

SOURCE	City		
EFF.	91	01	01
TERM.	91	12	31
No. OF EMPLOYEES	120		
NOMBRE D'EMPLOYES	80		

1991 "UNIT B"

COLLECTIVE AGREEMENT WINDSOR POLICE ASSOCIATION



POLICE SERVICES BOARD FOR THE CITY OF WINDSOR





AMENDMENTS
1991 UNIT "B" AGREEMENT

- SECTION 03-01 - wording change - agency to agent
- SECTION 03-07 - amendment - posting for Notice of Vacancy
- SECTION 07-03 - amendment - "Dominion Day" to "Canada Day"
- SECTION 07-10 - amendment - removal of subsection (a) which read "on retirement up to December 31st, 1990" as no longer applicable
- SECTION 08-09 - amendment - adoption leave
- SECTION 08-11 - amendment - supplementary maternity/adoption pay
- SECTION 14-05(c) - amendment - temporary replacement in higher rank
- SECTION 14-06(a) - amendment - temporary employees
- SECTION 14-10 - new - permanent part-time employees
- SECTION 15-01 - amendment - payment of overtime
- SECTION 15-02 - amendment - payment of overtime deadline
- SECTION 15-03 - delete - no longer applicable
- SECTION 15-04 - re-numbered to 15-03
- SECTION 16-01 - amendment - shift differential
- SECTION 16-02 - new - shift premium for Saturdays and Sundays
- SECTION 17-01 - amendment - service pay for members employed prior to December 31, 1991
- SECTION 17-03 - amendment - service pay pro-rating
- SECTION 17-04 - amendment - meal allowance increased to \$7.50
- SECTION 18-01 - amendment - plainclothes reimbursement to include Special Constables
- SECTION 20-05 - amendment - purchase of protective vest to include Special Constables
- SECTION 21-01 - amendment - cleaning of uniforms to include Special Constables

SECTION 22-03 - *Medical Benefits*
- add **Pit & Fissure Sealants** - effective September 1, 1991
- amend **Vision Care** to \$150 - effective September 1, 1991
- amend **Dental Schedule D** to \$2,000 - effective September 1, 1991
-amend **drug plan** to **OP plan** - effective September 1, 1991

SECTION 22-04 - *new - Nursing Home & Old Age Home Care Plan N4 - effective January 1, 1992*

SECTION 22-04 - *re-numbered to Section 22-05*

SECTION 22-05 - *re-numbered to Section 22-06*

SECTION 23-07 - *amendment - insurance for retirees increased to \$6,000*

SECTION 28-06 - *new - Legal Indemnification re Part VI of the Police Services Act, 1990*

SECTIONS 28-06 to 28-12 - *re-numbered 28-07 to 28-13*

SECTION 30-01 - *Terms of Agreement - one year agreement*

APPENDIX 12 - *Civilian Promotional System*
Sec 2 (a) - Test/Resume
amend - typing/computer test

Sec 3(b)(i) - Typing
Remove "candidates may use typing instrument of their choice"

Amend 2nd paragraph to read "pass from 40 words" to "50 words" for Communicators and C.P.I.C. operators.

Sec 7 (a) - Eligibility
Amend - new members may enter system but cannot be promoted ahead of a permanent applicant.

Sec 8 - Appeal
amend - from seven (7) to five (5) clear days for notice of appeal

1 9 9 1 U N I T " B " A G R E E M E N T

BETWEEN

THE WINDSOR POLICE SERVICES BOARD

- AND -

THE WINDSOR POLICE ASSOCIATION

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1. VIDEO DISPLAY TERMINALS
2. BENEFITS FOR CIVILIAN MEMBERS FOR 1988
3. PART-TIME EMPLOYEES
4. OPTIONAL SERVICE
5. COVERAGE OF MEDICATION NOT COVERED BY OP PLAN

THIS AGREEMENT MADE THIS 9th DAY OF July 1991.

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. (amended 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. (amended 89)

02-05 "%ALL-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 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.

SECTION 4 - CLASSIFICATION AND SALARY SCHEDULE

04-01 *Effective 01 January 1991, and up to and including 31 December 1991, the classifications and salaries shall be those as shown in Schedule "A" hereto attached and made a part of this Agreement.*

SECTION 5 - HOURS OF WORK

05-01 *Subject to the exigencies of 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.*

SECTION 6 - LUNCH PERIOD

06-01 *The lunch period shall be one hour for all members of the Service. (effective April 1, 1990) (amended 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 four (4) years continuous employment.....3 weeks
After ten (10) years continuous employment.....4 weeks
(amended 89)
After seventeen (17) years continuous employment.....5 weeks
(amended 89)
After twenty-three (23) years continuous employment..6 weeks
(Effective 01 January 1990) (amended 89)

