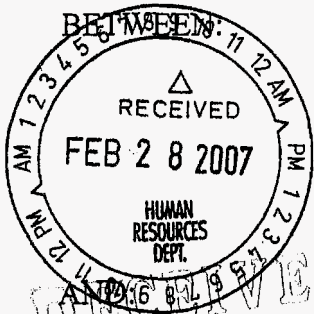


MEMORANDUM OF AGREEMENT made this **22<sup>nd</sup> day of October, A.D. 2006**, pursuant to the *Police Services Act, R.S.O. 1990, Chapter P15*, as amended.



THE BRANTFORD POLICE SERVICES BOARD  
(Hereinafter called the “BOARD”)

OF THE FIRST PART

THE BRANTFORD POLICE ASSOCIATION (SWORN EMPLOYEES)  
(Hereinafter called the “ASSOCIATION”)

OF THE SECOND PART

ARTICLE 1 - SCOPE

1.01 The Board hereby recognizes the Association as the sole collective bargaining agent for all employees of the Police Service of the City of Brantford as set forth in Schedule “A”.

ARTICLE 2 - RELATIONSHIP

2.01 The Board and the Association agree that there shall be no discrimination/harassment practised with respect to any employee by reason(s) as outlined in the Ontario Human Rights Codes and amendments made thereto, nor by reason of membership in the Association. In addition, the Board and the Association agree that there shall be no intimidation, interference or coercion exercised or practised upon employees of the City of Brantford Police Service by any of its members or representatives.

2.02 It shall be a condition of employment that all employees, whether or not they are members of the Association, shall pay to the Association an amount equal to the monthly amount payable to maintain membership in the Association, but subject to this provision, no employee shall be required to join the Association. All employees of the Police Service, in accordance with Article 1.01 of this Agreement, shall be entitled to all benefits as provided by this Agreement, regardless of whether or not they are members of the Association.

2.03 The term “employee” or “employees” as used in this Agreement, unless it is clearly specified otherwise, shall mean only those employees who are included in Schedule “A” attached hereto.

2.04 Management Responsibilities

The Association and its members recognize and acknowledge that subject to the provisions of the *Police Services Act, R.S.O. 1990*, as amended, and the regulations thereto, it is the exclusive function of the Board to:

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- (a) maintain order, discipline and efficiency;
- (b) discharge, direct, classify, transfer, promote, demote or suspend or otherwise discipline any employee;
- (c) hire.

If an employee claims that the Board has exercised any of the functions as outlined in paragraph (b) in a discriminatory manner or without reasonable cause, then such a claim may be the subject of a grievance under the provisions of the grievance procedure outlined in this Agreement or dealt with under procedures within the exclusive jurisdiction of the Ontario Civilian Commission on Police Services, as prescribed in the *Police Services Act, R.S.U. 1990*, as amended.

The Board agrees that it will not exercise any of the functions as set out in this Article in a manner inconsistent with the provisions of this Agreement or the *Police Services Act, R.S.U. 1990*, as amended, and the regulations thereto.

2.05 Nothing in this Agreement shall be construed as imposing any liability upon an individual who, from time to time, is a member of the Board.

2.06 (a) Seniority is defined as the length of continuous service with the Brantford Police Service and for the purpose of this Article, shall be applied in determining the order of layoff and recall of employees.

(b) When the Board has made a decision to reduce the complement of the Police Service, and such reduction of personnel cannot be accommodated through attrition, and where such action is not in contravention of the *Police Services Act, R.S.U. 1990*, as amended, the layoff of employees shall occur by reverse order of seniority. When a vacancy in the complement of the Police Service exists, the employee(s) on layoff shall be recalled in order of seniority, provided the employee meets the necessary qualifications for the position.

(c) No new employees will be hired until those laid off employees have been given the opportunity of recall.

(d) Employees who are to be laid off shall receive 2 weeks notice of such layoff, or 2 weeks salary in lieu of such notice.

(e) The right of laid off employees to be paid benefits under this Agreement shall continue for a period of 3 months from the date the layoff occurs.

### ARTICLE 3 - CLASSIFICATION AND SALARY SCHEDULE

3.01 Effective **on the dates stipulated**, the classifications and salaries of employees shall be those shown in Schedule "A" attached hereto and made part of this Agreement.

3.02 Any employee covered by this Agreement who is assigned by the Chief of Police to perform the duties of a higher rank for any 1 day shall receive the pay of such higher rank for each day so served.

3.03 A Constable who is assigned to the Plainclothes Division and assumes and performs all the duties required of a Constable Plainclothes shall receive the pay of the classification after 3 months continuous assignment. Such pay shall be retroactive to the date of the assignment.

#### ARTICLE 4 - VACATION AND STATUTORY HOLIDAYS

4.01 Each employee shall be eligible for vacation with pay on the following basis:

(a) For the purpose of this clause, the employee's anniversary date shall be the date of hire at any Ontario Police Service, preliminary services as a Cadet during this time period to be included. Service must be continuous active service, with the exception where the employee has had a break in service that has not exceeded 6 months at the time they are hired with the Brantford Police Service.

4.02 In their first year of service, employees will be entitled to 1 day of vacation per month of service between their start date and December 31<sup>st</sup> of the first year to a maximum of 10 days.

4.03 An employee with 1 full year of continuous service shall be entitled to 2 weeks vacation with pay in the year in which 1 year of service is completed and each subsequent year unless hereinafter provided.

4.04 An employee with 4 years of continuous service shall be entitled to 3 weeks vacation with pay in the year in which 4 years of service is completed, and each subsequent year unless hereinafter provided.

4.05 An employee with 10 years of continuous service shall be entitled to 4 weeks vacation with pay in the year in which 10 years of service is completed, and each subsequent year unless hereinafter provided.

4.06 An employee with 15 years of continuous service shall be entitled to 5 weeks vacation with pay in the year in which 15 years of service is completed, and each subsequent year unless hereinafter provided.

4.07 An employee with 23 years of continuous service shall be entitled to 6 weeks vacation with pay in the year in which 23 years of service is completed, and each subsequent year unless hereinafter provided.

4.08 An employee with 30 years or more of continuous service, shall be entitled to 1 additional vacation day, with pay, in the year in which 30 years of service is completed, and one further additional day for each subsequent year of continuous service, unless hereinafter provided.

4.09 Vacation entitlement under Articles 4.02, 4.03, 4.04, 4.05, 4.06, 4.07 and 4.08 shall not be cumulative and shall be taken by an employee in the calendar year in which they fall due. Unless a written request to have unscheduled vacation entitlement carried forward is submitted to the Chief of Police prior to December 1<sup>st</sup> in any calendar year, such unscheduled vacation shall be forfeited by the employee. If, after December 1<sup>st</sup>, an employee is sick, injured or required to work, the remaining days may be carried over, but for no more than 1 calendar year.

4.10 Employees may request, in writing, to be allowed 3 consecutive weeks of their annual vacation entitlement between January 1<sup>st</sup> and May 31<sup>st</sup> or between October 1<sup>st</sup> and December 31<sup>st</sup> of the calendar year. Such requests shall be directed to the Chief of Police and the granting of such requests will be subject to the exigencies of the Service.

4.11 The first 2 weeks of said vacation entitlement shall be consecutive, but any additional vacation entitlement shall be taken in such amounts and at such times as the Chief of Police, in the Chief's discretion, shall determine.

4.12 Employees may be allowed to take their annual vacation entitlement on the first relief or night shift as approved by the Chief of Police in the Chief's discretion.

4.13 No employee shall lose their vacation entitlement by reason of illness or disability which is certified by a medical practitioner appointed by the Board, and which does not exceed 6 continuous months, or until the date for which long term disability benefits have been approved, whichever occurs first. When the illness or disability exceeds 6 continuous months, vacation entitlement shall be pro-rated. Such vacation entitlements may be granted to the employee when practicable after the recovery from such illness or disability. Notwithstanding the above, an employee shall have their vacation entitlement pro-rated if the employee does not return to work from an illness or disability; or if the employee resigns, retires or is dismissed.

