Schedule C | -80% coverage to a maximum of \$1,000.00 per person in twelve (12) consecutive months |
| Dental Schedule D | -50% coverage to a maximum of \$3,000.00 per person in a lifetime (revised 97) |

23-07 Notwithstanding Section 2 of Appendix (2) in relation to probationary periods, the benefits shall be provided to all employees after ninety (90) calendar days from the start of their employment. **(new94)**

SECTION 24 - INSURANCE PENSION PLANS

24-01 Insurance and Pension Plans for members of the Service shall be in accordance with: City of Windsor By-Law 156 dated the 5th day for January, 1938, and, City of Windsor By-Law 2577 dated the 18th day of November, 1963, and Board of Commissioners of Police By-Law 107 dated the 29th of November, 1963, and City of Windsor By-Law 4267 dated the 17th day of January, 1972.

24-02 Effective January 1st, 1973, Supplementary Pension Benefits of two percent (2%) of the average of the highest sixty (60) consecutive months earnings, multiplied by the number of years service to a maximum of thirty-five (35) years service shall be added to all employees covered under this Agreement in accordance with the provisions of the Ontario Municipal Employees Retirement System, and further that

24-03 Effective January 1st, 1973, the member's pension contribution shall be seven percent (7%) of earnings, so that the maximum member contribution to the

Ontario Municipal Employees Retirement System AND the integrated Canada Pension Plan will not exceed seven percent (7%) of the members earnings, in accordance with the provisions of the Ontario Municipal Employees Retirement System.

- 24-04 Effective January 1st, 1982, an early retirement benefit (supplementary type 3) will be provided to permit early retirement without actuarial reduction in benefits within ten years prior to a member's normal retirement date, when, the member is declared by the employer to be unable to perform the duties of his/her employment due to mental or physical incapacity (partial disability), or, the member has completed thirty years of service with the employer.
- 24-05 Effective January 1st, 1982, the member's pension contribution shall be eight percent (8%) of earnings, so that the maximum member contribution to the Ontario Municipal Employees Retirement System AND the integrated Canada Pension Plan will not exceed eight percent (8%) of the members earnings, in accordance with the provisions of the Ontario Municipal Employees Retirement System.
- 24-06 Effective January 1st, 1989, any member of the Service may establish "optional service" in the existing pension provisions for all or part of such service in accordance with the provisions of the Ontario Municipal Employees Retirement System Act and Regulations, and further, that the payment for such "optional service" shall be fully borne by the member, and further, that the application for such credited "optional service" will be in accordance with the provisions of the Ontario Municipal Employees Retirement System Act and Regulations. **(new 89)**
- 24-07 The Board shall pay the full cost of the premiums for all members of the Service enrolled in:
- Mutual Life Assurance of Canada "group life insurance policy 18500-C" or successor at a policy coverage in the amounts of,
- 2.5 times salary for each member,
\$5,000.00 for each member's spouse,
\$2,500.00 for each member's eligible child,
\$6,000.00 for each retired member,
- as amended 1997,
- 24-08 and to include the Accidental Death and Dismemberment (occupational basis) coverage to members of the Service only,
- to the amount of \$80,000 for each member, and **(New 97) (Effective Jan. 1, 1998)**
- 24-09 Sun Life Assurance Company "group life insurance policy 4386G", or successor (presently Mutual Life Assurance of Canada group life insurance policy 18500), in accordance with the policy and system presently in effect. For clarity this clause

shall provide for life insurance in the amount equal to the member's annual salary to the nearest \$500.00. Upon retirement this amount shall reduce to one-half (1/2) the member's annual salary at retirement to the nearest \$500.00. (revised 94)

SECTION 25 - TENDERING

25-01 The Board and the Association agree that the Corporation shall have the option to "tender", and change carriers in matters relative to:

life insurance,
medical and hospital services,
prescription services, and
dental plans.

This provision is only applicable when both the benefits and conditions relative to the above mentioned benefits are identical.

SECTION 26 - PECUNIARY AID TO WIDOWS

26-01 In the event a Cadet of the Service is killed, or dies of injuries received in the discharge of his/her duties, the Board agrees to recommend to Council of the Corporation of the City of Windsor the following benefits be paid to his/her widow/widower.

26-02 That the Corporation pay annually to the widow of such member, fifty (50%) percent of the difference between the sum of the total awards of the OMERS, Workers' Compensation, Canada Pension and the annual *salary* of the member of the Service at the time of death, and further,

26-03 That the payments shall continue until the deceased member would have normally retired or until the widow/widower remarries or until the death of the widow/widower, whichever occurs first, and further,

26-04 That such payments be based on any future increases in salary the deceased member would have normally received in his/her classification until normal retirement age, had death not occurred.

SECTION 27 - ATTENDANCE AT ASSOCIATION MEETINGS & CONVENTIONS

27-01 Members of the Executive of the Association shall be permitted to absent themselves, without loss of pay, to attend meetings to conduct the affairs and business of the Association, in accordance with the following.

27-02 Application for time off to any Association meeting shall be made only with the knowledge and consent of the President of the Association, or the person acting in his stead.

- 27-03 Applications shall be in writing and filed with the Service allowing sufficient time for normal processing, but where in cases of special meetings this cannot be done, every consideration shall be given to the Service.
- 27-04 **REGULAR EXECUTIVE BOARD MEETINGS (9:00 A.M.)**
Any member of the Executive Board and one civilian representative who is scheduled for duty on a day or afternoon shift on the day of the meeting may apply for that shift off duty. (revised 89)
- 27-05 Any member of the Executive Board and one civilian representative who is scheduled for duty on the midnight shift immediately prior to the meeting may apply for that shift off duty, but shall not apply for the midnight shift off after the meeting. (revised 89)
- 27-06 **SPECIAL EXECUTIVE BOARD MEETINGS**
Members of the Executive Board shall apply only for the time of the meeting if they are on shift, or on duty, during the time such meeting is scheduled.
- 27-07 **GENERAL MEETINGS AND SPECIAL GENERAL MEETINGS**
Members of the Executive Board shall apply only for the time of the meeting if they are on shift, or on duty, during the time such meeting is scheduled.
- 27-08 **MEETINGS WITH SERVICE ADMINISTRATORS AND/OR POLICE SERVICES BOARD**
Those members of the Executive Board assigned to attend such meetings shall apply for the time of the meeting if they are on duty, or on shift, during the time such meeting is scheduled.
- 27-09 Notwithstanding the aforementioned, where it is deemed necessary to hold briefing meetings prior to such meetings, members may apply for the necessary time to hold such meeting.
- 27-10 Members appearing before the Police Services Board in respect to the affairs of the Association shall appear in civilian attire.
- 27-11 A member of the Association who is a member of the Executive of the Police Association of Ontario shall be considered a member of the Board of Directors of the Association.
- 27-12 Three (3) members of the Executive of the Association, who are representatives to the P.A.O. shall be permitted to absent themselves, without loss of pay, for such time as may be necessary to a maximum of three (3) days, to attend Executive Board or Quarterly Meetings of the P.A.O.
- 27-13 Six (6) members of the Executive of the Association shall be granted permission to attend the annual convention of the P.A.O. for five (5) days without loss of pay. (revised 97)

- 27-14 A member of the Association who is a member of the P.A.O. Board of Directors shall receive two (2) days leave of absence per month, cumulative, without loss of pay, in order to attend meetings or functions of the said P.A.O. and a member of the Association who is a member of the Executive Committee in the P.A.O. shall be granted time as necessary to a maximum of sixteen (16) days per year to attend meetings and functions of the said P.A.O. and further that a civilian representative of the Association shall be allowed a maximum of six (6) days per year to attend functions of the P.A.O., provided he/she is not elected to the Executive Committee.
- 27-15 The President of the Association, or a member of the Executive of the Windsor Police Association acting in his/her stead, shall receive time off as required, subject to approval of the Chief of Police, for the purpose of carrying on the business and affairs of the Association, and further, subject to the approval of the Chief of Police, one other member of the Executive may be permitted time off when such business requires attendance outside the City of Windsor.
- 27-16 The President, or member of the Board acting in his/her stead, of the Association shall be allowed to attend the Canadian Police Association annual convention, yearly, without loss of pay. (re-numbered 89)

SECTION 28 - COMPLAINT AND GRIEVANCE PROCEDURE

- 28-01 The complaint and grievance procedure for members of the Service shall be in accordance with the following:
- Subject to what is set forth in sub-section 28-07 other than in a disciplinary matter, a member who has any grievance or complaint shall forthwith convey to his/her immediate supervisor (orally or in writing) all facts relative to the grievance and/or complaint. The member and the superior shall make every attempt to resolve the problem at this preliminary state.
- 28-02 If the member and the superior fail to resolve the grievance or complaint to the satisfaction of the member, or if the superior fails to discuss, acknowledge or otherwise deal with the complaint or grievance, the member may invoke the following procedure in an attempt to remedy the cause of his/her complaint or grievance. Notwithstanding the above option, the member shall have no right of procedure unless he/she has first attempted to resolve the difference by this preliminary procedure.
- 28-03 The member shall communicate his/her complaint or grievance, in writing, to the official representative of the Association, setting down all matters pertinent to the dispute.
- 28-04 The Chief of Police shall hear or receive the complaint and/or grievance and within five (5) working days communicate (orally or in writing) his decision relative to the grievance and/or complaint.

- 28-05 The Association shall, if dissatisfied with the ruling of the Chief of Police or his designee, or if the Chief of Police fails or refuses to deal with the complaint and/or grievance within the specified time, the Association may file with the Board the complaint and/or grievance within fifteen (15) days of the date the complaint or grievance was submitted to the Chief of Police or his designee.

- 28-06 The Board shall investigate the complaint and/or grievance, and/or cause an inquiry to be held between the persons involved in the dispute, and shall within fifteen (15) days of receipt of the complaint and/or grievance communicate (orally or in writing) the decision in the matter.

- 28-07 Where the Association is dissatisfied with the decision of the Board, there shall be the right to arbitrate according to the procedure as provided for in sub-section 28-08.

- 28-08 Where a difference arises between the parties relating to the interpretation, application or administration of the agreement or an allegation is made that the agreement or award has been violated, either of the parties may, notwithstanding any grievance or arbitration procedure established by the agreement, notify the other party in writing of its desire to submit the difference or allegation to an arbitrator and, if the recipient of the notice and the party desiring the arbitration do not within ten (10) days agree upon a single arbitrator, the appointment of a single arbitrator shall be made by the Solicitor General upon the request of either party, and the arbitrator shall commence to hear and determine the difference within thirty (30) days after his/her appointment and shall issue a decision within a reasonable time thereafter, and such decision is final and binding upon the parties.

- 28-09 Any time limits specified in this procedure may be enlarged or extended, by the consent of the parties then so engaged in the procedure.

SECTION 29 - LEGAL INDEMNIFICATION

- 29-01 Subject to the other provisions of this Article, a member charged with and finally acquitted of a criminal or statutory offence, because of acts done in an attempted performance in good faith of his/her duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges.

- 29-02 Notwithstanding clause 29-01, the Board may authorize payment of necessary and reasonable legal costs of a member pleading or being found guilty of an offence described in clause 29-01, where the court, instead of convicting the accused, grants him/her absolute discharge, provided that the Board accepts the recommendation of the Chief of Police, or an officer designated by him/her to make such a recommendation, that the member's actions as a police officer in the course of performing his/her duties were motivated by an intent to do his/her lawful duty, that such actions do not constitute any of the actions described in clause 29-01 hereof, and that such indemnification will not in the opinion of the Board reduce respect for law enforcement in the City of Windsor.

29-03 Notwithstanding clause 29-01, the Board may refuse payment otherwise authorized under clause 29-01 where the actions of the officer from which the charges arose amounted to a gross dereliction of duty or deliberate abuse of his/her powers as a police officer.

29-04 Where a member is a defendant in a civil action for damages because of acts done in an attempted performance in good faith of his/her duties as a police officer, he/she shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such an action in the following circumstances only:

- a) Where the Board is not joined in the action as a party pursuant to Section 50 (1) of the Police Services Act, and the Board does not defend the action on behalf of itself and of the member as joint tortfeasers at the Board's sole expense;
- b) Where the Board and/or Chief of Police is joined as a party or elects to defend the action, but the solicitor retained on behalf of the Board and/or Chief of Police and the member is of the view that it would be improper for him/her to act for both the Board and/or Chief of Police and the member in that action.