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) (amended 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 day, the date to be granted at the discretion of the Chief of Police. (amended & 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. (1-e-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 in the discretion of the Chief of Police, such discretion to be exercised by him consistent with the staffing requirements of the Service. (re-numbered 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. (re-numbered 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. (re-numbered 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. (amended **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)

SECTION 8 - MATERNITY LEAVE

- 08-01 Every female member who becomes pregnant, and has worked continuously for the Service for at least one (1) year and eleven (11) 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 subsection 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.
- OR-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. (amended 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 work. (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 the six (6) months, such employee's vacation entitlement will be reduced by one-twelfth (1/12) for each full month absence. (amended 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 30 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 period 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. (amended 91)*

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 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** his 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 person standing in "locoparentis".*
- 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 his/her family as defined in sub-sections 09-01 and 09-02.*

SECTION 10 - SICK LEAVE ABSENCE

- 10-01 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 10-02 and 10-03 hereof.
- 10-02 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.
- 10-03 Effective August 1st, 1989, the gratuity provisions shall be as outlined in Appendix 7. NOTE: Cadets in the employ of Commission prior to January 1st, 1989 shall not be affected by this Section as set out in Section 12-06 of the Unit "A" Agreement. (new 89)

SECTION 11 - COURT TIME AND OVERTIME

- 11-01 Court time and overtime for all members of the Service shall be in accordance with the provisions of the Overtime Agreement made between the Board of Commissioners of Police and the Association under date of May 4th, 1960, except insofar as the said Agreement is varied by the terms of Sections 12, 13, 14 and 15.

SECTION 12 - OVERTIME OTHER THAN COURT TIME

- 12-01 **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 1/2) 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.
- 12-02 **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 15-02, but this provision shall not apply to the additional one day to be granted at the discretion of the Chief of Police.

- 12-03 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.
- 12-04 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.
- 12-05 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.
- 12-06 CHANGE OF SHIFT
All members of the Service when required to change a shift without having first receive thirty-six (36) hours notice, shall be granted additional compensation by way of four (4) hours pay at the regular rate.
- 12-07 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 12-01, 12-02, 12-03 and 12-04.
- 12-08 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 12-01, 12-02, 12-03 and 12-04.
- 12-09 CENTRAL RECORDS MANAGER
The Central Records Manager shall receive an additional week vacation in compensation for overtime worked as included in this section. (new 86)

SECTION 13 - COURT TIME

- 13-01 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.
- 13-02 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.
- 13-03 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.
- 13-04 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.
- 13-05 A minimum of three (3) hours pay at the regular rate shall be allowed for attendance at a court sitting.
- 13-06 Four (4) hours pay at a 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.
- 13-07 Five (5) hours pay at the regular rate shall be allowed *if* in continuous attendance at a court sitting for three (3) hours and fifteen minutes on the same terms as set forth in sub-section 13-06.
- 13-08 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 13-06.
- 13-09 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,

- 13-10 *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,*
- 13-11 *the member of the Service is required to appear in both morning and afternoon court; and, on the same day, is required to work on a shift ending at or after 11:30 p.m. Three (3) additional hours per court sitting, or,*
- 13-12 (a) *the member of the Service is required to attend court on his/her leave day, which does not include off shift hours, or (re-numbered 89)*
- 13-12 (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 on shift commencing at or after 6:00 p.m. that day shall receive the additional three (3) hours for the afternoon sitting. (new 89)*
- 13-13 *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)*
- 13-14 **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 6:00 p.m. the previous day. In the event he/she is cancelled after 6:00 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. (new 89)
- 13-15 *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) (re-numbered 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. (amended 90)
- 13-16 *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. (re-numbered 89)*

13-17 **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 & re-numbered 89)

13-18 *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 the benefits provided in subsection 12-05 for External Duty, effective at the commencement of the third successive day and for each successive court day thereafter.*

13-19 *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.*

13-20 **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 13 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 14 - PERMANENT AND TEMPORARY ASSIGNMENT IN HIGHER RANKS

14-01 (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.*

14-01 (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.*

- 14-02 (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 & re-numbered 89)*
- 14-02 (b) *Employees in the rank of Communications 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)*
- 14-03 *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 former rank or classification without loss of seniority.*
- 14-04 *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.*
- 14-05 (a) *Replacement for short term absences such as furloughs and sick leave shall be accomplished by divisional seniority within the level affected. Replacement for extended leave periods including maternity leave shall be accomplished by departmental seniority within the level affected. In either case, seniority is to be determined by the length of service in the level, and if equal, Service seniority will prevail. (revised & re-numbered 89)*
- 14-05 (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 & re-numbered 89)*