4.14 All employees who request in writing and who do not receive 2 weeks annual vacation with pay during the period of June 1<sup>st</sup> to September 30<sup>th</sup> shall receive the sum of \$50.00 to be paid on their last working day prior to the commencement of the said vacation.

4.15 The following days will be considered as statutory holidays for the term of this Agreement:

New Year's Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day and Boxing Day.

4.16 All employees with less than 1 full year of continuous service shall be entitled to 11 days off with pay in lieu of the 11 statutory holidays on a pro rata basis. **An** employee, following the completion of 1 full year of continuous service on their anniversary date shall receive 11 days off with pay in lieu of 11 statutory holidays. An employee with more than 1 full year of continuous service shall, upon resignation, retirement or dismissal, receive pay only for those statutory holidays which have occurred prior to the date of resignation, retirement or dismissal. Time off for statutory holidays will be deducted from an employee's entitlement only when applied for by the employee and approved by the Chief of Police.

4.17 When an employee is required to be on duty on a statutory holiday, the employee shall be paid 1 and ½ times their regular hourly rate for all hours worked on such day.

4.18 Notwithstanding Article 4.16, employees, while attending a course at the Ontario Police College, shall receive all statutory holidays as they fall due, and such statutory holidays shall be deducted from their allotted lieu days as outlined in Article 4.15. It is agreed by the parties that should the employee be confined to the school on the statutory holiday, such holiday will not be deducted from the lieu day allotment.

4.19 Employees shall be entitled to 1 day off with pay in lieu of any day or part thereof proclaimed by the Governor General in Council or the Lieutenant Governor in Council for the Province of Ontario or the Mayor and Council of the City of Brantford as a statutory or declared holiday, other than the statutory and declared holidays as provided by Article 4.15 of this Agreement.

4.20 Upon retirement, the retiring employee shall receive vacation pay pro rata for the period from January 1<sup>st</sup> of the calendar year in which the employee is retiring to the date on which the employee commences retirement.

4.21 Statutory holidays must be taken within the year in which they are earned and are not to be cumulative. Notwithstanding the above, the Chief of Police may, under extenuating circumstances (including, but not limited to illness or injury), permit an employee to carry statutory holiday time forward.

#### ARTICLE 5 - HOURS OF WORK

5.01 The normal work week of employees shall consist of either 5 days each of 8 consecutive hours or 4 days each of 10 consecutive hours.

5.02 Employees' days off each week shall be consecutive, unless their services are required for an emergency situation. Employees shall not be denied the privilege of trading days off with another employee, as approved by the Chief of Police in the Chief's discretion. Such request shall be made 24 hours in advance of the change.

5.03 Employees will be allowed a 1 hour lunch period in each 8 hour shift throughout the year. Where the requirements of the Service do not permit an employee to receive a 1 hour lunch period, the employee shall receive lieu time credit for the lunch period or part thereof the employee did not receive.

5.04 **Until deletion of this provision and associated entitlement effective January 1, 2007,** Employees shall be paid an allowance in lieu of shift premiums as follows:

(a) For employees required to work 3 shifts, consisting of days, afternoons and nights, an allowance of \$200.00 annually or portion thereof.

(b) For employees required to work 2 shifts, consisting of days and afternoons, an allowance of \$100.00 annually or portion thereof.

(c) The above allowances shall be paid on the first pay of December in each calendar year.

## ARTICLE 6 - OVERTIME

6.01 Overtime shall be defined as any time worked by an employee in excess of the employee's regularly scheduled hours and shall not include the first 15 minutes either before or after the employee's regular shift.

6.02 (a) **An** employee required to perform overtime on a continuous and consecutive basis immediately before the starting time of the employee's regular shift, and such overtime exceeds 15 minutes, shall be paid at the rate of time and one-half, including the first 15 minutes up to the start of the employee's regular shift.

(b) Employees required to perform overtime on a continuous and consecutive basis immediately after the quitting time of their regular shift, and such overtime exceeds 15 minutes, shall be paid at the rate of time and one-half, including the first 15 minutes.

(c) **An** employee required to perform out-of-town escort duty shall be paid the regular shift rate, and such overtime worked at the rate of time and one-half. Any employee required to remain out of town overnight shall be paid an additional 4 hours pay at the regular rate of pay for each 24 hour period. For the purpose of this clause, Article 6.06 shall not apply.

6.03 (a) Any time spent by an employee as a result of the execution of their duties as an employee of the Brantford Police Service, in their off-duty hours in attendance at any court, examination for discovery, civil trial, inquest, inquiry or Police Service hearing, not to include the accused unless acquitted on all charges as a result of service to the Police Service, shall be deemed to be overtime and the employee, unless such performance of overtime falls within the terms of Articles 6.02(a) and 6.02(b) above, shall be guaranteed a *minimum* period of 4 hours at 1 and ½ times the employee's normal hourly rate. Any witness fees or personal allowances received by the employee shall be returned to the Board, not to include any mileage allowance received. Notwithstanding, if a Police Service vehicle is utilized, any mileage allowance received by the employee shall be returned to the Board.

(b) An employee, after reporting off duty and before their next following tour of duty, is called back and is assigned overtime, shall be paid at double the employee's normal hourly rate and shall be guaranteed pay for a minimum period of 3 hours. Where the assigned overtime is continuous and consecutive to a regular shift, the provisions of Article 6.02 (a) shall apply.

6.04 Employees who are required to attend court during their **annual** vacation shall be granted the option of 2 days pay at regular rates or 2 days additional vacation with pay consecutive to their annual vacation for each day or part thereof lost as a result of each court appearance. An employee's annual vacation will not be cancelled or rescheduled to accommodate court appearances without the consent of the employee.

6.05 Notwithstanding the provisions of Articles 6.02 and 6.03 above, employees required to attend training periods as laid down by the Chief of Police in their discretion shall not be construed as working overtime, but shall be entitled to pay on an hour-for-hour basis.

6.06 (a) Employees shall receive 48 hours notice of any change of prescheduled shift, unless their services are required in an emergency situation in the discretion of the Chief of Police. In the event that 48 hours notice is not given, the employee shall receive pay at the rate of time and one-half for all time worked on such rescheduled shift.

(b) Whenever the Brantford Police Service has received at least 72 hours prior notice of the cancellation of any court proceedings, examination for discovery, inquest, inquiry or Police Service hearing requiring the attendance of an employee in the employee's off duty hours, the Brantford Police Service shall give the employee at least 48 hours prior notice thereof, Notice to the employee shall be sufficiently given if communicated by telephone to the employee or someone answering the employee's telephone, by a message being given to the employee's telephone answering device or service, or by delivery of written notification to the employee's residence. In the event that such notice is not given by the Brantford Police Service, the employee shall be paid for a minimum of 4 hours at land ½ times their normal basic hourly rate of pay.

6.07 Employees required to be on standby at their residence shall be paid their hourly rate for all time required to remain on standby with a guaranteed time of 3 hours.

6.08 Notwithstanding the provisions of Articles 6.02 (a), 6.02 (b), 6.03 (a), 6.03 (b), 6.04 and 6.05 above, any employee desiring to be granted time off in lieu of pay for accumulated overtime, shall, by notice in writing addressed to the Chief of Police, apply therefore stating therein the amount of time off requested and the dates covered by the request, and such application may be granted in whole or in part by the Chief of Police in the Chief's discretion, and any such time off granted in lieu of pay for overtime shall be debited against the accumulated overtime of the employee concerned. It is, however, understood that no employee shall be required to take time off in lieu of pay for accumulated overtime without the employee's consent.

6.09 Subject to Article 6.08, all accumulated overtime as of June 1<sup>st</sup> and November 1<sup>st</sup> of each year shall be paid at the current rate of pay, and shall be computed and paid on the first pay in July and December of each year. Employees may elect to carry up to 40 hours of accumulated overtime into the next period.

6.10 Employees voluntarily attending meetings of committees established by the Board or Police Service, from time to time, shall be paid the employee's regular hourly rate of pay.