29-05 A member whose conduct is called into question in the course of an inquiry under the Coroners Act because of actions done in the attempted performance in good faith of his/her duties as a police officer, shall be indemnified for the necessary and reasonable legal **costs** incurred in representing his/her interest in any such inquest in the following Circumstances only:

- a) Where the Chief of Police and/or the Board does not provide counsel to represent the member at the inquest at the Board's expenses; or,
- b) Where the counsel provided by the Chief of Police or the Board to represent either or both of them along with the member is of the opinion that it would be improper for him/her to act for both the Chief of Police or the Board and the member in that action.

29-06 Where a member is the subject of a hearing before a board of inquiry established under Part VI of the Police Services Act, 1990, as a result of a decision by the Police Complaints Commission pursuant to Section 91 of the Act or Section 90 and the decision of the Board of Inquiry is that misconduct was not proved, the member shall be indemnified for any necessary and reasonable legal costs arising directly from the defence of the complaint being heard by the Board of Inquiry. This provision does not apply to a hearing pursuant to Section 92 of the Act.
(new 91)

- 29-07 Where a member intends to apply to the Board for indemnification hereunder, the member shall, within thirty (30) days of being charged or receiving notice of other legal proceedings covered herein, or receiving notice that he/she will not be represented by counsel retained by the Chief of Police and/or the Board, apply in writing to the Chief of Police or to the officer designated by the Chief of Police to deal with such applications for approval to retain counsel and approval of the counsel to be so retained. In the event of any dispute concerning the counsel to be retained, the matter shall be resolved by an officer designated by the Chief and a member of the Association Executive designated for that purpose. The term counsel herein shall be restricted to counsel whose practice is located in the County of Essex. **(renumbered 91)**
- 29-08 Where the Chief of Police, pursuant to Board policy, elects to provide legal counsel to defend a member in any legal proceeding covered by this provision, the cost of such counsel is the Board's responsibility irrespective of the outcome of the proceedings and neither the member nor the Board may rely upon the other provisions of this policy. This sub-section shall not be deemed to apply to criminal prosecutions. **(renumbered 91)**
- 29-09 For greater certainty, members shall not be indemnified for legal costs arising from:
- 1) grievances or complaints under the Collective Agreement between the Board and the Association or under the Police Services Act;
 - 2) the actions or omissions of members acting in their capacity as private citizens;
 - 3) discipline charges under the Police Services Act and regulations thereunder.
- (re-numbered 91)**
- 29-10 For the purpose of this provision, a member shall not be deemed to be "finally acquitted" if as a result of charges laid, he/she is subsequently found guilty of, or pleads guilty to, other charges arising out of the same incident or incidents, but nothing in this clause will disentitle the member to consideration under clause 29-02 hereof. **(renumbered 91)**
- 29-11 For the purposes of this provision, "necessary and reasonable legal costs" shall be based on the account rendered by the solicitor performing the work, subject initially to the approval of the Board and, in the case of dispute between the solicitor doing the work and the Board, assessment on a solicitor and client basis by the Assessment Officer. **(renumbered 91)**
- 29-12 In the cases of aggravated assault, assault causing bodily harm, or the included offence of ordinary assault, the indemnification referred to in clause 29-01 shall be limited to only those fees that would have reasonably been incurred if the matter was tried in Provincial Judges' Court unless the officer first obtains permission to elect to be tried by any other court. To obtain said permission, the officer shall make an application, in writing, to the President of the Windsor Police Association. The decision to give said permission shall be made by the President of the Windsor Police Association and the Chair of the Windsor Police Services Board. **(re-numbered 91)**

29-13 In the event that a dispute arises with regards to the interpretation or application of Section 29, the matter may be referred to an arbitrator as hereinafter named. Notice, in writing, shall be given to the other party and the arbitrator within ten (10) calendar days of the decision of matter complained of. The arbitrator's decision shall be final and binding on the parties. The arbitrator shall be selected on a rotational basis, subject to availability from the panel of arbitrators:

To be named by agreement of the parties (**new 86**) (**re-numbered 91**)

SECTION 30 - WORKERS' COMPENSATION

30-01 If a member is absent from work as the result of a compensable injury for which the employee is granted an award by the Workers' Compensation Board for a period of temporary total disability, the Board shall pay the difference between the amount paid pursuant to the Workers' Compensation Act and his/her normal net average salary or wages. When either amount paid under this provision is exempt from income tax, the total amount paid to the member for the pay period shall not be more than his/her normal salary or wages less the amount of income tax. The intent of the Parties being that a member on Workers' Compensation will be no better or worse off than an officer who is working. It is therefore agreed that no income tax, Unemployment Insurance, or Canada Pension Plan payments shall be forwarded to Revenue Canada upon the member's behalf for the subject period for the amount attributable to Workers' Compensation **only**.

Letter of Understanding between parties will be signed same as in Unit "A" Collective Agreement. (**new 94**)

SECTION 31 - APPENDICES (renumbered 94)

- 31-01 The following By-Laws and Agreements to which this Agreement refers are attached to this Agreement as appendices.
- 31-02 City of Windsor, By-Law 980 and amendments thereto, dealing with **Sick** Leave.
- 31-03 City of Windsor, By-Law 6342 and amendments thereto, dealing with Medical Services and Hospital Care.
- 31-04 City of Windsor, By-Law 156.
- 31-05 City of Windsor, By-Law 2577.
- 31-06 Police Commission By-Law 107,
all dealing with insurance and pension plans.
- 31-07 Sick Leave Gratuity
- 31-08 Sick Leave - Temporary Employees

- 31-09 Green Shield Audio Plan
- 31-10 Green Shield Deluxe Travel Plan QJ
- 31-11 Nursing Home Care Plan N4
- 31-12 Civilian Promotional System
- 31-13 Letters of Intent
 - Video Display Terminals
 - Civilian Benefits
 - Part Time Employees
 - Medical Expenses Not Covered by Green Shield
 - Workers Compensation
 - Cadet Pensions
 - Legal Indemnification re: S.I.U. Investigations
 - O.M.E.R.S. Type III Surplus
 - Temporary Employees

SECTION 32 - TERMS OF AGREEMENT

32-01 This Agreement will remain in force and effect for a period of three (3) years from January 1st, 1996 to and including the 31st of December 1998, and thereafter until replaced by a new agreement, decision or award (re-numbered 97)-

32-02 This Agreement will ensure to the benefit of and be binding upon not only the parties hereto but also their respective successors and assigns.

DATED AT WINDSOR, this 10th day of FEBRUARY 1998.

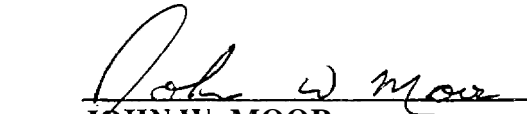
WINDSOR POLICE SERVICES BOARD WINDSOR POLICE ASSOCIATION



WILLIAM CHAPMAN
CHAIR



MICHAEL MADDEN
PRESIDENT



JOHN W. MOOR
ADMINISTRATOR

SCHEDULE "A"

1996-1997-1998 SALARY SCHEDULE
(APPENDIX I)

EFFECTIVE JANUARY 1, 1996

| GRADE | START | | 12 MONTHS | | 24 MONTHS | |
|-------|--------------|-------------|--------------|-------------|--------------|-------------|
| | ANNUAL | BI-WEEKLY | ANNUAL | BI-WEEKLY | ANNUAL | BI-WEEKLY |
| 1 | \$ 25,500.66 | \$ 980.79 | \$ 26,190.87 | \$ 1,007.34 | \$ 26,879.85 | \$ 1,033.84 |
| 2 | \$ 26,879.85 | \$ 1,033.84 | \$ 27,568.81 | \$ 1,060.34 | \$ 28,259.05 | \$ 1,086.89 |
| 3 | \$ 30,325.95 | \$ 1,166.38 | \$ 31,014.92 | \$ 1,192.88 | \$ 31,705.14 | \$ 1,219.43 |
| 4 | \$ 31,014.92 | \$ 1,192.88 | \$ 31,705.14 | \$ 1,219.43 | \$ 32,394.11 | \$ 1,245.93 |
| 5 | \$ 32,394.11 | \$ 1,245.93 | \$ 33,083.08 | \$ 1,272.43 | \$ 33,772.05 | \$ 1,298.93 |
| 6 | \$ 34,116.54 | \$ 1,312.17 | \$ 34,806.77 | \$ 1,338.72 | \$ 35,495.73 | \$ 1,365.22 |
| 7 | \$ 34,461.01 | \$ 1,325.42 | \$ 35,149.98 | \$ 1,351.92 | \$ 35,840.22 | \$ 1,378.47 |
| 8 | \$ 35,839.59 | \$ 1,378.45 | \$ 36,528.55 | \$ 1,404.94 | \$ 37,218.78 | \$ 1,431.49 |
| 9 | \$ 37,218.15 | \$ 1,431.47 | \$ 37,819.36 | \$ 1,454.59 | \$ 38,420.54 | \$ 1,477.71 |
| 10 | \$ 38,420.54 | \$ 1,477.71 | \$ 39,021.42 | \$ 1,500.82 | \$ 39,622.30 | \$ 1,523.93 |
| 11 | \$ 39,622.30 | \$ 1,523.93 | \$ 40,223.17 | \$ 1,547.05 | \$ 40,824.06 | \$ 1,570.16 |
| 12 | \$ 42,109.61 | \$ 1,619.60 | \$ 44,392.95 | \$ 1,707.42 | \$ 46,676.29 | \$ 1,795.24 |
| 13 | \$ 44,527.64 | \$ 1,712.60 | \$ 46,810.98 | \$ 1,800.42 | \$ 49,094.32 | \$ 1,888.24 |
| 14 | \$ 47,378.30 | \$ 1,822.24 | \$ 49,661.64 | \$ 1,910.06 | \$ 51,944.98 | \$ 1,997.88 |
| 15 | \$ 50,276.35 | \$ 1,933.71 | \$ 52,561.11 | \$ 2,021.58 | \$ 54,845.91 | \$ 2,109.46 |
| 16 | \$ 56,366.42 | \$ 2,167.94 | \$ 58,817.22 | \$ 2,262.20 | \$ 62,229.01 | \$ 2,393.42 |

NOTE: Upon promotion, the employee would go to the next **highest** level within the grade promoted.

EFFECTIVE APRIL 1, 1996

| GRADE | START | | 12 MONTHS | | 24 MONTHS | |
|-------|--------------|-------------|--------------|-------------|--------------|-------------|
| | ANNUAL | BI-WEEKLY | ANNUAL | BI-WEEKLY | ANNUAL | BI-WEEKLY |
| 1 | \$ 26,145.83 | \$ 1,005.61 | \$ 26,853.50 | \$ 1,032.83 | \$ 27,559.91 | \$ 1,060.00 |
| 2 | \$ 27,559.91 | \$ 1,060.00 | \$ 28,266.30 | \$ 1,087.17 | \$ 28,974.00 | \$ 1,114.38 |
| 3 | \$ 31,093.20 | \$ 1,195.89 | \$ 31,799.60 | \$ 1,223.06 | \$ 32,507.28 | \$ 1,250.28 |
| 4 | \$ 31,799.60 | \$ 1,223.06 | \$ 32,507.28 | \$ 1,250.28 | \$ 33,213.68 | \$ 1,277.45 |
| 5 | \$ 33,213.68 | \$ 1,277.45 | \$ 33,920.08 | \$ 1,304.62 | \$ 34,626.48 | \$ 1,331.79 |
| 6 | \$ 34,979.69 | \$ 1,345.37 | \$ 35,687.38 | \$ 1,372.59 | \$ 36,393.77 | \$ 1,399.76 |
| 7 | \$ 35,332.87 | \$ 1,358.96 | \$ 36,039.27 | \$ 1,386.13 | \$ 36,746.98 | \$ 1,413.35 |
| 8 | \$ 36,746.33 | \$ 1,413.32 | \$ 37,452.72 | \$ 1,440.49 | \$ 38,160.42 | \$ 1,467.71 |
| 9 | \$ 38,159.77 | \$ 1,467.68 | \$ 38,776.19 | \$ 1,491.39 | \$ 39,392.58 | \$ 1,515.10 |
| 10 | \$ 39,392.58 | \$ 1,515.10 | \$ 40,008.66 | \$ 1,538.79 | \$ 40,624.74 | \$ 1,562.49 |
| 11 | \$ 40,624.74 | \$ 1,562.49 | \$ 41,240.82 | \$ 1,586.19 | \$ 41,856.91 | \$ 1,609.88 |
| 12 | \$ 43,174.98 | \$ 1,660.58 | \$ 45,516.09 | \$ 1,750.62 | \$ 47,857.20 | \$ 1,840.66 |
| 13 | \$ 45,654.19 | \$ 1,755.93 | \$ 47,995.30 | \$ 1,845.97 | \$ 50,336.41 | \$ 1,936.02 |
| | | | | \$ 1,958.39 | \$ 53,259.19 | |
| 14 | \$ 48,576.97 | \$ 1,868.35 | \$ 50,918.08 | \$ 1,958.39 | \$ 53,259.19 | \$ 2,048.43 |
| | | | | \$ 1,958.39 | \$ 53,259.19 | |
| 15 | \$ 51,548.34 | \$ 1,982.63 | \$ 53,890.91 | \$ 2,072.73 | \$ 56,233.51 | \$ 2,162.83 |
| 16 | \$ 57,792.49 | \$ 2,222.79 | \$ 60,305.30 | \$ 2,319.43 | \$ 63,803.40 | \$ 2,453.98 |

EFFECTIVE JANUARY 1, 1997

| GRADE | START | | 12 MONTHS | | 24 MONTHS | |
|-------|--------------|-------------|--------------|-------------|--------------|-------------|
| | ANNUAL | BI-WEEKLY | ANNUAL | BI-WEEKLY | ANNUAL | BI-WEEKLY |
| 1 | \$ 26,407.28 | \$ 1,015.66 | \$ 27,122.03 | \$ 1,043.16 | \$ 27,835.51 | \$ 1,070.60 |
| 2 | \$ 27,835.51 | \$ 1,070.60 | \$ 28,548.96 | \$ 1,098.04 | \$ 29,263.74 | \$ 1,125.53 |
| 3 | \$ 31,404.13 | \$ 1,207.85 | \$ 32,117.59 | \$ 1,235.29 | \$ 32,832.35 | \$ 1,262.78 |
| 4 | \$ 32,117.59 | \$ 1,235.29 | \$ 32,832.35 | \$ 1,262.78 | \$ 33,545.82 | \$ 1,290.22 |
| 5 | \$ 33,545.82 | \$ 1,290.22 | \$ 34,259.28 | \$ 1,317.66 | \$ 34,972.75 | \$ 1,345.11 |
| 6 | \$ 35,329.49 | \$ 1,358.83 | \$ 36,044.26 | \$ 1,386.32 | \$ 36,757.71 | \$ 1,413.76 |
| 7 | \$ 35,686.20 | \$ 1,372.55 | \$ 36,399.67 | \$ 1,399.99 | \$ 37,114.45 | \$ 1,427.48 |
| 8 | | | | | | |
| 9 | \$ 38,541.37 | \$ 1,482.36 | \$ 39,163.95 | \$ 1,506.31 | \$ 39,786.51 | \$ 1,530.25 |
| 10 | \$ 39,786.51 | \$ 1,530.25 | \$ 40,408.75 | \$ 1,554.18 | \$ 41,030.99 | \$ 1,578.12 |
| 11 | \$ 41,030.99 | \$ 1,578.12 | \$ 41,653.22 | \$ 1,602.05 | \$ 42,275.48 | \$ 1,625.98 |
| 12 | \$ 43,606.73 | \$ 1,677.18 | \$ 45,971.25 | \$ 1,768.13 | \$ 48,335.77 | \$ 1,859.07 |
| 13 | \$ 46,110.73 | \$ 1,773.49 | \$ 48,475.25 | \$ 1,864.43 | \$ 50,839.77 | \$ 1,955.38 |
| 14 | \$ 49,062.74 | \$ 1,887.03 | \$ 51,427.26 | \$ 1,977.97 | \$ 53,791.78 | \$ 2,068.91 |
| 15 | \$ 52,063.83 | \$ 2,002.45 | \$ 54,429.82 | \$ 2,093.45 | \$ 56,795.85 | \$ 2,184.46 |
| 16 | \$ 58,370.42 | \$ 2,245.02 | \$ 60,908.35 | \$ 2,342.63 | \$ 64,441.44 | \$ 2,478.52 |
| 17 | \$ 62,512.63 | \$ 2,404.33 | \$ 65,050.56 | \$ 2,501.94 | \$ 68,583.65 | \$ 2,633.83 |

EFFECTIVE JULY 1, 1997

| GRADE | START | | 12 MONTHS | | 24 MONTHS | |
|-------|--------------|-------------|--------------|-------------|--------------|-------------|
| | ANNUAL | BI-WEEKLY | ANNUAL | BI-WEEKLY | ANNUAL | BI-WEEKLY |
| 1 | \$ 26,539.32 | \$ 1,020.74 | \$ 27,257.64 | \$ 1,048.37 | \$ 27,974.69 | \$ 1,075.95 |
| 2 | \$ 27,974.69 | \$ 1,075.95 | \$ 28,691.71 | \$ 1,103.53 | \$ 29,410.06 | \$ 1,131.16 |
| 3 | \$ 31,561.15 | \$ 1,213.89 | \$ 32,278.18 | \$ 1,241.47 | \$ 32,996.51 | \$ 1,269.10 |
| 4 | \$ 32,278.18 | \$ 1,241.47 | \$ 32,996.51 | \$ 1,269.10 | \$ 33,713.55 | \$ 1,296.67 |
| 5 | \$ 33,713.55 | \$ 1,296.67 | \$ 34,430.58 | \$ 1,324.25 | \$ 35,147.61 | \$ 1,351.83 |
| 6 | \$ 35,506.13 | \$ 1,365.62 | \$ 36,224.48 | \$ 1,393.25 | \$ 36,941.50 | \$ 1,420.83 |
| 7 | \$ 35,864.63 | \$ 1,379.41 | \$ 36,581.67 | \$ 1,406.99 | \$ 37,300.02 | \$ 1,434.62 |
| 8 | \$ 37,299.36 | \$ 1,434.59 | \$ 38,016.39 | \$ 1,462.17 | \$ 38,734.73 | \$ 1,489.80 |
| 9 | \$ 38,734.07 | \$ 1,489.77 | \$ 39,359.77 | \$ 1,513.84 | \$ 39,985.44 | \$ 1,537.90 |
| 10 | \$ 39,985.44 | \$ 1,537.90 | \$ 40,610.79 | \$ 1,561.95 | \$ 41,236.15 | \$ 1,586.01 |
| 11 | \$ 41,236.15 | \$ 1,586.01 | \$ 41,861.49 | \$ 1,610.06 | \$ 42,486.86 | \$ 1,634.11 |
| 12 | \$ 43,824.77 | \$ 1,685.57 | \$ 46,201.11 | \$ 1,776.97 | \$ 48,577.45 | \$ 1,868.36 |
| 13 | \$ 46,341.28 | \$ 1,782.36 | \$ 48,717.63 | \$ 1,873.75 | \$ 51,093.97 | \$ 1,965.15 |
| 14 | \$ 49,308.05 | \$ 1,896.46 | \$ 51,684.40 | \$ 1,987.86 | \$ 54,060.74 | \$ 2,097.26 |
| 15 | \$ 52,324.14 | \$ 2,012.47 | \$ 54,701.96 | \$ 2,103.92 | \$ 57,079.83 | \$ 2,195.38 |
| 16 | \$ 58,662.27 | \$ 2,256.24 | \$ 61,212.89 | \$ 2,354.34 | \$ 64,763.65 | \$ 2,490.91 |
| 17 | \$ 62,825.19 | \$ 2,416.35 | \$ 65,375.81 | \$ 2,514.45 | \$ 68,926.57 | \$ 2,651.02 |

EFFECTIVE JANUARY 1, 1998

| GRADE | START | | 12 MONTHS | | 24 MONTHS | |
|-------|--------------|-------------|--------------|-------------|--------------|-------------|
| | ANNUAL | BI-WEEKLY | ANNUAL | BI-WEEKLY | ANNUAL | BI-WEEKLY |
| 1 | \$ 27,078.07 | \$ 1,041.46 | \$ 27,810.97 | \$ 1,069.65 | \$ 28,542.57 | \$ 1,097.79 |
| 2 | \$ 28,542.57 | \$ 1,097.79 | \$ 29,274.15 | \$ 1,125.93 | \$ 30,007.09 | \$ 1,154.12 |
| 3 | \$ 32,201.84 | \$ 1,238.53 | \$ 32,933.43 | \$ 1,266.67 | \$ 33,666.34 | \$ 1,294.86 |
| 4 | \$ 32,933.43 | \$ 1,266.67 | \$ 33,666.34 | \$ 1,294.86 | \$ 34,397.93 | \$ 1,323.00 |
| 5 | \$ 34,397.93 | \$ 1,323.00 | \$ 35,129.52 | \$ 1,351.14 | \$ 35,861.11 | \$ 1,379.27 |
| 6 | \$ 36,226.91 | \$ 1,393.34 | \$ 36,959.83 | \$ 1,421.53 | \$ 37,691.41 | \$ 1,449.67 |
| 7 | \$ 36,592.69 | \$ 1,407.41 | \$ 37,324.27 | \$ 1,435.55 | \$ 38,057.21 | \$ 1,463.74 |
| 8 | \$ 38,056.54 | \$ 1,463.71 | \$ 38,788.12 | \$ 1,491.85 | \$ 39,521.04 | \$ 1,520.04 |
| 9 | \$ 39,520.38 | \$ 1,520.01 | \$ 40,158.77 | \$ 1,544.57 | \$ 40,797.14 | \$ 1,569.12 |
| 10 | \$ 40,797.14 | \$ 1,569.12 | \$ 41,435.19 | \$ 1,593.66 | \$ 42,073.24 | \$ 1,618.20 |
| 11 | \$ 42,073.24 | \$ 1,618.20 | \$ 42,711.28 | \$ 1,642.74 | \$ 43,349.34 | \$ 1,667.28 |
| 12 | \$ 44,714.41 | \$ 1,719.78 | \$ 47,138.99 | \$ 1,813.04 | \$ 49,563.57 | \$ 1,906.29 |
| 13 | \$ 47,282.01 | \$ 1,818.54 | \$ 49,706.59 | \$ 1,911.79 | \$ 52,131.18 | \$ 2,005.05 |
| 14 | \$ 50,309.01 | \$ 1,934.96 | \$ 52,733.59 | \$ 2,028.21 | \$ 55,158.17 | \$ 2,121.47 |
| 15 | \$ 53,386.32 | \$ 2,053.32 | \$ 55,812.41 | \$ 2,146.63 | \$ 58,238.55 | \$ 2,239.94 |
| 16 | \$ 59,853.11 | \$ 2,302.04 | \$ 62,455.51 | \$ 2,402.14 | \$ 66,078.35 | \$ 2,541.47 |
| 17 | \$ 64,100.54 | \$ 2,465.41 | \$ 66,702.94 | \$ 2,565.50 | \$ 70,325.78 | \$ 2,704.84 |

CADETS

| GRADE | EFFECTIVE JAN. 1, 96 | | EFFECTIVE APR. 1, 96 | | EFFECTIVE JAN. 1, 97 | |
|----------|----------------------|-------------|----------------------|-------------|----------------------|-------------|
| | ANNUAL | BI-WEEKLY | ANNUAL | BI-WEEKLY | ANNUAL | BI-WEEKLY |
| X and XI | \$ 26,137.25 | \$ 1,005.28 | \$ 26,798.52 | \$ 1,030.71 | \$ 27,066.51 | \$ 1,041.02 |
| XII | \$ 28,752.48 | \$ 1,105.86 | \$ 29,479.92 | \$ 1,133.84 | \$ 29,774.72 | \$ 1,145.18 |
| XIII | \$ 30,317.66 | \$ 1,166.06 | \$ 31,084.70 | \$ 1,195.57 | \$ 31,395.55 | \$ 1,207.52 |

| GRADE | EFFECTIVE JULY 1, 97 | | EFFECTIVE JAN. 1, 98 | |
|-------|----------------------|-------------|----------------------|-------------|
| | ANNUAL | BI-WEEKLY | ANNUAL | BI-WEEKLY |
| XIII | \$ 27,201.84 | \$ 1,046.22 | \$ 27,754.04 | \$ 1,067.46 |
| | \$ 29,923.59 | \$ 1,150.91 | \$ 30,531.04 | \$ 1,174.27 |
| | \$ 31,552.53 | \$ 1,213.56 | \$ 32,193.05 | \$ 1,238.19 |