## ARTICLE 7 - CLOTHING AND CLOTHING ALLOWANCE

7.01 The Board shall allow employees who are full-time plainclothes employees an annual clothing allowance of \$1,000.00 which allowance includes any shoe allowance.



7.02 Temporary acting plainclothes employees shall be granted a clothing allowance equal to that received by full-time plainclothes employees on a pro-rated basis, when the assignment exceeds 3 months in a calendar year.

7.03 The Board will supply and issue to all uniformed employees of the Service all necessary clothing, boots and equipment as required, at its expense, and will replace or repair such clothing, boots and equipment where necessary at its expense. All clothing, boots and equipment issued by the Board to the employees of the Service are to remain the property of the Board.

7.04 The Board will replace or repair at its expense any clothing of plainclothes employees and temporary acting plainclothes employees destroyed or damaged while the employee is engaged in the lawful execution of their duties, save only where such destruction or damage is caused by the employee's own negligence.

7.05 Upon submission of a claim by an employee, the Chief of Police shall reimburse such claimant for the loss, destruction or damage to their personal equipment limited to eye glasses, contact lenses, dentures, watches, hearing aids and brief cases, when such personal equipment is lost, destroyed or damaged while the employee is engaged in the lawful execution of their duties, save only when such loss, destruction or damage is caused by the employee's own negligence or not covered by the *Workplace Safety and Insurance Act*. The amount of compensation shall be reasonable and agreed upon by the Chief of Police and the employee, and payable within 2 weeks of such agreement. Any claim under this Article **of the loss, destruction, or damage shall be reported forthwith, or as soon as practicable, to a supervisor and a report submitted by the claimant.**

#### ARTICLE 8 - CLEANING SERVICE

**8.01 The Board shall pay the cost of dry cleaning under the arrangements made by the Chief of Police for the following dry cleaning services:**

(a) **Plainclothes officers, the cost will not exceed the cost of cleaning one civilian suit for each employee once in every 2 weeks;**

(b) **Uniform officers, the cost will not exceed the cost of cleaning issued uniform articles of clothing in accordance with the manufacturer's recommendations.**

#### ARTICLE 9 - LEAVE OF ABSENCE

9.01 **All employees shall receive sick leave allowance according to the following conditions, and except as provided under 9.01(h), sick leave pay may only be claimed where an employee is unable to work due to illness, injury or disability:**

(a) The effective date of the Plan will be January 1, 1972.



(b) All employees employed as of the effective date shall receive 12 days sick leave for each year of service prior to the effective date. The minimum credit for service prior to the effective date will be 30 days sick leave and for probationary employees commencing service after the effective date, will be 5 days sick leave,

(c) All employees who have completed 3 months service shall be credited with 1 and ½ days sick leave for each calendar month of service after January 1, 1972. Such credit shall be cumulative.

(d) Each employee shall continue to accumulate **1 and ½ days** sick leave **per month** during the first 4 periods of absence in any calendar year. For any and all subsequent periods of absence, the employee shall **only accumulate 1 day** during the month or months in which such absences occur, The number of days or parts of days for which an employee receives sick pay shall be deducted from their cumulative sick pay credit. **Effective December 31, 2008, employees will be limited to a maximum accumulation of 1750 hours in their sick bank. Employees with an accumulation in excess of such maximum on the effective date will have the surplus transferred to a frozen bank, which shall not be reduced except as it is utilized.**

(e) When an employee is granted a leave of absence without pay for any reason for more than 1 week, the employee shall not receive credit for the period of such absence but shall retain the employee's accumulated sick credit at the time such leave is granted.

(f) In order to qualify for sick leave pay, employees are required to notify the Chief of Police or authorized Senior Officer of their inability to be at work as soon as possible.

NOTE: Where someone is on vacation and becomes ill or disabled during the vacation period, they do not qualify for sick leave as there is no inability to be at work until the vacation period ends.

(g) After a period of 3 days absence due to sickness or disability, employees are required to present a certificate from a duly qualified medical practitioner certifying they are now fit to resume their regular duties.

(h) The Chief of Police may require a Board provided medical certificate as agreed between the Board and the Association for any period of illness or disability. The cost, if any, for such certificate will be paid by the Board. It is understood that employees may use their sick leave for attendance at doctors' and dentists' appointments. Such appointments shall not be considered as absences as outlined in 9.01(d).

(i) In the 2 years leading up to an employee becoming eligible for retirement, and where there is no previous history of a prolonged absence due to illness or disability, the Chief of Police may require a Board provided medical certificate for any period of illness or disability. The cost, if any, for such certificate will be paid by the Board. It is understood that employees may use their sick leave for attendance at doctors' and dentists' appointments. Such appointments shall not be considered as absences as outlined in Article 9.01(d), nor for the purposes of the first sentence of this Article.

(j) In the case of any prolonged absence due to sickness or disablement lasting beyond 30 days, the Chief of Police may require employees to provide every 30 days, a medical certificate as agreed between the Board and the Association, verifying the continued illness or disability. The employee, if required by the Chief of Police, shall report to 1 of 6 appointed and duly qualified physicians as agreed upon between the Board and Association for a medical examination. The cost, if any, for such certificate will be paid by the Board.

(k) Employees who have seniority dates prior to January 1, 1980, shall be entitled, upon resignation or retirement, to an amount equal to ½ of the number of days standing to their credit to a maximum of 6 months' salary, on the basis of the employee's regular rate of pay at the time of such resignation or retirement. In the event of death, the accumulated sick pay credit shall be paid to the employee's beneficiary.

(l) For the purposes of payment in accordance with Article 9.01 (k), employees regular rate of pay is outlined in Schedule "A".

9.02 (a) In the event of a death in the immediate family, the employee, if scheduled to work, and at their option, shall be granted, upon request, and without loss of pay, up to 3 days leave of absence. Travelling time not to exceed 2 days, without loss of pay, may be granted by the Chief of Police when the employee must travel 350 kilometres or more each way to attend such funeral. Such leave shall be granted and completed within 5 days of the death. Persons who are pallbearers for other than the mentioned persons shall be granted ½ day leave with pay on the day of the funeral.

Under the *Family Law Act*, section 29, "spouse" means either of two persons who, are married to each other, or have together entered into a marriage that is voidable or void, in good faith on the part of a person relying on this clause to assert any right and in addition, includes either of two persons who are not married to each other and have cohabited continuously for a period of not less than 3 years, or in a relationship of some permanence if they are the natural or adoptive parents of a child.

For the purpose of this Article, the term "immediate family" shall be limited to including the following relations only:

- (i) Of the employee:
- current spouse
  - mother/father (including adoptive)
  - persons standing in loco parentis
  - sister/brother (including adoptive)
  - stepsister/stepbrother
  - sister-in-law/brother-in-law
  - children (including adoptive)
  - stepchildren
  - grandchildren
  - grandparents
  - **son-in-law/daughter-in-law**

- (ii) Of the employee's current spouse:
- mother/father
  - children
  - brother/sister
  - **brother-in-law/sister-in-law**
  - **stepsister/stepbrother**
  - **stepchildren**
  - grandchildren
  - grandparents.

**(b) In the event of a death of an aunt/uncle, the employee, if scheduled to work and at their option, shall be granted, upon request and without loss of pay, 1 day leave of absence. Such leave shall be granted and completed within 5 days of the death.**

9.03 Up to 4 members of the Bargaining Committee shall be granted leave with pay if required to attend meetings with the Board. In the event that a member of the Bargaining Committee is scheduled to work the midnight shift immediately prior to the said meeting or the afternoon shift immediately following the said meeting, they shall be granted leave of absence with pay, but these shall be included in the total of 4.

9.04 To a maximum of 32 work days in a calendar year, if required, employees shall be allowed a leave of absence ~~with~~ pay for the purpose of conducting Association business at the discretion of the Chief of Police. Up to 4 employees shall be allowed to attend the annual convention of the Police Association of Ontario. Up to 3 employees shall be allowed to attend quarterly meetings of the Police Association of Ontario. Up to 2 employees, if elected to the Executive of the Police Association of Ontario, shall be allowed to attend Executive meetings of the Police Association of Ontario.