SCHEDULE 'A'
(APPENDIX II)

POSITIONS WITHIN THE CIVILIAN SALARY GRADES

| | |
|-----------------------|--|
| <u>GRADE 1</u> | File Clerk - Central Records |
| <u>GRADE 2</u> | Court Information Clerk - Central Records Insurance Requests Clerk - Central Records Receptionist - Central Records |
| <u>GRADE 3</u> | |
| <u>GRADE 4</u> | Adult Records Clerk M. V. A. Records Clerk Secretary - East End Community Patrol |
| <u>GRADE 5</u> | Committal Warrant Clerk Traffic Court Clerk Court Services Clerk Information Services Replacement Clerk Investigation Division Receptionist Investigation Division Clerk Support Services Clerk Criminal Court File Clerk/Receptionist Court Services Replacement Clerk Traffic Branch Secretary PSB Secretary Alarm Coordinator Young Offender Clerk |
| <u>GRADE 6</u> | Administration Replacement Clerk Administrative Assistant Data Entry Clerk Patrol Secretary Intelligence Monitors |
| <u>GRADE 7</u> | Case Management Coordinator Statistics Clerk Criminal Records and Clearance Clerk Personnel Clerk Data Entry Trainer Benefits Clerk Administration Secretary Accounting Clerk Investigation Division/Superintendent Secretary Intelligence Clerk |

| | |
|------------------------|--|
| <u>GRADE 8</u> | Summons and Subpoena Clerk/Bylaws Coordinator |
| <u>GRADE 9</u> | Firearms Officer C.P.I.C. Operator Records Manager Special Constable - Courts Stores Manager |
| <u>GRADE 10</u> | Chief/Board Secretary Research Assistant Cell Control Officer Photo Lab Technician Property Room Clerk |
| <u>GRADE 11</u> | Central Records Supervisor/C.P.I.C Intelligence Analyst Identification Technician Communicators Special Constable - Supervisors |
| <u>GRADE 12</u> | Data Entry C.P.I.C. Supervisor Producer - Video Unit Communications Supervisor |
| <u>GRADE 13</u> | Information and Privacy Coordinator Programmer Analyst |
| <u>GRADE 14</u> | Director - Emergency 911 Centre |
| <u>GRADE 15</u> | Director - Victim Services |
| <u>GRADE 16</u> | Director - Human Resources Director - Information Services Director - Financial Services Director - Computer Services Director - Planning and Research |

APPENDIX 1

A BY-LAW TO ESTABLISH A PLAN OF SICK LEAVE CREDIT GRATUITIES FOR EMPLOYEES OF THE CORPORATION

Passed the 1st day of April, 1952

WHEREAS it is deemed expedient to establish a plan of sick leave credit gratuities for the employees for the Corporation of the City of Windsor:

THEREFORE the Municipal Council of the Corporation of the City of Windsor enacts as follows:

1. In this By-Law,
 - (a) **“Employee”** means any salaried officer, clerk, workman, servant or other person in the employ of the Corporation of the City of Windsor, and unless otherwise provided herein, shall include a temporary employee who has been employed continuously on a full-time basis for not less than *six (6)* months. If such temporary employee has submitted a medical examination report satisfactory to the corporation. (added B/L 2294)
 - (b) **“Month”** shall mean a calendar month.
 - (c) **“Regular attendance”** means for any month the attendance of an employee at his duties on the days during the hours for which his attendance is required during that month, according to the terms of his employment, subject to the proviso that no credit shall be given to an employee in any month who, in that month, was absent from duty without leave, or who is absent for more than six (6) days for any reason other than vacation leave of absence or attendance, with the permission of Council, at any meeting or convention of any organization or association with which any Union which has a collective agreement with the Corporation is affiliated. (amended - B/L 1913)
 - (d) **“Sick leave certificate”** means a certificate, Form “A” attached to and forming part of this By-Law, verifying a claim for sick leave.
 - (e) **“Sick leave absence”** means absence from regular attendance by sickness or physical incapacity.
 - (f) **“Sick leave credit”** means an allowance as provided by this By-Law for sick leave absence with pay.

- (g) “**Council**” means the Council of the Corporation of the City of Windsor.
2. (a) **A** plan of sick leave credit gratuities is hereby established for every employee and, subject to the control of Council, the conduct as management of the plan shall be vested in the Treasurer, or such other employee of the Corporation as the Council by resolution may designate, from time to time.
- (b) The Treasurer shall perform all things necessary or incidental to the due carrying on of the sick leave credit gratuities plan, including the power to allow or disallow any sick leave credit or sick leave absence for any employee provided, however, that the disallowance by the Treasurer of any sick leave credit or sick leave absence shall be subject to appeal as hereinafter set forth.
- (c) The Treasurer shall provide and keep a register in which all sick leave credits shall be recorded so that the register will show the next sick leave credits of every employee which remains after all his sick leave absences have been deducted from his accumulated sick leave credit.
3. (a) Each employee shall be entitled, for every month of regular attendance, to a sick leave credit at the rate of not more the 1 ½ days per month, and the sick leave credit of an employee shall be cumulative.
- (b) Where an employee has been employed for more than three years he may, subject to approval of the City Manager, be allowed sick leave absence for not more than thirty (30) days at a time in excess of this accumulated sick leave credit, as recorded in the register provided that, such excess allowance shall be chargeable to and debited in the register against future sick leave credits to which the employee may become entitled. The decision of the City Manager disallowing an application for extension of sick leave absence as foresaid, may be appealed to the Council. This paragraph shall apply not to a temporary employee. (amended - B/L 4053)
- (c) Where an employee *is* absent **due** to an accident and is in receipt of Workers’ Compensation and the municipality makes up twenty-five percent (25%) difference between such compensation allowance and his total salary or wage, his sick leave credit shall not be debited with one-quarter for each such day’s absence. (amended B/L 1913)
- (d) Where an employee is absent due to attendance at a military hospital for observation, examination or treatment in connection with a disability sustained by such employee as a result of military service and the Municipality makes up the difference between the employee’s normal salary or wages for such period of absence and any allowance or gratuity, other than for transportation and meals, received by the employee from the Department of Veterans Affairs while attending at such hospital his sick leave credit, if any, shall be debited with the period of time determined by the ratio that the Municipality’s supplemental payments bears to the employee normal salary or wages for the period of absence. This paragraph shall not apply to a temporary employee. (B/L’s 1165 & **2294**)

- (e) If an employee is absent from work for any period of time during which he is entitled to receive sick leave payments or is awarded compensation under the Workman's Compensation Act, his normal accumulation of sick leave shall not be interrupted by reason of such absence. (added - B/L 4053)
- 4. (a) **An** employee shall report his illness to his immediate supervisor during the first day of which such employee is absent from work, and within two hours of the time at which he would normally commence his duties.
- (b) Upon the return to work of an employee or during his absence if requested, the sick leave certificate, as set out in Form "A" which forms part of this By-Law must be filed with the Treasurer, and where the absence has been in excess of three (3) days at one time the physician's portion of the certificate must also be completed as soon as practicable.
- (c) The sick leave certificate, supported by a physician's certificate or other satisfactory evidence of illness, shall be required if requested by the City Treasurer. (By-Law 2030)
- 5. (a) Whenever the Treasurer disallows any application for sick leave credit, or sick leave absence for any employee, or does not make an entry in regards to such employee's sick leave credit, in accordance with the terms of this By-Law, such employee may appeal against the decision or action of the Treasurer by filing with the City Manager a written notice of appeal within seven (7) days of the date of mailing or delivery to him of notice of the decision or action of the Treasurer. (B/L 3501)
- (b) The **City** Manager shall be and is hereby empowered to hear such appeal and the City Manager, upon notice to all interested parties, may fix the time and place of the hearing of such appeal and may adopt such rules of procedure and practice as he in his sole discretion may determine. (B/L 3501)
- (c) All notices of hearing of any such appeal shall be mailed or delivered to all parties concerned, not less than three (3) days prior to the date set by the City Manager for hearing any such appeal.
- (d) The decision of the City Manager in respect to any such appeal shall be reported to the Treasurer, and the Treasurer shall record the decision of the City Manager in the register, and act upon it. (By-Law 2030) (amended by By-Law 2007)
- 6. The Treasurer shall report monthly to the City Manager of the said Corporation all sick leave absences. (By-Law 2030)
- 7. (a) Where an employee has heretofore accumulated sick leave credits under any plan established by the Corporation, the employee shall be entitled to credits equal in number to the sick leave credits so accumulated, in addition to any credits to which he may become entitled under the provision of this By-Law. (amended B/L 4053)

- (b) Upon the application of an employee who immediately prior to his employment by the Corporation was employed by another municipality or local board which has established a sick leave plan under the Municipal Act of any other general or special Act, the total sick leave credits standing to the credit of such employee in the plan of such municipality or local board shall be placed to the credit of such employees in the plan of the Corporation, provided that such total credits shall not exceed the amount of the credits which could have been earned by such employee under the plan of the Corporation for the same term of employment. (B/L 4578)
- 8 Subject to Section 9 hereof, when an employee, having more than five (5) years service, ceased to be employed by the Municipality or when an employee having less than five (5) years service dies, there shall be paid to him or his personal representatives as the case may be, or failing a personal representative, to such other person as the Council may determine, an amount computed on the basis of his pay at the date of his cessation of employment with the Municipality, for a period equal to fifty percent (50%) of the value of his credits or fraction thereof, but the amount shall not exceed six (6) months pay, and any such employee shall be entitled to be paid such amount in a lump sum, or in regular, consecutive monthly payments of not less than fifty dollars (\$50.00), and the balance remaining at any given time after all previous payments have been deducted shall be paid to the employee upon his request. This section shall not apply to a temporary employee. Interest at a rate of one percent below the average prime lending rate charged by the chartered banks in the preceding calendar year shall be paid upon the monthly balance of sick leave credits left on deposit thereof to be made within thirty (30) days after the final withdrawal of such credits. (amended by B/L's 1437, 2294, 4053, and 4959)
9. **Any** employee discharged by Council for cause shall lose or forfeit all benefits under this By-Law.
10. By-Law Number 960, passed the fifth day of February 1952, is hereby repealed
11. This By-Law shall come into force on the 1st day of January 1952.

(SEAL)

(Signed) J.F. Martin

Presiding Officer

(Signed) C.V. Waters

City Clerk

First reading April 1, 1952
Second reading **April 1**, 1952
Third reading April 1, 1952

“APPROVED

(Signed) G.H. Dunbar

Minister of Municipal Affairs
April 8, 1952”

As amended by,

By-Law 1074 - July 7, 1953
By-Law 1165 - April 21, 1954
By-Law 1437 - March 2, 1956
By-Law 1913 - November 17, 1958
By-Law 2007 - June 15, 1959
By-Law 2030 - September 4, 1959
By-Law 2294 - July 10, 1961
By-Law 3501 - September 3, 1968
By-Law 4053 - March 8, 1971
By-Law 4578 - May 22, 1973
By-Law 4959 - October 21, 1974
By-Law 6333 - September 4, 1979

APPENDIX 2

A BY-LAW RESPECTING MEDICAL, HOSPITAL AND DRUG PRESCRIPTION SERVICES FOR EMPLOYEES AND THEIR FAMILIES

Passed the 23rd day of March, 1970.