#### ARTICLE 10 - MEDICAL AND HOSPITAL PLAN

10.01 The Board shall pay to the Ontario Health Insurance Plan 100% of the current contract amounts payable in respect of each employee of the Police Service and for their spouse and/or dependent children under 21 years of age.

10.02 (a) The Board shall engage a carrier to provide ~~an~~ Extended Health Plan for all employees and eligible dependents on a pay direct non-deductible basis. Such coverage shall include:

- (i) Private and semi-private hospital accommodation.
- (ii) The allowance for eyeglasses or contact lenses shall be \$250.00 every 2 years. **Effective January 1, 2008, vision coverage shall be amended to read "...\$300.00 every 2 years".**
- (iii) **Eye examination, to a maximum of \$85.00 per visit every 2 years.**

- (iv) The coverage shall include hearing aid expenses to a maximum of \$400.00 during a lifetime
- (v) The Board shall include in its benefit plan, coverage for chiropractic and masseur services to a maximum of **\$500.00** per year per person, **chiropractic services to be used in conjunction with the employee's annual OHIP eligibility**. The premium cost shall be paid 100% by the Board.

It is understood that benefit changes will be effective the month following the signing of the collective agreement to allow for administrative changes.

(b) For the purpose of this clause, dependents shall include:

- (i) employee's spouse or common-law spouse;
- (ii) employee's unmarried, unemployed children under the age of 22 years, including newborns;
- (iii) employee's unmarried, unemployed dependent children to any age who are incapable of self-sustaining support or employment by reason of mental or physical disability;
- (iv) employee's unmarried, unemployed dependent children over 22, but under 25 years of age, in full-time attendance at a school, college or university.

10.03 (a) Effective November 15, 1991, the Board shall engage a carrier to provide a Dental Plan, which is equivalent to Blue Cross Dental Plan #9, with payments based upon the Ontario Dental Fee schedule for the current year.

(b) The Board shall also provide the equivalent of Rider #3 to Blue Cross Dental Plan #9 (orthodontics), being shared risk on a 50% basis to a maximum of **\$2,000.00 lifetime**. Payments to be based upon the Ontario Dental Fee schedule for the current year.

10.04 Any employee off duty as a result of an accident incurred while the employee is engaged in the lawful execution of their duties shall be paid full salary during such period the employee is off duty, and shall continue to be covered by all benefits during such period off duty. It is agreed that the employee's income shall be no more or no less than their regular salary.

10.05 Employees who qualify for retirement under the provisions of the OMERS Plan and are in receipt of a pension shall be eligible to receive benefit coverage as outlined in "Retirees Benefit Plan" - Schedule "D", Article 10.01, and such coverage shall cease on their 65th birthday. The Board shall pay 100% of the premium cost for said benefits. Any changes that result in the reduction of benefits to the Retirees Benefit Plan - Schedule "D" will be negotiated between the Board and the Association. **Retiree Benefit Plan – Schedule "D" shall be reviewed every 5 years beginning in the year 2006.**

10.06 Benefits under Articles 10.01, 10.02, 10.03 and 10.05 to which active and retired employees of the Brantford Police Service are entitled, shall be provided to the spouse and/or dependent children of an active or retired employee for a period of **2 years** upon the death of said active employee or retired employee.

## ARTICLE 11 - INSURANCE

11.01 (a) The Board shall acquire and maintain a conventional policy with an insurance carrier which shall provide life insurance for each employee in the sum of an amount equal to 2 times the salary of the employee. The Board shall pay the premiums of such coverage.

(i) In addition, the Board shall acquire and maintain a conventional policy with an insurance carrier which shall provide Accidental Death and Dismemberment insurance while the employee is off duty in the sum of up to an amount equal to 2 times the salary of the employee. The Board shall pay the premiums of such coverage.

(ii) In addition, the Board shall acquire and maintain a conventional policy with an insurance carrier which shall provide Accidental Death and Dismemberment Insurance while the employee is engaged in the discharge of their duties or responsibilities of their oath of office, in the sum of **up to \$200,000.00**.

(b) The Board shall acquire and maintain a conventional policy to provide life insurance in the amount of \$2,000.00 for each employee's spouse, and in the amount of \$1,000.00 for each eligible child of an employee.

(c) The Board shall pay 100% of the premiums for Article 11.01.

11.02 The Board shall acquire and maintain a conventional policy to provide liability insurance that shall protect employees of the Police Service against claims, action, suits, or otherwise, brought by **any** person or persons whomsoever, alleging any wrongful or negligent act or omission by any employee of the Police Service during the course of their duties, the cost of which shall be borne in its entirety by the Board.

11.03 The Board shall acquire and maintain a conventional policy to provide Long Term Disability Insurance for all employees as follows:

(a) Upon termination of service resulting from a disability, employees would be entitled to receive 75% of earnings up to a maximum of **\$5,000.00** monthly, payment of which shall commence 120 days after termination of such service with the Police Service and shall continue until such time as the employee concerned attains the age of 60 years. The premium for such policy shall be borne in its entirety by the Board. Effective January 1, 1989, "own occupation for 2 years" shall be added to the Long Term Disability Plan. It is understood that benefit changes will be effective the month following the signing of the collective agreement to allow for administrative changes.

11.04 The Board shall provide the Association with a copy of all policies providing any and all types of insurance benefits as provided by this Agreement.

11.05 The Association recognizes the right of the Board to change the carriers of the abovementioned benefits, i.e. Articles 10.02, 10.03, 11.01, and 11.03, providing that a new carrier will provide no lesser benefits than currently provided, and the Association will be notified prior to any change in carriers.

#### ARTICLE 12 - RETIREMENT, PENSIONS AND ESTATE BENEFITS

12.01 In addition to the Canada Pension Plan, every employee shall join the Ontario Municipal Employee's Retirement System Plan (O.M.E.R.S.). The Board and the employee shall make contributions in accordance with the provisions of the *O.M.E.R.S. Act, R.S.O. 1990*, as amended.

12.02 Where in any calendar year, an employee dies on or after January 1<sup>st</sup>, their estate shall be paid the following:

- (a) any regular salary due;
- (b) any regular overtime credits that have accrued;
- (c) an amount equal to the salary that would have been paid the employee on account of their annual vacation entitlement, providing, however, that they had not received such entitlement.
- (d) An amount equal to the salary that would have been paid to the employee on account of all remaining statutory and declared holidays to which an employee is entitled, providing, however, that they had not received such entitlements.

#### ARTICLE 13 - SERVICE PAY

13.01 (a) Each employee shall be granted a service stripe for each 5 year period of continuous service and such employee shall be paid a money allowance as follows:

\$ .10 per calendar day for all ranks with 5 years service. Such allowance shall be increased by \$ .10 per calendar day for each succeeding year thereafter until a maximum of \$1.00 per calendar day is reached.

(b) Effective September 14, 2001, employees in receipt of service pay in excess of \$1.00 per calendar day shall have their service pay entitlement frozen at their current level.

**Effective January 1, 2007, this article and associated entitlement shall be deleted from the collective agreement and replaced with the following:**

#### ARTICLE 13 - POLICE SERVICE PREMIUM

**13.01 (a) In recognition of the unique demands imposed upon experienced police officers in the course of discharging their duties pursuant to section 42 of the *Police Services Act*, the Board agrees to establish a Police Service Premium (PSP).**

(b) In this article, “continuous active service” means, for employees hired prior to October **22, 2006**, previous service as a sworn member of an accredited municipal or provincial police service and/or the RCMP, including time as a cadet. For employees hired on or after October **22, 2006**, “continuous active service” shall mean continuous active service with the Brantford Police Services Board. A break in service not exceeding **6** months will not be considered to interrupt continuous active service for any employee.

© The PSP will apply to sworn members who continue to meet the following criteria:

(i) be of the rank of First Class Constable or higher and completed at least **8** years continuous active service;

(ii) be free of any discipline conviction under the *Police Services Act* in the preceding **2** years for which the confirmed penalty was a forfeiture in excess of **40** hours of pay or leave or in excess of **40** hours suspension without pay;

(iii) be free of any criminal conviction or finding of guilt under the provisions of the *Criminal Code*; and

(iv) any occurrence of (ii) and/or (iii) above shall result in an automatic loss of one PSP grid step for a period of **2** consecutive years from the date of conviction or finding of guilt as the case may be (the member will not suffer more than one such grid step loss where *Police Service Act* and *Criminal Code* charges result from the same incident).

(d) Eligible employees shall be entitled to receive the applicable PSP as follows:

(i) after **8** years of continuous active service **3%** of Constable First Class salary;

(ii) after **17** years of continuous active service **5%** of Constable First Class salary;

(iii) after **23** years of continuous active service **7%** of Constable First Class salary;

Effective January **1, 2008**, the rate in (ii) shall be increased to **6%** and the rate in (iii) shall be increased to **9%**.

(e) The PSP is pensionable and shall form part of the member’s weekly pay and be included in computing salary-based entitlements, including vacation and statutory holiday pay, pregnancy/parental leave top-up, sick leave (excluding payouts upon retirement), bereavement leave, overtime and call back premiums.



## ARTICLE 14 - GRIEVANCE PROCEDURE

Grievances may be either (a) individual, (b) group, or (c) Association.

### 14.01 Individual Grievances

STEP 1: An employee having a grievance shall submit a grievance in writing to their superior within 2 working days of the occurrence or circumstances giving rise to the grievance. After considering the grievance, the superior shall give a written reply to the said employee within 3 working days after they have received the grievance.

STEP 2: If the reply of the superior is not satisfactory to the employee concerned, or if no reply is given by the superior within the time limited in Step 1, the employee shall submit the grievance in writing to the Chief of Police within 3 working days of the reply of the superior or within 3 working days of the time limited for the reply of the said superior. Within 5 working days following the receipt of the written grievance, the Chief of Police shall meet with the Board of Directors of the Association and the grievor to discuss the grievance and, within 5 working days thereafter the Chief of Police shall give a written reply to the grievance to the Secretary of the Association.

STEP 3: If the reply of the Chief of Police is not satisfactory to the grievor and/or the Association, or if no reply is received from the Chief of Police within the time limited therefore, the grievor and/or Association may submit the written grievance to the Board within 5 working days, and at the next regular meeting of the said Board, it will meet with the Board of Directors of the Association and the grievor to discuss the grievance, and within 5 working days thereafter, the Board shall give its written reply to the grievance to the Secretary of the said Association. In this procedure, the Deputy Chief of Police has the full power to act in the absence for any reason of the Chief of Police.

STEP 4: If the Association is not satisfied with the reply to the grievance of the Board, then the grievance may be referred to arbitration in accordance with the provisions of the *Police Services Act, R.S.O. 1990*, as amended, Chapter P.15, within 60 days.

### 14.02 Group Grievances

A Group Grievance is hereby recognized, and such group grievance shall be submitted in writing and received by the Chief of Police within 5 working days of the occurrence or circumstance giving rise to the grievance. Within 5 working days following the receipt of the written grievance, the Chief of Police shall meet with the Board of Directors of the Association to discuss the grievance and within 5 working days thereafter, the Chief of Police shall give a written reply to the grievance to the Secretary of the Association. If the reply of the Chief of Police is not satisfactory to the Association or if no reply is received from the Chief of Police, the grievance may be processed following the conditions as set forth in Step 3.

14.03            Association Grievances

**An** Association Grievance is hereby recognized and such Association Grievance shall be submitted in writing and received by the Chief of Police within 5 working days of the occurrence or circumstance giving rise to the grievance. Within 5 working days following the receipt of the written grievance, the Chief of Police shall meet with the Board of Directors of the Association to discuss the grievance, and within 5 working days thereafter, the Chief of Police shall give a written reply to the grievance to the Secretary of the Association. If the reply of the Chief of Police is not satisfactory to the Association or if no reply is received from the Chief of Police, the grievance may be processed following the conditions as set forth in Step 3.

14.04            For the purpose of Articles 14.01 through to 14.03, the working days will be defined as follows:

- (a)            for the grievor, their working day.
- (b)            for the superior, their working day.
- (c)            for the Board, Monday through Friday.

ARTICLE 15 - TRAINING ALLOWANCE

15.01            All employees covered by this Agreement while attending courses of training outside the City of Brantford, as required by the Service, shall receive \$55.00 per week allowance, plus equipment as approved by the Chief of Police.

15.02            The Board will reimburse all employees who successfully complete a course of study approved by the Board at a community college or university for the **full** cost of **up to 2** such courses **per year**, limited to tuition and textbooks. **Textbooks from such courses remain the property of the Brantford Police Service and shall be stored in the library at the end of course. This article is not available to employees who are under any type of suspension or leave from active duty.**

ARTICLE 16 - LEGAL EXPENSES

16.01 (a)        All reasonable legal expenses incurred as a result of **an** employee being charged while in the lawful execution of their duties as an employee of the Police Service shall be borne by the Board in their entirety, if the employee is acquitted on all charges.

(b)            Any employee incurring legal expenses as a result of being charged while in the lawful execution of their duties shall submit to the Chief quarterly reports detailing the current cost of such legal representation.

16.02            All employees who are charged and subsequently acquitted under the *Police Services Act, R.S.O. 1990*, as amended, shall be totally reimbursed for all reasonable legal expenses incurred.

ARTICLE 17 - CADETS

17.01            Cadets who subsequently become Probationary Constables, shall be credited with

their service as Cadets from their date of appointment as Cadets for the purpose of the provisions of this Agreement in their entirety.

#### ARTICLE 18 - MILEAGE RESTRICTION - OUT OF TOWN TRIPS

18.01 Employees detailed to carry out an assignment outside the City of Brantford and required to travel by motor vehicles shall not be required to drive in excess of 564 kilometres in any 1 day. In the event of 2 employees being detailed to such assignment, the employees concerned shall not be required to drive in excess of 885 kilometres in any 1 day.

18.02(a) Employees who, with the approval of the Chief of Police, use their own personal vehicles travelling to out of town court or travelling to a place of instruction, shall receive mileage at the current City of Brantford "occasional" mileage rate, subject to the following conditions:

- (i) 1 round trip to attend course of instruction including recruit training;
- (ii) 1 additional round trip for each 5 weeks of completed course of instruction excluding recruit training;
- (iii) additional round trips for the purpose of attending court or other authorized police duties;
- (iv) travel allowances provided by other levels of government are to be turned over to the Service in exchange for mileage; and
- (v) employees choosing to use their own personal vehicle will be monetarily compensated based on the most practicable and economical arrangements for travel.

(b) An employee who is on vacation and must return to attend court, provided such point of vacation is within a 200 kilometre radius of the location of the court appearance, will be paid the reimbursement allowance at the rate as outlined in Article 18.02(a). Any vacation location outside of the 200 km radius will be given special consideration at the discretion of the Chief of Police, and other public transportation may be arranged.

18.03 The escort officer shall be allowed a reasonable layover time between flights.

#### ARTICLE 19 - SEPARATE CHEQUES

19.01 Any and all monies payable to employees as a result of retroactive benefits or benefits payable on specific dates as provided by this Agreement shall be payable to employees entitled to such benefits as a separate payment from the employee's weekly pay.

## ARTICLE 20 - SINGULAR AND PLURAL

20.01 All words in this Agreement in singular and masculine shall, where the context so requires, include the plural or the feminine.

## ARTICLE 21 - ADDITIONAL BENEFITS AND WORKING CONDITIONS

21.01 The Board and the Association shall agree that additional and/or amended conditions of employment may be added to this Agreement from time to time on consent of both parties as evidenced by a written supplement signed by both parties which will form a part of this Agreement to the same extent as if embodied therein.

21.02 The implementation of a two person patrol car system shall be at the discretion of the Board.

21.03 Upon request, an employee, subject to the approval of the Chief of Police, may review their personnel file in the presence of a senior officer. The request shall be based upon a reasonable cause and such request shall not be unreasonably withheld.