WHEREAS the Corporation has heretofore established plans for medical and hospital care for the provision of drug prescription service, for employees and their families as set out in By-Law Number 661 as amended from time to time:

AND WHEREAS certain further amendments have become necessary by virtue of the establishment of the Ontario Health Services Insurance Plan by the Province of Ontario and it is deemed expedient to consolidate and re-enact the said By-Law Number 661:

THEREFORE the Council of the Corporation of the City of Windsor enacts as follows:

1. In this By-Law,
 - (1) **“Employee”** shall include and employee of,
 - (a) The Corporation of the City of Windsor, and
 - (b) The Board of Commissioners of Police of the City of Windsor.
 - (2) **“Corporation”** shall mean The Corporation of the City of Windsor.
2. Upon completion of the probationary period prescribed by the collective or other employment agreement applicable thereto, every employee shall forthwith become a subscriber to the services provided by the Commission and Plans hereinafter listed, and shall remain a subscriber thereto in accordance with the provisions of this By-Law as a condition of continued employment. The said Commission and Plans are as follows:
 - (a) The Ontario Hospital Services Commission and the Ontario Hospital Association Supplement Blue Cross Plan for Hospital Care;
 - (b) The Ontario Health Services Insurance Plan;
 - (c) The Green Shield Prescription Plan

3. Every employee shall subscribe to the said services on behalf of his spouse and dependent children entitled to participate therein respectively, and every employee shall submit such application forms and other documents and shall provide such information from time to time as may be required to comply with the rules and regulations applicable to participants in the said services; provided that an employee or the spouse or children of an employee may be exempted from the requirements of this By-Law with respect to all or any of the said services if satisfactory evidence is submitted to the City Treasurer to prove that such persons already participate in the service or services from which exemption is sought, through a plan established by the employer of the spouse of the employee to which this By-Law applies.
4.
 - (a) Except as hereinafter provided, the Corporation shall pay two-thirds of the cost of the service provided under the Green Shield Prescription Plan and three-quarters of the cost of the remainder of services aforesaid, each employee being responsible for the balance of the cost of all services; provided that before the expiration of the probationary period mentioned in Section 2 hereof each employee shall, if required, deliver to the City Treasurer written authority to deduct the amount of such employee's contribution from his salary or wages, and the City Treasurer shall be responsible for remitting the required payments to the Treasurers of the Commission and the Plans mentions in Section 2 hereof.
 - (b) Notwithstanding the foregoing, the Corporation shall pay the whole or such part of the cost of such services as may be required from time to time by the terms of any collective agreement binding upon the Corporation or upon the Board of Commissioners of the City of Windsor.
 - (c) If, according to the regulations governing any of the said services an employee is required to become a subscriber during his probationary period, or if any employee wishes to become a subscriber during such period, the full cost of any such service shall be paid by the employee until the completion of the probationary period.
5. Upon the retirement of any employee from service, either by reaching normal retirement age or by reason of being unable to discharge his duties efficiently because of illness or other incapacity, the Corporation shall continue to subscribe to the said services on behalf of such employee, his spouse, and dependent children, during the lifetime of such employee and the Corporation shall pay the full cost of such subscriptions.
6. Notwithstanding anything herein contained, the application of this By-Law to employees under the jurisdiction of The Board of Commissioners of Police of the City of Windsor shall be subject to the approval of the said Board.
7. Wherever the masculine or singular has been used throughout this By-Law, it shall be deemed to include the feminine or plural where the context so requires or permits.

8. By-Law Number 661 is hereby repealed.
9. This By-Law shall come into force and take effect immediately upon the final passing thereof.

(signed) F. WANSBROUGH

MAYOR

(signed) J.B. ADAMAC

CLERK

First reading - March 23, 1970
Second reading - March 23, 1970
Third reading - March 23, 1970

APPENDIX 3

BY-LAW NUMBER 156

A BY-LAW TO GRANT AID FOR THE ESTABLISHMENT AND MAINTENANCE OF A SUPERANNUATION AND BENEFIT FUND FOR EMPLOYEES OF THE CORPORATION

Passed the 5th day of July, 1938.

WHEREAS under the provisions of sub-section 11 of Section 313 of the Municipal Act the Council may pass a By-Law for granting aid for the establishment and maintenance of a superannuation and benefit fund for the employees of the Police Force and Fire Brigade and for other officers and employees of the Corporation and of their wives and families:

AND WHEREAS it is deemed expedient to grant aid for the establishment and maintenance of such a fund for employees of the Corporation:

THEREFORE the Municipal Council of the Corporation of the City of Windsor enacts as follows:

1. That the Corporation grant in the year 1938 the sum of \$5,000.00 together with the sum of \$25,000.00 granted for the same purpose under By-Law 134, for the establishment of a superannuation and benefit fund for the employees of the Corporation, and in succeeding years such annual sums as may be necessary for the continuation of the said fund.
2. That E.S. Wigle, Mayor, A.E. Cook, City Treasurer, C.V. Waters, City Clerk, R.J. Desmarais, City Engineer and L.Z. McPherson, City Solicitor, and their successors in office from time to time, together with a representative of the Council, to be appointed annually by resolution, shall be and they are hereby constituted a Committee to be known as "City of Windsor Pensions Committee" to receive the said grants and to do all acts necessary to administer the said fund in accordance with the provisions of the pension plan dated April 6th, 1938 submitted on behalf of the Sun Life Assurance Company of Canada.
3. That every employee of the Corporation included in any of the classifications under the said plan shall contribute to the said fund the amount fixed by the said plan in respect to the classification which applies to such employee.

4 This By-Law shall come into force on the day of the final passing thereof, and shall not be repealed without the consent of the Ontario Municipal Board.

(SEAL)

(Signed) E.S. Wigle

MAYOR

(Signed) C.V Waters

CLERK

First reading June 30, 1938
Second reading June 30, 1938
Third reading July 5, 1938

APPROVED

Department of Municipal Affairs - Ontario

R.J. Moore

SUPERVISOR

August 3, 1938

APPENDIX 4

BY-LAW NUMBER 2577

**A BY-LAW TO AUTHORIZE PARTICIPATION BY THE
CORPORATION OF THE CITY OF WINDSOR IN THE
ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM**

Passed the 18th day of November, 1963

WHEREAS pursuant to Section 15 of the Ontario Municipal Employees Retirement System Act, 1961-62, a municipality or local board may by by-law or resolution elect to participate in the Ontario Municipal Employees Retirement System and pay to the fund the total of the employer and employee contributions, and has all the powers necessary and incidental thereto:

NOW THEREFORE IT IS ENACTED as a by-law of the Corporation of the City of Windsor (herein called the "Employer") as follows:

1. The Employer hereby elects to participate in the Ontario Municipal Employees Retirement System of the 1st day of January, 1964 (herein called "the effective date") and authorizes the City Clerk to submit this election in writing (**by provision** of a certified copy of this by-law) to the Secretary-Treasurer of the Ontario Municipal Employees Retirement Board.
2. Every employee who, before the effective date, was an employee of the Employer is entitled to become a member of the System if he is employed on a continuous full time basis, and at least seventy-five percent (**75%**) of the employees so employed become members.
3. Every person who becomes an Employee of the Employer on or after the effective date shall, as a condition of his employment become a member of the System on completion of not less than three (3) and not more than twelve (12) months of service on a continuous full-time basis, provided however, that if he is already a member of the System then contributions by and on his behalf may, on the election of the employee, commence on any date during the first three (3) months of his service.

- 4 The Commissioner of Finance of the Corporation of the City of Windsor is hereby authorized to arrange for the deduction from the earnings of each employee who is a member of the System, the contributions required to be made by the member, and to remit such contributions together with the amounts required under the Act to be paid by the Employer, to the Secretary-Treasurer of the Ontario Municipal Employees Retirement Board, and to execute all necessary documents and to do such things as are necessary to *carry* out the intent of this by-law.
- 5 The Employer hereby elects to participate together with the Board of Commissioners of Police for the City of Windsor as a single Employer under the Ontario Municipal Employees Retirement System Act, 1961-62, and the Regulations thereunder.
- 6 This by-law shall come into force and take effect on the day of the final passing thereof.

(signed) M.J. PATRICK

MAYOR

(signed) E.J. ADAMAC

CLERK

First reading - November 18, 1963

Second reading - November 18, 1963

Third reading - November 18, 1963

APPENDIX 5

A BY-LAW TO AUTHORIZE PARTICIPATION BY THE BOARD OF COMMISSIONERS OF POLICE FOR THE CITY OF WINDSOR IN THE ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM

WHEREAS pursuant to Section 15 of the Ontario Municipal Employees Retirement System Act, 1961-62, a municipality or local board may by by-law or resolution elect to participate in the Ontario Municipal Employees Retirement System and pay to the fund the total of the employer and employee contributions, and has all the powers necessary and incidental thereto:

NOW THEREFORE BE IT ENACTED as a by-law of the Board of Commissioners of Police for the City of Windsor (herein called the "Employer") as follows:

1. The Employer hereby elects to participate in the Ontario Municipal Employees Retirement System as of the 1st day of **January**, 1964 (herein called "the effective date") and authorizes the City Clerk to submit this election in writing (by provision of a certified copy of this by-law) to the Secretary-Treasurer of the Ontario Municipal Employees Retirement Board.
2. Every employee who, before the effective date, was an employee of the Employer is entitled to become a member of the System if he is employed on a continuous full time basis, and at least seventy-five percent (75%) of the employees so employed become members.
3. Every person who becomes an Employee of the Employer on or **after** the effective date shall, as a condition of his employment become a member of the System on completion of not less than three (3) and not more than twelve (12) months of service on a continuous full-time basis, provided however, that if he is already a member of the System then contributes by and on his behalf may, on the election of the employee, commence on any date during the first three (3) months of his service.
4. The Commissioner of Finance of the Corporation of the City of Windsor is hereby authorized to arrange for the deduction from the earnings of each employee who is a member of the System, the contributions required to be made by the member, and to remit such contributions together with the amounts required under the Act to be paid by the Employer, to the Secretary-Treasurer of the Ontario Municipal Employees Retirement Board, and to execute all necessary documents and to do such things as are necessary to carry out the intent of this by-law.

5. The Employer hereby elects to participate together with the Corporation of the City of Windsor as a single Employer under the Ontario Municipal Employees Retirement System Act, 1961-62, and the Regulations thereunder.
6. This by-law shall come into force and take effect on the date of the final passing thereof.

(signed) J.A. LEGRIS

CHAIRMAN

Read a first time this 29th day of November, A.D., 1963

Read a second time this 29th day of November, A.D., 1963

Read a third time and finally passes this 29th day of November, A.D., 1963

APPENDIX 6

SICK LEAVE GRATUITY - SECTION 11

1. Sick Leave gratuity shall be eliminated for all employees effective August 1st, 1989.
2. All employees shall have their **accumulation** entitlement calculated as of August 1st, 1989.
3. Employees entitled to gratuity as of August 1st, 1989 shall be paid their total gratuity as follows:
 - 1/3 of the gratuity value on August 15th, 1989 at the employee's then current rate of pay;
 - 1/3 of the gratuity value on January 15th, 1990 at the employee's then current rate of pay;
 - 1/3 of the gratuity value on January 15th, 1991 at the employee's then current rate of pay.

If the employee's entitlement under the foregoing pay-out proviso is not at least equal to twenty (20) days, then the employee shall receive twenty (20) days pay subject, of course, to the amount in the gratuity as of August 1st, 1989.

Example: Employee **entitlement** - August 1st, 1989 - 40 days.
Under the formula, the employee would be entitled to 13 1/3 days on each of the three dates. The proviso will provide, however, that on August 15th, 1989 the employee will receive 20 days on January 15th, 1990, will receive 20 days, and no payment on January 15th, 1991. This will ensure that the employees who are entitled will receive at least 20 days on the relevant dates, subject to the total gratuity.

4. Employees will suffer a reduction from their banked sick leave of the days represented in the gratuity as of August 1st, 1989. The reduction shall take place at that date.
5. The Sick Leave By-Law will continue to run in all other aspects of the banking days, etc. but there shall be no gratuity. The gratuity shall be eliminated completely from the civilian employees.
6. It is agreed that employees may, at the sole discretion of the Chief, not be paid the one-third (1/3) gratuity on the relevant dates in order that the employee suffers no reduction in their sick leave bank.
7. It is agreed that three (3) employees whose names will be supplied shall be allowed to leave their gratuity until their retirement and those employees shall be paid their gratuity based on their rate of pay at retirement.

APPENDIX 7

SICK LEAVE - TEMPORARY EMPLOYEES

1. Effective August 1st, 1989, a temporary employee after six (6) months of continuous full-time employment shall earn for every month of regular attendance a sick leave credit at the rate of three-quarters (3/4) of a day per month. Such sick leave credit shall be cumulative to a maximum of eighteen (18) days.
2.
 - (a) **An** employee shall report his/her illness to his/her supervisor during the first day of absence from work and within two hours of his/her normal starting time.
 - (b) Upon the return to work of an employee or during his/her absence if required, a standard Sick Leave Certificate must be filed with the Commissioner of Finance and where the absence has been in excess of three (3) days at one time the physician's portion of the certificate must also be completed as soon as practical.
 - (c) The Sick Leave Certificate supported by a physician's certificate or other satisfactory evidence of illness shall be required if requested by the Commissioner of Finance.
 - (d) Whenever the Commissioner of Finance disallows an application, the employee may appeal against the decision by filing with the City Administrator a written notice of Appeal within seven (7) days of delivery to him/her the decision of the Commissioner of Finance.
3. The City Administrator shall fix the time and place of the hearing and advise all interested parties no less than three (3) days prior to the hearing.
4. It is agreed that the foregoing sick leave plan is completely independent of the sick leave plan for permanent employees established by By-Law 980 (with subsequent amendments) and the provision of this article shall be the only provision applicable to temporary employees in the matter of sick leave credits.
5. Any temporary employee having been employed full-time continuously for six (6) months or more shall retain any earned sick leave credits as per Section 1 and upon subsequent full-time temporary employment shall continue to earn and accumulate said credits immediately.