21.04 Employees shall be granted pregnancy, parental or adoption leave in accordance with the *Employment Standards Act, R.S.O. 1990*, as amended, subject to the following conditions:

(a) For an employee commencing pregnancy leave in receipt of Employment Insurance pregnancy benefits pursuant to the *Employment Insurance Act, 1996*, the Board shall, for **the 2-week waiting period, pay the employee 75% of the employee's weekly salary, and for** a maximum of 15 weeks, pay the difference between Employment Insurance benefit and 75% of the employee's weekly salary.

## ARTICLE 22 - DISCRETION TO ACT BY DESIGNATED OFFICER

22.01 Wherever in this Agreement discretion to act is vested in the Chief of Police, the Chief delegate the exercise of such discretion to a designated officer.

## ARTICLE 23 - CHANGE IN JURISDICTION OF THE BOARD

23.01 Where, during the term of the current Agreement, any change occurs in the laws:

(a) that would, in effect, alter the jurisdiction of the Board or substitute, in effect, a new Board or entity to govern the Police Service of the City of Brantford, or

(b) that would result in the Police Service of the City of Brantford becoming, in effect, a part of any other Police Service,

the benefits to be provided to each member in respect of past service and in respect of future service are to be not less than the benefits provided under the current Agreement, to the fullest extent that the Board or Corporation of the City of Brantford can allow under the applicable laws.

## ARTICLE 24 - SURVIVOR BENEFITS

24.01 (a) Where an employee is killed or dies as a result of injuries received in the performance of their duties, leaving a spouse and/or dependent children as defined below, the Board shall pay to such spouse and/or dependent children a supplementary monthly payment, in an amount which, when taken with all existing Government payments made pursuant to the *Workplace Safety and Insurance Act*, the Canadian Pension Plan, pursuant to OMERS or otherwise, will equal 100% of the disposable after tax income of the deceased employee, based on the employee's salary at the time the payments are made. Such supplementary monthly payments will be made for a period of 2 years, unless the spouse remarries.

(b) Dependent children shall be defined as follows:

- (i) an unmarried person under 22 years of age;
- (ii) unmarried person over 22 years of age, but under 25 years of age, and a full-time student;
- (iii) an unmarried person over 22 years of age with a physical or mental disability.

## ARTICLE 25 - SENIOR CONSTABLES

25.01 (a) A uniformed employee satisfying the requirements hereinafter set forth shall be entitled to designation as a Senior Constable and shall receive a salary 1.5% greater than that of a First Class Constable.

(b) The requirements for Senior Constable status shall be as follows:

- (i) The employee shall have 10 years of continuous service as a sworn officer with any Ontario Police Service, preliminary service as a Cadet during training to be included in the calculation of the 10 years of service. Service must be continuous active service, with the exception where the employee has had a break in service that has not exceeded 6 months at the time they are hired with the Brantford Police Service.
- (ii) The employee shall have successfully completed the written exam as provided by the Ontario Police College for promotion from Constable to Sergeant and the Service received written confirmation of such successful completion.
- (iii) The employee shall requalify by successfully completing the aforementioned exam every 5 years. After successfully completing 2 qualifications, employees shall remain qualified and need not write the qualifying exam every 5 years. Employees shall have the option of writing the exam at another scheduled location of their choice, at their own expense.
- (iv) This additional compensation shall not be pyramided with nor increased by any other amounts received pursuant to this Agreement.

**Effective January 1, 2007, this article and associated entitlement shall be deleted from the collective agreement.**

ARTICLE 26 - RETROACTIVITY

26.01 All benefits granted by this Agreement shall be retroactive to **January 1, 2006**, unless otherwise stipulated.

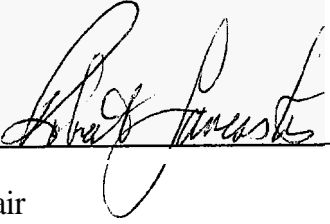
ARTICLE 27 - DURATION

27.01 This Agreement shall remain in force and effect for a period of **3** years from **January 1, 2006, to and including December 31, 2008**, and thereafter until replaced by a new Agreement, Decision or Award. Either party may give written notification to the other party at any time after 90 days before the expiry date that it desires to bargain for a new Agreement or amendments to the existing Agreement. Within 15 days from the service of such notice or at a mutually agreed to time, each party shall provide to the other a list of the changes to the Agreement it desires. The provisions of the *Police Services Act, R.S.O. 1990*, as amended, shall then apply.

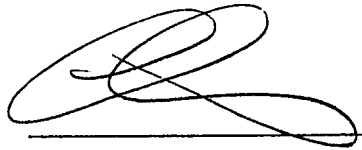
IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO UNDER THE HANDS OF THEIR PROPER OFFICERS IN THAT REGARD.

BRANTFORD POLICE SERVICES BOARD:


BRANTFORD POLICE ASSOCIATION:

  
\_\_\_\_\_

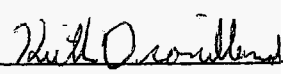
Chair

  
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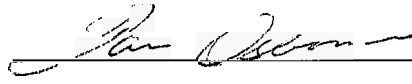
President

  
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Executive Assistant

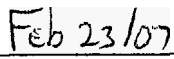
  
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Chair – Bargaining Committee

  
\_\_\_\_\_

Member – Bargaining Committee

\_\_\_\_\_  
Date

  
\_\_\_\_\_

Date



LETTER OF UNDERSTANDING - SHIFT SCHEDULE

The Brantford Police Services Board hereby indicates its intent to extend the existing modified shift system as outlined in the Letter of Understanding dated March 7, 1984 to **December 31, 2008**, subject to an annual review.

It is understood by the parties, those employees who are assigned to the modified shift system will not be required to report 15 minutes prior to the scheduled start time of their shift.

The Police Service has the shift system now in operation on a trial basis and this notice of intention to extend the present system for the duration of this contract is subject to an understanding from the Brantford Police Association that it will use its best efforts to work cooperatively with the Police Service to make the system work effectively and to carry on discussions with the objective of further refining the system to overcome perceived problems.

Chair

President

Executive Assistant

Chair – Bargaining Committee

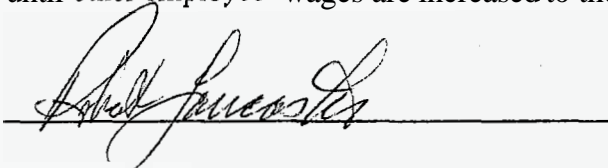
Member – Bargaining Committee

Date

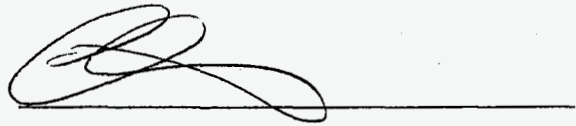
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LETTER OF UNDERSTANDING - TRANSFERS

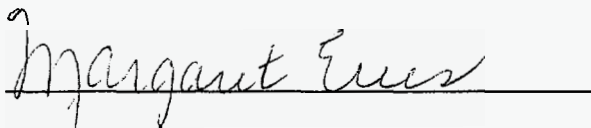
If a member is assigned for a minimum 3 years, to a plainclothes unit, and the member is transferred to a uniform detail, that member's rate of pay shall remain unchanged and will be frozen at that rate until other employee's wages are increased to the same rate as that of the transferred employee.



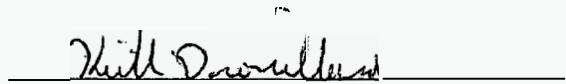
Chair



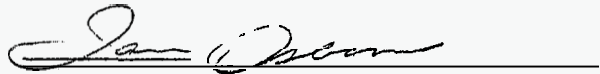
President



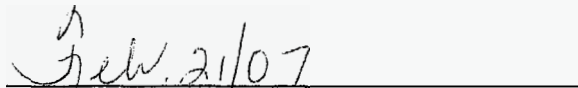
Executive Assistant




Chair - Bargaining Committee



Member - Bargaining Committee




Date




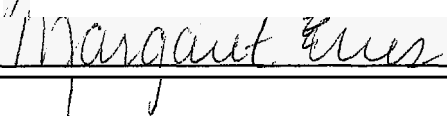
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LETTER OF UNDERSTANDING - BENEFIT MIX FOR ACTIVE EMPLOYEES

The parties agree to review the benefit mix for active employees on a cost neutral basis within 12 months of the signing of the Collective Agreement. It is the understanding of the parties that they will review capping of the dispensing fee, changing the formulary, changing the recall for dental, review the lag in the O.D.A. rates, etc., as cost saving measures in order to consider some of the benefit improvements requested by the Association.

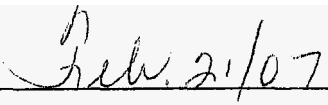
  
Chair

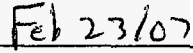
  
President

  
Executive Assistant

  
Chair - Bargaining Committee

  
Member - Bargaining Committee

  
Date

  
Date

SCHEDULE "A"

To the Agreement between the Brantford Police Services Board and Brantford Police Association:  
January 1, 2006 to December 31, 2008

Classification	2005	01-Jan-06	01-Jul-06	31-Dec-06	30-Dec-07
Cadet	\$32,868	\$34,594	\$35,113	\$36,342	\$37,614
Constable Fourth Class	\$41,085	\$43,242	\$43,891	\$45,427	\$47,017
Constable Third Class	\$49,302	\$51,890	\$52,669	\$54,512	\$56,420
Constable Second Class	\$57,519	\$60,539	\$61,447	\$63,598	\$65,824
Constable First Class	\$65,736	\$69,187	\$70,225	\$72,683	\$75,227
Senior Constable	\$66,722	\$70,225	\$71,278	N/A	N/A
Constable Plain Clothes	\$69,845	\$73,511	\$74,614	\$77,226	\$79,929
Sergeant	\$73,953	\$77,835	\$79,003	\$81,768	\$84,630
Staff Sergeant	\$83,197	\$87,564	\$88,878	\$91,989	\$95,209

- (a) A Cadet shall receive a salary of **(50.00%)** of a Constable First Class.
- (b) A Constable Fourth Class shall receive a salary of **(62.50%)**.
- (c) A Constable Third class shall receive a salary of **(75.00%)**.
- (d) A Constable Second Class shall receive a salary of **(87.50%)**.
- (e) Constable Plain Clothes shall receive a salary **six and one-quarter per cent (6.25%)** greater than that received by a Constable First Class.
- (f) A Sergeant shall receive a salary twelve and one-half per cent (12.5%) greater than that received by a First Class Constable.
- (g) A Staff Sergeant shall receive a salary twelve and one-half per cent (12.5%) greater than that received by a Sergeant.

## SCHEDULE "B"

To the Agreement between the Brantford Police Services Board and the Brantford Police Association.

### CLASSIFICATION

### AMOUNT OF BENEFIT

- |   |   |
|---|---|
| A. All employees other than those in Class 3. | 75% of monthly salary taken to the next \$1.00 if not already a multiple up to a maximum benefit of <b>\$5,000.</b> |
|---|---|

Benefits are payable monthly in arrears after the 120th day of disability.

Premiums will be waived on an employee after completion of the qualifying period retroactive to the date of disability, providing employee is approved for long term disability benefits.

Benefits will be terminated on the earliest of the last day of the month following member's 60th birthday, cessation of disability or death.

## LONG TERM DISABILITY

### ELIGIBILITY

Those eligible for coverage are all employees who work for the employer at least 30 hours a week on a regular basis, other than an employee whose age is 59 years and 8 months.

After the Effective Date, it is advisable for the employer to require new employees to establish permanency of employment before they become eligible,

Provided an employee applies within 31 days of first becoming eligible, no evidence of insurability will be required unless otherwise mentioned in the schedule of benefits.

### DEFINITION OF DISABILITY

During the qualifying period and the 24-month period immediately following it, "Disability" means that the employee has a medically determinable physical or mental impairment due to injury or disease, which prevents the employee from performing the regular duties of the occupation in which he participated prior to the onset of the disability.

After the 24 month period, "Totally Disabled" means that the employee has a medically determinable physical or mental impairment due to injury or disease which prevents the employee from performing the duties of any occupation for which he has at least the minimum qualifications and that provides an income that is equal to or greater than the amount of monthly disability benefit payable under this provision, adjusted annually by the Consumer Price Index.

## RECURRENT DISABILITY

If an insured employee having ceased to be totally disabled, returns to work for the employer and within six months again becomes totally disabled from the same or related cause, the qualifying period will not again be applicable. This would be considered as "one continuous period of disability".

If an insured employee, having ceased to be totally disabled, returns to work for the employer and again becomes totally disabled from a different cause or if from the same cause, more than six months after cessation of the previous disability, the qualifying period will again be applicable.

If an insured employee stops being disabled during the qualifying period and the disability reoccurs within 30 days, the disability is considered a continuation of the initial disability.

## REHABILITATION PROVISIONS

Rehabilitation means any program for the purpose of returning a totally disabled employee to remunerative employment that would provide an income equal to or greater than the disability benefit for which the member was insured when disability began, adjusted annually by the Consumer Price Index, and which:

1. is approved by Mutual Life,
2. is medically approved by a physician involved in treating the employee, and
3. may involve, but is not necessarily limited to, one or more of: assessment, counselling, medical or psychological treatment, a vocational retraining or education program, trial work, part-time work or modified work.

If an employee is receiving income under an approved rehabilitation program, this income will be coordinated with the monthly disability benefit payable under this provision. The monthly disability benefit and the sources of income identified under Benefit Reductions will be added to the rehabilitation income to provide an amount not exceeding 100% of the employee's pre-disability earnings.

## INTEGRATION OF BENEFITS

Disability benefits payable under this plan will be integrated with benefits an employee is eligible for under other disability plans other than an individual insurance policy.

The benefits described in this plan will be reduced by the amount an employee is entitled to receive through The Canada Pension Plan or the Quebec Pension Plan. The amount deducted will not include any additional benefits payable for children or subsequent cost of living increases.

If an employee is entitled to receive disability benefits from a source other than those mentioned above, or an individual insurance policy, the benefits payable under this plan will be reduced so that the total benefits payable from all sources will not exceed 80% of the employee's basic annual earnings at the time he becomes disabled.

## LIMITATIONS

No benefits will be payable for any period of disability during which the employee is not under the active and continuous care of a physician and are following *the* treatment prescribed by the physician for that disability.

In case of disability due to psychological disorders, the disabled employee must be under the active and continuous care of a psychiatrist or a registered psychologist and is following the treatment prescribed by the psychiatrist or registered psychologist for that disability.

In the case of disability due to the use of drugs or alcohol, the disabled employee must be actively supervised by and receiving continuous treatment for that disability from a rehabilitation centre or an institution provincially designated for that treatment.

No benefits will be payable for disabilities directly due to or resulting from any one or more of the following:

- a) Intentionally self-inflicted injury while sane or insane.
- b) Civil disorder or war, whether or not war was declared.
- c) Participation in any riot or civil commotion.

## TERMINATION OF INSURANCE

An employee's insurance will terminate at the earliest time indicated below:

- a) Upon termination of the policy.
- b) Upon termination of employment, except as noted below.
- c) Upon ceasing to be eligible.
- d) At the end of the period for which an employee has paid the employee's contributions in groups where the employee is required to contribute, or
- e) Upon commencement of leave of absence to serve in the armed forces.

However, if at such time, the employee is disabled as defined in the policy, the employee's insurance will continue as though the policy had remained in force.



## SCHEDULE "C"

### EXTENDED HEALTH INSURANCE FOR EMPLOYEES AND DEPENDENTS

Your Group Insurance Plan provides Extended Health Insurance benefits for employees and insured dependents. These benefits insure some of the medically necessary health care expenses you incur as a result of an accident or sickness. No payment will be made for a claim for which you are eligible for reimbursement from any government plan, Workplace Safety Insurance Board or any other source.

Your Extended Health Insurance terminates on the last day of the month coincident with or next following your 60th birthday or upon retirement.