APPENDIX 8

GREEN SHIELD AUDIO PLAN

HEARING AID BENEFITS:

This benefit will provide reimbursement for hearing aids as follows:

1. The acquisition cost of the hearing aid.
2. The dispensing fees as established by agreement between Green Shield and the participating provider,

PROVIDED THAT

- a) A medical doctor who specializes in performing medical examinations of the ear, i.e. an Otolologist, or a medical doctor who specializes in treatment of the ear, nose and throat, i.e. an Otolaryngologist, has determined the patient has a loss of hearing acuity which can be compensated for by a hearing aid, AND
- b) a person qualified in the rehabilitation of those impaired with hearing, such as an Audiologist, subsequent to performing hearing aid evaluation tests, **prescribes** the type of hearing aid, i.e. (make and model) that would best improve the loss of hearing acuity, AND
- c) a participating provider dealer that sells hearing aids prescribed by a qualified person to improve hearing acuity, supplies hearing aids of the following functional design.

In the ear, behind the ear (including air conduction and bone conduction types) and on-the-body hearing aids.

Benefits will include an ear mold and necessary fitting and adjustment of the hearing aid.

LIMITATIONS AND EXCLUSIONS:

1. Benefits will be payable for hearing aids only once in any consecutive thirty-six month period.
2. Hearing aids ordered before coverage becomes effective or after termination of coverage.
3. Hearing aids ordered while coverage is in effect but delivered more than 60 days after termination of coverage.
4. Replacement parts for and repairs to hearing aids.

5. Replacement of hearing aids that are lost or broken unless at the time of such replacement the covered person is otherwise eligible under the frequency limitations set forth in item (1).
6. Eyeglass-type hearing aids to the extent the charge for such hearing aid exceeds the covered hearing and expense established under this plan.

MAXIMUMS:

This plan is available with various “Maximums”. Please refer to your Group’s “Group Agreement” for details.

CLAIMING FOR HEARING AID BENEFITS:

Participating dealers will bill Green Shield directly for the cost of the hearing aid. In the event that the covered person request unusual services from the dealer, the covered person shall be responsible for the full additional charges covering the unusual services.

SUBROGATION:

Green Shield retains the right to subrogation if benefits paid on behalf of a participant under this Agreement are or should have been paid or provided by a third party. In some cases of third party liability, you must advise your lawyer of our subrogation rights.

CO-ORDINATION OF BENEFITS:

When payment provided under this Agreement is available to a person under any other prepaid health service contract, insurance policy or plan, benefits shall be co-ordinated and the most payable under this agreement shall be pro-rated and limited to the extent that the total amount available under all coverage does not exceed 100% of the allowable expenses.

Benefits will be co-ordinated according to the current industry standard.

REIMBURSEMENT:

- 1) Reimbursement shall be made for expenses incurred and paid by a participant for any of the eligible services, substances and appliances set out in and in accordance with the provisions set forth in the Green Shield Benefit Plan Group Agreement, provided such expenses:
 - (a) are incurred and paid for services, substances and appliances prescribed by, and given under the direction of a licensed medical practitioner subject to the conditions of this Agreement, and
 - (b) are in the opinion of Green Shield reasonable and customary in the area in which they are rendered or supplied.

2. Reimbursement shall be made by Green Shield's cheque drawn in favour of the subscriber.
3. Reimbursement shall not be made in respect of any eligible expenses unless the subscriber rates were paid by or on behalf of the subscriber or dependent when due for the months in which the service, substance or appliance was rendered or supplied.
4. Interest shall not be payable on any reimbursement under this Agreement.
5. For the purpose of this Agreement all expenses incurred and paid by the participants shall be deemed to have incurred and paid in Canadian dollars and reimbursement shall be paid in Canadian dollars.
6. Reimbursement will not be made in respect to any eligible expense unless a claim is filed as provided in this Agreement within 18 months from the date the eligible expense was incurred.

APPENDIX 9

GREEN SHIELD DELUXE TRAVEL PLAN QJ

This Out-of-Province/Country Plan is incorporated into and forms part of the Group's Schedule of Eligible Benefits which forms part of the Green Shield Benefit Plan Group Agreement.

Refer to the General Information and Outline of Benefits in your Employee Benefit Booklet for additional maximums, deductibles, limitations and general exclusions which may apply.

Eligible Services shown below will be reimbursed based on usual, reasonable and customary charges in the area where they were received, less the amount payable by your provincial government health plan.

Reimbursement will be made in Canadian Funds at the rate of exchange in effect on the date your claim is processed.

SCHEDULE OF ELIGIBLE BENEFITS

Reimbursement of all Eligible Benefits **up** to a maximum stated in the Outline of Benefits will be made only if the services were required as a result of emergency illness or injuries which occurred while you were vacationing or traveling for other than health reasons.

Eligible benefits are limited to a maximum of 180 days per trip commencing with the date of departure from your province of residence. If you are hospitalized on the 180th day, benefits will be extended until the date of discharge.

- e **Hospital services and accommodation** up to a standard ward rate in a public general hospital.
- **Medical/surgical services** rendered by a legally qualified physician or surgeon.
- **Land ambulance** to the nearest qualified medical facility
- **Emergency Air ambulance** (including a medical attendant when necessary) when it is medically necessary for you to travel to your province of residence and if you can not travel by any other means of transportation.
- **Referral services** include hospital services and accommodation up to a standard ward rate in a public general hospital, and/or medical surgical services rendered by legal qualified physician or surgeon.

- e You must receive pre-authorization from your provincial government health plan and Green Shield **prior to the commencement of any referral treatment.** Your Provincial Government Health Plan may cover this referral benefit entirely. You must provide Green Shield with a letter from your attending physician stating the reason for the referral, and a letter from your provincial government health plan outlining their liability. Failure to comply in obtaining pre-authorization may result in non-payment.
- e **Services of a Registered Private Nurse** up to a maximum of \$5,000.00 (Canadian Funds) at the usual and customary rate charged by a qualified nurse (R.N.) registered in the jurisdiction in which treatment is provided. You must contact Green Shield for approval.
- **Diagnostic laboratory tests and x-rays** when prescribed by the attending physician except in emergency cases, Green Shield must pre-approve cardiac catheterization or angiogram, angioplasty and bypass surgery.
- e **Reimbursement of prescriptions** by Green Shield for drugs, serums and injectables which require a prescription by law and are prescribed by an authorized medical practitioner (vitamins, patent and proprietary drugs are excluded). Submit to Green Shield the original paid receipt from pharmacist, physician or hospital outside your province of residence showing name of prescribing physician,
 - prescription number, name of preparation, date, quantity and total cost.
- e **Medical appliances** including casts, crutches, canes, slings, splints and/or the temporary rental of a wheelchair when deemed medically necessary and required due to an accident which occurs, and when the devices are obtained outside your province of residence.
- **Treatment by a dentist only** when required due to a direct accidental blow to the mouth up to a maximum of \$2,000.00 (Canadian Funds). Treatments (prior to and after return) must be provided within 90 days of the accident. Details of the accident must be provided to Green Shield along with dental x-rays.
- **Coming Home** - when your emergency illness or injury is such that:
 - e The Assistance Medical Team specifies in writing that you should immediately return to your province of residence for immediate medical attention, reimbursement will be made for the extra cost incurred for the purchase of a one way economy airfare, plus the additional economy airfare if required to accommodate a stretcher, to return you by the most direct route to the air terminal nearest the departure point in your province of residence. Benefit assumes that you are not holding a valid open-return air ticket. Upgrading charges, departure taxes, cancellation penalties, and airfares for accompanying family members or friends are not included.

- The Assistance Medical Team or commercial airline stipulates in writing that you must be accompanied by a qualified medical attendant, reimbursement will be made for the cost incurred for one round trip economy airfare and the usual and customary fee charged by a medical attendant who is not your relative by birth or marriage and is registered in the jurisdiction in which treatment is provided, plus overnight hotel and meal expenses if required by the attendant.
- **Cost of returning your vehicle**, either private or rental, to your residence or nearest appropriate vehicle rental agency when you are unable to due to sickness or physical injury up to a maximum of \$1,000.00 (Canadian Funds). Requires original receipts for costs incurred, i.e. gasoline, accommodation, airfares.
- **Meals and accommodation** up to \$1,500.00 (Canadian Funds) (\$150.00 per day for 10 days) will be reimbursed for the extra costs of commercial accommodation and meals incurred by you when you remain with a traveling companion or a person included in the "family" coverage, when the trip is delayed or interrupted due to an illness or accident to a traveling companion. Must be verified in writing by the attending physician and supported with original receipts from commercial organizations.
- **Transportation to the bedside** including round trip economy airfare by the most direct route from your province of residence, for any one spouse, parent, child, brother or sister, and up to \$150 per day for a maximum of five days accommodation will be paid for that family member to:
 - be with a covered person confined in hospital. Benefit requires that the covered person must eventually be an in-patient for at least 7 days outside your province of residence, plus the written verification of the attending physician that the situation was serious enough to have required the visit.
 - identify deceased prior to release of the body.
- **Return of Vehicle** if your private vehicle is stolen or rendered inoperable due to an accident, reimbursement will be made for the cost of one way economy airfare to return you by most direct route to your departure point in your province of residence. **An** official report of the loss or accident is required.
- **Return of deceased** up to a maximum of \$5,000.00 (Canadian Funds) toward the cost of preparation (including cremation) and homeward transportation of a deceased covered person when death is caused by illness or accident. Body will be returned to the point of departure in your province of residence. Benefit excludes the cost of a burial coffin.

GREEN SHIELD CANADA TRAVEL ASSISTANCE SERVICE

The following services are available 24 hours per day, 7 days per week through Green Shield's international medical service organization. These services include:

- Multilingual Assistance
- Assistance in locating the nearest, most appropriate medical care
- International preferred provider networks
- Program Medical Advisors (Physician) consultative and advisory services, including second opinion and review of appropriateness and analysis of the quality of medical care
- Assistance in establishing contact with family, personal physician and employer as appropriate
- Monitor progress during treatment and recovery
- Emergency message transmittal services
- Translation services and referrals to local interpreters as necessary
- Verification of insurance coverage facilitating entry and admissions into hospitals and other medical care providers
- Special assistance regarding the co-ordination of direct claims payment
- Co-ordination of Embassy and Consulate services
- Management, arrangement and co-ordination of emergency medical transportation and evacuation as necessary
- Management, arrangement and co-ordination of repatriation of remains
- Special assistance in making arrangements for interrupted and disputed travel plans resulting from emergency situations to include:
 - e the return of unaccompanied travel companions travel to the bedside of a stranded person
 - e rearrangement of ticketing due to accident or illness and other travel related emergencies
 - the return of stranded motor vehicles and related personal items
- Knowledgeable legal referral assistance
- Co-ordination of securing bail bonds and other legal instruments
- Special assistance in replacing lost or stolen travel documents including passports
- Courtesy assistance in securing incidental aid and other travel-related services
- Emergency and payment assistance for major health expenses which would result in payment of over \$200.00 Canadian.

HERE'S HOW GREEN SHIELD CANADA'S TRAVEL ASSISTANCE SERVICE WORKS

For assistance dial 1-800-936-6226 within Canada and the United States or call collect 519-742-3556 when traveling outside Canada and the United States. These numbers appear on a sticker which should be placed on your Green Shield Identification card. Quote your group number and patient number, found on your Green Shield Identification Card, and explain your medical emergency. You must always be able to provide your Green Shield patient number and your Provincial Health Insurance Plan number.

As we are not able to guarantee assistance services in areas of political or civil unrest please contact Green Shield for pre-travel or claims inquiries.

A multilingual Assistance Specialist will provide direction to the best available medical facility or physician which can provide the appropriate care.

Upon admission to a hospital or when attending a physician for major emergency treatment, we will guarantee the provider (hospital, clinic, or physician), that you have both Provincial Health Insurance, and Green Shield Out-of Province/Country benefits as detailed in your Employee Benefit Booklet. The provider may then bill Green Shield directly for these approved services eliminating out of pocket expenses in excess of \$200.00 Canadian.

Our physicians will follow your progress to ensure that you are receiving the best available medical treatment. These physicians also keep in constant communication with your family physician and your family, depending on the severity of your condition.

LIMITATIONS

1. The Eligible Services must be required for the immediate relief of acute pain or suffering. Eligible Services will not be reimbursed for treatment or surgery which could reasonably be delayed until you return to your province of residence.
2. Reimbursement for Eligible Services will be made only if your provincial government health plan provides payment toward the cost of the services received.
3. Coverage becomes effective at the time you or your eligible dependent crosses the provincial border and terminates upon crossing the border into the province of residence on the return home. If traveling by air, coverage becomes effective at the time the aircraft takes off in the province of residence and terminates when the aircraft lands in the province of residence on the return home.
4. Green Shield, in consultation with the Assistance Medical Team, reserves the right to return you or your eligible dependent to your province of residence. If any covered person is, on medical evidence, able to return to their home province following the diagnosis of, or the emergency treatment for, a medical condition which requires continuing treatment for surgery and elects to have such treatment or surgery outside the province of residence, the expense of such continuing treatment will not be an eligible benefit.

The patient must contact Green Shield within 48 hours of commencement of treatment.

Failure to notify us within 48 hours or refusal to be repatriated may result in benefits being limited to only those expenses incurred within the 48 hours of any and each treatment/incident or the Out-of-Province plan maximum, whichever is the lesser of the two.

5. Air ambulance services will only be eligible if:
 - pre-approved by Green Shield
 - there is a medical need for you to be confined to a stretcher or for a medical attendant to accompany you during the journey, and
 - you are admitted directly to a hospital in your province of residence, and medical reports or certificates from the dispatching and receiving physicians are submitted to Green Shield, and
 - proof of payment including air ticket vouchers or air carrier invoices are submitted to Green Shield.
6. Referral services are only eligible if the required medical treatment is not readily available in your province of residence.

EXCLUSIONS

In addition to the General Exclusions found under the General Information, Eligible Benefits do not include and reimbursement will not be made for:

1. Treatment or service required for ongoing care, rest cures, health spas, elective surgery, check-ups or travel for health purposes, even if the trip is on the recommendation of a physician.
2. Treatment or service which you elect to have performed outside Canada when the medical condition would not prevent your return to Canada for such treatment.
3. Hospital and medical care for childbirth occurring within 8 weeks of the expected delivery date from the date of departure, or deliberate termination of pregnancy.
4. Treatment or service provided in a chronic care or psychiatric hospital, chronic unit of a general hospital, Long Term Care (LTC) Facility, health spa, or nursing home.
5. Services received from a chiropractor, chiropodist, podiatrist, or for osteopathic manipulation.
6. Cataract surgery or the purchase of eyeglasses or hearing aids.

HOW TO CLAIM

If you have incurred out of pocket expenses, claims must be submitted to Green Shield Canada who will then coordinate with the provincial plan reimbursement of those approved, eligible expenses. To make a claim, submit to Green Shield the patient name, provincial health plan number, address, and Green Shield identification number with:

- Detailed statements showing the services rendered and the fees charged for each service.

All claims must be submitted to Green Shield within 12 months from the date the Eligible Service was incurred.

APPENDIX 10

NURSING HOME CARE PLAN N4

This benefit will provide reimbursement for the patient co-payment expense for each day the patient is eligible to receive extended care benefits under the Health Insurance Act of Ontario, or patient co-payment charges incurred by a patient residing in a registered home for the aged, who is certified for extended care benefits through the Ministry of Community and Social Services.

Note: In the following text, the term “nursing home” is used in conjunction with “The Nursing Homes Act of Ontario” and the “Ontario Ministry of Health”. All limitations, exclusions and general information also apply to homes for the aged by substituting “nursing home” with “homes for the aged”, and “Ontario Ministry of Health” with “Ministry of Community and Social Services”. Homes for the Aged are not licensed under The Nursing Homes Act of Ontario.

COVERED EXPENSES

The payment for the patient co-payment expenses in any nursing home will be the difference between the daily allowance paid the nursing home by the Ontario Ministry of Health for extended care services in a standard ward and the nursing home’s daily charge up to the approved daily rate for a semi-private room if such accommodation is occupied.

If the insured person receives extended care in an approved facility in a private room, the payment for the patient co-payment will be at the semi-private daily rate.

LIMITATIONS AND EXCLUSIONS

1. The eligible patient must reside in and receive daily care in an approved nursing home as defined in and licensed under The Nursing Homes Act of Ontario.
2. Benefits will be payable only on submission of proof to Green Shield that an eligible subscriber or dependent has received such extended care service and payment of an allowance for such care was made to the nursing home for the patient by the Ontario Ministry of Health for each day benefits were claimed.
3. Benefits will not be provided to persons eligible for or receiving similar benefits from any branch of any federal, provincial or municipal government or any other third party, regardless of whether the subscriber has or has not contributed toward providing himself or his dependents with such a benefit.

4. Daily benefits will not be paid under this program if the patient is absent from the nursing home. A covered individual receiving extended care service may continue to receive benefits for up to 3 calendar days following admission to a public general hospital, e.g. allows for transportation to and from general hospital.

GENERAL

1. A nursing home is a nursing home licensed under the Nursing Homes Act of Ontario.
2. Extended Care Benefits are benefits provided a resident of an approved nursing home who is insured under the Ontario Health Insurance Plan and who has been certified eligible to receive partial payment toward the cost of care while in a licensed nursing home. A person so eligible for extended care benefits is issued a certificate of eligibility by the Ontario Ministry of Health.
3. Subscribers and eligible dependents must make their own arrangements for admission to a nursing home.
4. Green Shield retains the right of subrogation if benefits paid under this program are or should have been provided by a third party.

CLAIMING FOR NURSING HOME CARE BENEFITS

In most cases the nursing home will bill Green Shield directly on a weekly or monthly basis. In the event that the nursing home in which the eligible patient is resident will not bill Green Shield directly, you may obtain a claim form from your employer or Green Shield. The completed claim form along with paid receipts should be submitted to:

Green Shield PrePaid Services Inc.
P.O. Box 1606
Windsor, Ontario
N9A 6W1

SUBROGATION

Green Shield retains the right to subrogation if benefits paid on behalf of a participant under this Agreement are or should have been paid or provided by a third party. In cases of third party liability, you must advise your lawyer of our subrogation rights.

CO-ORDINATION OF BENEFITS

When payment provided under this Agreement is available to a person under any other prepaid health service contract, insurance policy or plan, benefits shall be co-ordinated and the amount payable under this Agreement shall be pro-rated and limited to the extent that the total amount available under all coverage does not exceed 100% of the allowable expenses. Benefits will be co-ordinated according to the current industry standards.

REIMBURSEMENT

1. Reimbursement shall be made for expenses incurred and paid by a participant for any of the eligible services, substances and appliances set out in and in accordance with the provisions set forth in the Green Shield Benefit Plan Group Agreement, provided such expenses:
 - (a) are incurred and paid for services, substances and appliances prescribed by, and given under the direction of a licensed medical practitioner subject to the conditions of this Agreement, and
 - (b) are in the opinion of Green Shield, reasonable and customary in the area in which they are rendered or supplied.
2. Reimbursement shall be made by Green Shield's cheque drawn in favour of the subscriber.
3. Reimbursement shall not be made in respect of any eligible expense unless the subscriber rates were paid by or on behalf of the subscriber or dependent when due for the months in which the service, substance or appliance was rendered or supplied.
4. Interest shall not be payable on any reimbursement under this Agreement
5. For the purpose of this Agreement all expenses incurred and paid by the participants shall be deemed to have been incurred and paid in Canadian dollars and reimbursement shall be in Canadian dollars.
6. Reimbursement will not be made in respect to any eligible expense unless a claim is filed as provided in this Agreement within 18 months from the date the eligible expense was incurred.

APPENDIX 11

CIVILIAN PROMOTIONAL SYSTEM

1. **PHILOSOPHY**

The Windsor Police Service Promotional System for non-sworn members is based on the principal that all members should have an equal opportunity to achieve promotion or change from any grade to any grade by way of a competition based on individual merit, ability, knowledge and seniority.

2. **PROMOTIONAL SYSTEM**

The promotional system will be comprised of four (4) parts which shall be scored as follows to a maximum of 100 points:

| | |
|--------------------------------------|--------------------------|
| Test or Resume | 20 points |
| Job Performance | 30 points |
| Interview | 20 points |
| Seniority (3 points/year to maximum) | 30 points |
| <u>TOTAL</u> | <u>100 POINTS</u> |

(revised 93)

(a) **Test/Resume**

For the purpose of testing it is necessary to use two categories. One category will submit a resume which will be scored out of 20 and the other will be required to pass a typing/computer test to qualify and thereafter pass a spelling test for a total of 10 points, as well as pass a grammar test for a total of 10 points for an aggregate total of 20 points. (revised 91)

(b) (i) **Category I**

Comprised of the following jobs:

- Photo Lab Technician
- Identification Technician
- Stores Clerk
- Property Room Clerk
- Senior Communicators
- Analyst
- all of those job described by the Civilian Job Committee as Management/Technical/Professional.

(b) (ii) Category II

All other jobs not described in Paragraph 2 (b) (i)

3. TESTING

(a) Category I: Resume

Candidates applying for promotion or a change in grade jobs in Category I will be required to submit a resume stating their qualifications for the job and why they should be considered for promotion to that job.

(a) (i)

The resumes will be scored by the Personnel Officer; the Staff Inspector of the Division where the vacancy is to be filled, or his designate; and a third person to be appointed by the Chief of Police and mutually agreed upon by the Windsor Police Association.

In no event will there be less than three (3) persons evaluating the resumes. Each evaluator will score the resume out of 20 and the average of the three raters will comprise the final score.

(a) (ii)

Candidates who have submitted resumes may be required to be interviewed by the panel of 3 persons assigned to scoring the resumes to assist them in their scoring.

(a) (iii)

In the event that none of the candidates meet the qualifications of a job vacancy in Category I, the Personnel Officer will look outside the Service to hire a person who will meet the qualifications.

(b) Category II: Test

(b) (i) Typing

All candidates in this category must pass a five (5) minute typing test to qualify and enter into the promotional system. The typing test will take place during the third week of January each year. Candidates who fail to meet the typing requirement will be permitted to repeat the typing test during the third week of February each year. (revised 91)

Candidates applying for Communicator or C.P.I.C. Operator are required to pass with a score of 50 words per minute and candidates applying for any other position in Category II are required to pass with a score of 50 words per minute. If a Communicator or a C.P.I.C. Operator is applying for any position other than a promotion in the Communicator or C.P.I.C. ranks, they must pass a typing test with a score of 50 words per minute even if they are applying for a position in a grade lower than their current grade. **(revised 91)**

(b) (ii) **Spelling and Grammar**

All candidates for promotion in Category II will be required to pass a spelling and grammar test. Ten (10) points each will be awarded for spelling and grammar for an aggregate total of twenty (20) points. For those candidates wishing to partake, a spelling and grammar test will be administered in conjunction with the first typing test.

(c) **Pass Marks**

A candidate must score at least five (5) points in each spelling and grammar to pass this test. If a pass mark is not achieved the candidate will not be allowed to continue further in the promotional system until a spelling and grammar test have been passed.

(d) **Marks Good for 5 years**

Test marks will be valid for a five (5) year period. A candidate may write the test every year, if they so desire, and the highest mark scored within the 5 year qualification period is the mark that will prevail. **(revised 93)**

(e) **Special Skills Requirement**

Certain jobs may require a particular skill or particular knowledge or education. In such cases the job requirements will be posted and additional testing will be required to prove proficiency in those areas.

4. **JOB PERFORMANCE**

Each candidate for promotion will be evaluated annually on their job performance. This evaluation will be completed by the candidate's immediate supervisor(s) no later than the 30th day of November each year. In all cases, the supervisor(s) will discuss the "Job Performance Evaluation" with the candidate and the member will be asked to sign the "Job Performance Evaluation" to signify that the contents have been discussed. The maximum score in this category is 30.