#### DEDUCTIBLE AMOUNT

The deductible amount is Nil for you as an individual and for you and your entire family. You may claim reimbursement for those eligible health care expenses described in the following paragraphs.

#### DRUG EXPENSES

You may recover 100% of the reasonable and customary charges for:

- Drugs which legally require a written prescription from a physician or dentist, including oral contraceptives, serums, injectibles, and vaccines (including Heptavax "B" vac.)
- Needles, syringes, and diagnostic aids for diabetes
- Smoking Cessation Aids (transdermal patches and nicotine gum only) limited to a 3 month supply per Covered Person per calendar year
- Certain other drugs, as approved by the Company, which are prescribed by a physician or dentist.

All purchases must be made from a registered pharmacist or physician.

#### LIMITATIONS

No reimbursement will be made for expenses resulting from:

- Food or food supplements
- Vitamins except those which can only be purchased on a written prescription
- Cosmetic or hygienic products
- Household remedies
- Experimental drugs
- Delivery charges.

## SUPPLEMENTARY HOSPITAL EXPENSES

In Canada, provincial hospital plans normally pay all charges for standard ward accommodation. The Supplementary Hospital benefit provides for reimbursement of up to 100% of hospital room and board charges, but not more than the difference in cost between standard ward and standard private accommodation for each day in hospital.

## VISION CARE EXPENSES

You may recover up to 100% of the reasonable and customary charges for the following vision care expenses dispensed on the written prescription of a licensed physician or a licensed, certified or registered optometrist or ophthalmologist:

- Eye glasses and contact lenses, including frames or repairs to existing frames and/or lenses, subject to a maximum eligible expense of \$250 (**\$300.00 effective January 1, 2008**) for each insured person, less any amount paid in the previous 24 months.
- **Eye examinations will be covered to a maximum of \$85.00 per visit every 2 years.**
- One set of contact lenses during the insured person's lifetime, subject to a maximum eligible expense of \$200, to improve visual acuity to at least the 20/40 level and such level of acuity is not possible with eye glasses.

## SUPPLEMENTARY HEALTH CARE EXPENSES

Provincial Medicare Plans do not pay for all health costs. This benefit insures some of those expenses not covered by the provincial plans. You may recover up to 100% of the reasonable and customary charges for the following expenses, provided that they have been prescribed by a physician:

- Services rendered in the patient's home by a Registered Nurse (RN) up to \$5,000 per calendar year, less the amount paid for such nursing services in the 2 preceding calendar years.
- Charges which are reasonable and customary for the services of a licensed or registered physiotherapist who does not have an agreement with the Ontario Health Insurance Plan (OHIP) for payment of services.
- Rental or purchase of the following items when authorized in writing by the patient's attending physician and at the option of the Insuring Carrier: a standard-type wheelchair, hospital bed, crutches, cane, walker or other durable medical equipment, as approved by the Company and required for temporary therapeutic use
- Trusses, braces (excluding dental braces) or crutches required as a result of bodily injury which occurred or disease which commenced while insured under this benefit
- Standard type artificial limbs or other prosthetic appliances required as a result of bodily injury which occurred or disease which commenced while insured under this benefit
- Oxygen and blood serum
- Diagnostic laboratory and x-ray examinations
- Emergency ambulance service, including air ambulance, to the nearest hospital equipped to provide the required treatment

- Services of a Speech Therapist up to a maximum of \$100 per insured person per benefit period
- Services of a Clinical Psychologist up to a maximum of \$200 per insured person per benefit period
- Services of a Chiropractor and services of a Masseur Therapist to a maximum of \$500.00 per year per insured person, chiropractic services to be used in conjunction with member's annual OHIP eligibility
- Hearing Aids, including repairs but excluding batteries, up to a maximum of \$400 per insured person per lifetime.
- Moulded Orthotics up to a maximum of \$225 per pair and two pair per calendar year.

You may also claim reimbursement for reasonable and customary charges for the following expenses:

- Accidental Dental: Services of a dentist, including dental prosthesis, required for the treatment of accidental injuries (caused by a direct accidental blow to the mouth and not by an object intentionally placed in the mouth) to natural teeth provided treatment takes place within 3 years of the accident, subject to a maximum of \$500 per accident for replacement of natural teeth
- 50% of the cost of one pair of custom built Orthopaedic boots or shoes, not including replacement, provided the purchase is made on the written recommendation of a podiatrist or a physician
- modifications to shoes which are an integral part of a brace if the expense is incurred as a result of a disease which commenced while insured under this benefit.

You may also claim reimbursement for reasonable and customary charges in excess of the Provincial Health Plan, incurred due to an emergency resulting from sickness or injury while travelling or temporarily residing outside the insured person's province of residence:

- physician's services
- hospital ward accommodation and auxiliary in-hospital services in a general hospital
- medical, surgical and diagnostic services and supplies
- economy airfare to return the patient to the employee's province of residence

You may also claim reimbursement for out-of-province referral services for charges in excess of the Provincial Health Plan, incurred outside your province of residence, provided that medical treatment is not available in the insured person's province of residence and when the attending physician in the insured's province of residence authorizes in writing that such treatment is necessary:

- Hospital ward accommodation and auxiliary in-hospital services in a general hospital, up to a maximum of \$75 per day, for a maximum of 60 days per calendar year
- Reasonable and customary charges for the services of a physician.

## CONTINUATION OF COVERAGE ON TERMINATION

Extended Health Insurance benefits normally cease when your insurance terminates, but if you or any of your insured dependents are totally disabled when your insurance terminates, health benefits for the disabled person will continue during that disability for up to 105 days but only with respect to expenses incurred for the treatment of the disability.

On your death, while insured for this benefit, dependent coverage for your dependents will be continued for 31 days from the date of your death, provided that this benefit continues in force.

## LIMITATIONS

Extended Health Insurance benefits group coverage does not pay for:

- Services normally paid through any provincial hospital plan, any provincial medical plan, Workplace Safety and Insurance Board, other government agencies or any other source.
- Services provided in a chronic care or psychiatric hospital, chronic unit of a general hospital, health spa, or when a patient is confined to a nursing home or home for the aged and receives Ontario government assistance.
- e Dental care (except as outlined under "Accidental Dental").
- e Rest cures, travel for health reasons, insurance examinations or services or supplies for cosmetic purposes.
- Any benefit provided outside Ontario at an amount greater than the reasonable and customary charges for such a benefit, with the exception of allowances for rates of exchange if applicable, as determined by the Insuring Carrier from the date of the last service provided.

SCHEDULE 'D' - RETIREES BENEFIT PLAN

EXTENDED HEALTHCARE:	BENEFIT PLAN
Deductible	0
Co-insurance	100%
Hospitalization	Semi-private after 3 days
Drugs	Formulary (ODB) @ 100%
	Non-Formulary @ 80%
	No Over-the-counter drugs
Ded/or dispensing fee cap	\$5.00 dispensing fee cap
Smoking Cessation Aids	n/a
Private duty nursing	90/8 hr. Shifts
Physiotherapy	To OHIP maximum
Psychologist	\$420/yr
Speech Pathologist	\$260/yr
Masseur	\$15/v 15/v/yr
Chiropractor, etc.	\$500/yr after OHIP max.
Nutritional Counselling	\$500/yr
Hearing Aids	\$300/life
Vision	\$150/24 mos.
Orthopaedics	\$400/yr
Orthotics	\$400/pr 2pr/yr
Out-of-Province	Emergency
Deluxe travel	Yes
Maximum	Unlimited
Overall maximum	Unlimited
Termination	Age 65
<b>DENTAL CARE:</b>	
Plan #	Liberty Health Plan #9
Deductible	0
Co-insurance	100%
Preventive, Endo, Perio,	Included
Surgical, Denture Repairs	Included
Recall	9 months
Co-insurance	n/a
Major Restorative	n/a
Combined maximum	Unlimited
Co-insurance	n/a
Orthodontics	n/a
Lifetime maximum	n/a
Fee Guide	2 year lag
Termination	Age 65