(a) **Job Performance Criteria**

Job Performance will be evaluated on the following criteria:

- skill and knowledge
- work habits
- interpersonal relationships
- analyzing situations and judgment
- initiative
- attitude

(b) **Job Performance Evaluation**

The supervisor(s) who are performing these evaluations shall base their evaluations on criteria as laid out in the "Evaluator's Guide to Job Performance Evaluation". The evaluator's assessment should be supported by written comments, but in cases where a member is assessed as below standard or excellent, the assessments **must** be supported by written comments and should be based on actual observable performance.

(c) **Job Performance Form**

Job Performance Evaluation shall be completed on the "Job Performance Form" and shall be **turned** into the Personnel Officer no later than the 30th day of November each year.

5. **INTERVIEW**

Each candidate for promotion shall be interviewed by the Staff Inspector of Administration and two other members of the Police Service appointed by the Chief of Police and mutually agreed upon by the Windsor Police Association and shall be known as the Interview Panel. Interview to be conducted only when there is a job vacancy. **Maximum** score is 20.

(a) **Interview Panel Criteria**

The Interview Panel will take the following into consideration when rating the interview:

- (i) personal work history of the member;
- (ii) an appraisal of any qualities that a candidate possesses that do not emerge from formalized testing;
- (iii) leadership potential;
- (iv) appearance, deportment, bearing, presence;

- (v) knowledge and appreciation of their duties, Service goals and willingness to fulfill their duties and Service goals;
- (vi) ability to form answers to situation questions;
- (vii) ability to communicate thoughts, ideas and answers;
- (viii) creativity; and
- (ix) potential for personal and professional development.

(b) **Interview Evaluation**

The Interview Panel shall base their evaluation on criteria as laid out in “Guide to the Interview Panel”.

(c) **Interview Evaluation Form**

The interview panel shall complete their evaluations on the “Interview Evaluation Form”.

6. **SENIORITY**

Each member shall be given 3 points for each completed year of service, not to exceed 30 points. Cut-off date for the purpose of determining seniority will be the 31st day of December in the year of the evaluation. (revised 93)

7. **GENERAL**

(a) **Eligibility**

Any new member may enter system while on probation but cannot be promoted while on probation ahead of a permanent applicant. (revised 91)

(b) **Written Notice to Enter Promotional System**

Any member who wishes to enter the promotional system must submit a written request to the Staff Inspector of Administration by September 30th each year. (revised 93)

(c) **Identical Scores**

In situations where members have identical scores, the promotion or change to another grade will be decided by seniority within the Police Service.

(d) **Mutual Agreement**

In the event that the Chief of Police and the Windsor Police Association cannot come to a mutual agreement on members to score resumes or sit on the Interview Panel, the Windsor Police Services Board will make the determination.

(e) In any part where more than one person is evaluating, the scores will be averaged to arrive at the final score.

(f) If the member has worked in a Division for less than three (3) months, the former Division shall complete the appraisal unless otherwise agreed upon by the member and the Divisional Staff Inspectors affected.

8 **APPEAL**

Any member who wishes to appeal their evaluation may do so by giving written notice to the Staff Inspector of Administration within five (5) clear days of receiving their evaluation. Appeals will be heard by the Chief of Police, the Deputy Chief of Police and the Staff Inspector in charge of the appellant's Division. **(revised 91)**

17 February 1987

Mr. Rick Houston,
President,
Windsor Police Association

Dear Sir:

This is a "letter of intent" as requested by the Windsor Police Association regarding the following noted matter:

"VIDEODISPLAY TERMINALS"

Pregnant employees who operate video display **terminals**, on request shall be transferred to other work for which they are qualified and shall receive the same rate of pay."

Yours Truly,

(signed) J.P. McMahon

JUDGE
CHAIRMAN

LETTER OF INTENT given this 26th day of January A.D. 1987.

TO: WINDSOR POLICE ASSOCIATION

It is the intention of the Board of Commissioners of Police for the City of Windsor to implement the following:

The parties hereby agree that changes to the existing level of benefits and reimbursement of expenses that are negotiated for the Uniform members in 1988 and are directly applicable to civilians covered under this agreement, shall be adjusted accordingly.

Further, the parties hereby agree that any new additions or amendments to existing benefits and reimbursements of expenses that are negotiated for the Uniform members in 1988 shall apply to civilians where applicable.

It is further understood that benefit changes or reimbursement of expenses arising from *an* arbitration or any new additions or deletions would not be applicable, but would be negotiated subject to agreement between the parties.

Notwithstanding anything herein contained to the contrary, it is agreed and understood that this clause shall not, in anyway, relate to or affect the salaries negotiated and set out in Schedules A and B to the Collective Agreement.

**BOARD OF COMMISSIONERS OF
POLICE**

WINDSOR POLICE ASSOCIATION

PER: (signed) JOHN WHITESIDE

PER: (signed) JOHN MOOR

PER: _____

PER: (signed) RAYMOND SANDERS

Executed at the City of Windsor this 13th day of March, 1987.

LETTER OF UNDERSTANDING given this 11th day of February A.D. 1987.

TO: WINDSOR POLICE ASSOCIATION

It is agreed that following is the understanding and agreement of The Board of Commissioners of Police for the City of Windsor and the Windsor Police Association.

The parties agree that in the event of a future disagreement arising with respect to the employment or deployment of part-time employees, all issues arising therefrom shall be resolved on the basis of the rights, interests and obligations of the parties as they may exist at 10 January, 1987, so that any positions regarding estoppel shall be fixed as at January 10, 1987, and as the positions may be altered by events subsequent to such date.

The Board further agrees that it will cause administration of the Windsor Police Force to consult with the Windsor Police Association prior to any change with respect to such matter from and after the said date.

The Board and the Association further agree that in the event a grievance is furthered by the Association relating to the employment of part-time employees that the Parties shall consent to the introduction and reliance by either Party on this letter of understanding in the arbitration process.

Dated at Windsor, Ontario, this 11th day of February, 1987.

**THE BOARD OF COMMISSIONERS OF
POLICE FOR THE CITY OF WINDSOR**

(signed) J. Whiteside
CHAIRMAN

The Windsor Police Association hereby acknowledges receipt of a copy of the above Letter of Understanding and agrees to its terms.

Dated at Windsor, Ontario, this 11th day of February, 1987.

WINDSOR POLICE ASSOCIATION

(signed) R HOUSTON

(signed) RAYMOND SANDERS

LETTER OF UNDERSTANDING given this 27th day of November A.D. 1991.

TO: WINDSOR POLICE ASSOCIATION

The Windsor Police Services Board hereby agrees to reimburse members' expenses for medications prescribed by a qualified medical practitioner, which are not covered by the Green Shield Apothacare Plan O.P.

Reimbursement shall be made **only** where the qualified medical practitioner indicates, in writing, that the medication is required in relation to an ongoing maintenance programme.

The member shall purchase the medication and then submit receipts along with the medical practitioner's authorization for payment.

DATED at Windsor, Ontario, this 27th day of November, A.D. 1991.

WINDSOR POLICE SERVICES BOARD

(signed) PAT ALEXANDER

CHAIR

LETTER OF UNDERSTANDING given this 4th day of March A.D. 1992.

TO: WINDSOR POLICE ASSOCIATION

RE: LETTER OF INTENT DATED 18 APRIL 1986 - CADET PENSIONS

Any member of the Service promoted in rank from a cadet or other civilian position with a “normal retirement age” of 65 years, being promoted to the rank of constable, shall be credited with all of his/her cadet or other civilian service at the “normal retirement age” of 60 years and that the cost for such adjustment in credited service be paid for by the Board. Said benefit is to be limited to a total of four (4) years total cadet and/or civilian service. (Effective 01 January 1992)

WINDSOR POLICE SERVICES BOARD

(signed) PATRICIA ALEXANDER
CHAIR

WINDSOR POLICE ASSOCIATION

(signed) JOHN W. MOOR
PRESIDENT

LETTER OF INTENT RE TYPE III O.M.E.R.S. SURPLUS

The parties agree to access the Type III surplus funds in O.M.E.R.S. The parties further agree that the fifty percent (50%) of said surplus shall be paid to the members of the Windsor Police Association on a basis to be determined by the Windsor Police Association. The parties also agree to make every effort possible to ensure payment is made to the members no later than July 22nd, 1994. The parties further agree that said payment will be in the form of an R.R.S.P. in the member's name.

Dated this 21st day of June, 1994.

(signed) KUMAR CHATTERJEE
CHAIR
WINDSOR POLICE SERVICES BOARD

(signed) JOHN W. MOOR
PRESIDENT
WINDSOR POLICE ASSOCIATION

LETTER OF UNDERSTANDING given this ____ day of _____ A.D. 1994.

TO: WINDSOR POLICE ASSOCIATION

It is the intention of the parties with respect to Section 29-01 of the Collective Agreement between the Windsor Police Association and the Board of Commissioners of Police for the City of Windsor dated 29th June 1988 that members of the Association who are on Worker's Compensation pursuant to an injury suffered while in the employ of the Board of Commissioners of Police for the City of Windsor shall at the end of the calendar year be no better or no worse off monetarily (with respect to a normal salary) than an equivalent employee who does not during the year suffer a compensable injury.

DATED at Windsor, Ontario, this 21ST day of June, 1994.

WINDSOR POLICE SERVICES BOARD

(signed) KUMAR CHATTERJEE
CHAIR

The Windsor Police Association hereby acknowledges receipt of a copy of the above Letter of Understanding and agrees to its terms.

DATED at Windsor, Ontario, this 21ST day of June, 1994.

WINDSOR POLICE ASSOCIATION

(signed) JOHN W. MOOR
PRESIDENT

(signed) ROSEMARY NAWALANY
SECRETARY

LETTER OF UNDERSTANDING given this 21ST day of June A.D. 1994

TO: WINDSOR POLICE ASSOCIATION

The Windsor Police Services Board agrees to indemnify members for the legal costs incurred in relation to Special Investigation Unit investigations subject to the conditions set out below.

- a) This provision shall apply to all members who are or appear to be considered subject members in relation to the S.I.U. investigation.
- b) Where more than one member appears to be or is deemed to be the subject member in relation to the same incident, one counsel shall represent all members so involved unless the circumstances indicate separate counsel should be retained.
- c) In the event that members of the S.I.U. intend to interview members, the President of the Association and the Chief of Police, or their designates, shall be notified and they shall make any determination required in respect to the number of counsel as outlined in subsection (b).
- d) The member or members shall be indemnified for all legal costs incurred until the member is finally cleared of any wrongdoing or until such time as the member(s) is charged with a criminal or statutory offence at which time Section 28 and the provisions therein outlined will apply.

WINDSOR POLICE SERVICES BOARD


(signed) K. CHATTERJEE
CHAIR

LETTER OF INTENT given this 14th day of February A.D. 1997

RE: TEMPORARY EMPLOYEES

The Windsor Police Services Board agrees to provide the Association, on a quarterly basis, with information relating to temporary employees relative to the following:

1. hire date
2. reason for employment
3. position filled
4. expected date of termination
5. actual number of hours worked



WILLIAM CHAPMAN
CHAIR
WINDSOR POLICE SERVICES BOARD



MICHAEL MADDEN
PRESIDENT
WINDSOR POLICE ASSOCIATION

LETTER OF AGREEMENT

BETWEEN

**THE POLICE SERVICES BOARD
FOR THE CITY OF WINDSOR**

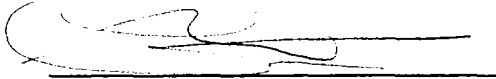
- AND -

THE WINDSOR POLICE ASSOCIATION

DATED THIS 14th DAY OF February, 1997

The parties agreed to the following articles in relation to the 1996/1997/1998 Unit "A" and Unit "B" Collective Agreements.

1. The Job Evaluation Committee shall evaluate the Staff Sergeant and Inspector positions for comparator purposes with the current grades 16 and 17 positions as and if required by Pay Equity Legislation. The salary shall be set accordingly effective January 1, 1997.
2. The Board agrees to provide a written policy regarding payment by the Employer for medical documents required by the member for employment purposes.
3. The parties agree to establish a committee, association/management, to review the current number of grade levels in the Unit "B" Collective Agreement.
4. The parties agree to establish a committee, association/management to discuss a detective constable rank.



**WILLIAM CHAPMAN
CHAIR**



**MICHAEL MADDEN
PRESIDENT**



**JOHN MOOR
ADMINISTRATOR**