- 14-05 (c) (i) *The original vacancy may be filled by a qualified employee from the next lower salary level. If the foregoing appointment results in a further vacancy that position may be filled by a qualified employee from the next lower salary level. The same procedure shall be followed for the vacancy which is created in the aforementioned next lower salary level. Vacancies other than the vacancy created in the original salary level and the subsequent vacancy in the next salary level may be filled by a temporary employee. (revised & re-numbered 89) (amended 91)*
- (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)*
- 14-05 (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 & re-numbered 89)*
- 14-05 (e) *Where pursuant to this Section, a short term replacement has been made pursuant to Section 14-05 (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 14-05 (a). (revised & re-numbered 89)*
- 14-05 (f) *The Central Records Utility Clerk shall only replace outside Central Records for extended replacements only. (revised & re-numbered 89)*
- 14-06 (a) _____
The Board may hire temporary employees,
- (i) *to fill vacancies created by the operation of Section 14-05 (c)(i) and (ii).*
- (ii) *for a definite term or task requiring a non-permanent appointment. (amended 91)*
- 14-06 (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)*
- 14-06 (c) *The term "Temporary Employee" shall refer to both "full and part-time temporary employees" unless specified otherwise. (revised & re-numbered 89)*

- 14-06 (d) *Temporary Employees shall not replace full-time employees other than pursuant to Section 14-06 (a)(i). (revised & re-numbered 89)*
- 14-06 (e) *A temporary employee shall not establish seniority. (revised & re-numbered 89)*
- 14-06 (f) *Temporary employee shall be entitled to the following benefits:*
- (i) overtime as provided by Section 12 - paid bi-weekly,*
 - (ii) shift differential as provided by Section 16 - paid bi-weekly,*
 - (iii) court time as provided by Section 13 - paid bi-weekly,*
 - (iv) meal allowance as per Section 17-04,*
 - (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 28, and*
 - (viii) Police College Allowance as per Section 17-06. (revised & re-numbered 89)*
- 14-06 (g) *In addition to the benefits listed in Section 14-06 (f), Full-time Temporary Employees shall be entitled to the following after six (6) months continuous employment:*
- (i) sick leave as per Appendix 8, and*
 - (ii) bereavement leave as per Section 9.*
- 14-07 (a) *After six (6) months continuous service of a Full-time Temporary Employee, such employee shall be eligible for fringe benefits in accordance with the provisions of Section 22 and subsection 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)*
- 14-07 (b) *In the case of a Full-time Temporary Employee who is hired to fill a maternity leave replacement, the application of Section 14-07 (a) will commence after seven (7) months continuous service. (new 90)*

14-08 *Temporary Employees shall be considered probationary employees but are however subject to Section 27 and shall be entitled to receive only those benefits and only be subject to those Sections specifically referred to in this Section. (new 89)*

14-09 *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 14-06 (a) up to and including 14-09 are effective August 1st, 1989.*

14-10 *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 purposes of call-in.*
- (d) *Permanent part-time employees shall be entitled to the following benefits:*
 - (i) *overtime as provided by Section 12 - paid bi-weekly,*
 - (ii) *shift differential as provided by Section 16 - paid bi-weekly,*
 - (iii) *court time as provided by Section 13 - paid bi-weekly,*
 - (iv) *meal allowance as per Section 17-04,*
 - (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 28,*
 - (viii) *Police College Allowance as per Section 17-06,*
- (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 of a Permanent Part-time Employee, such employee shall be eligible for fringe benefits in accordance with the provisions of Section 22 and subsection 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 15 - PAYMENT OF OVERTIME

- 15-01 *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. (amended 91)*
- 15-02 *Accumulated overtime shall not exceed twenty-four (24) hours as of the 31st day of October. Hours in excess of twenty-four (24) hours shall automatically revert to "cash payment". (amended 91)*
- 15-03 *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. (re-numbered 91)*

SECTION 16 - SHIFT DIFFERENTIAL

- 16-01 *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. (amended 91)*
- 16-02 *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 17 - SERVICE' PAY

17-01 All members of the Service, who have been continuously employed by the Board from December 31st, 1991 or prior thereto, shall receive at the first pay date in the month of December service pay, in addition to their regular salaries, in accordance with the following schedule: (amended 91)

Five to nine years (5 to 9)
completed service \$ 80.00 per annum,

Ten to fourteen years (10 to 14)
completed service \$160.00 per annum,

Fifteen to nineteen years (15 to 19)
completed service \$240.00 per annum,

Twenty to twenty-four years (20 to 24)
completed service \$320.00 per annum,

Twenty-five to twenty-nine years (25 to 29)
completed service \$400.00 per annum,

Thirty to thirty-four years (30 to 34)
completed service \$480.00 per annum,

Thirty-five or more years (35 or more)
completed service \$560.00 per annum.
(revised 89)

17-02 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 payable to him/her for the calendar year in which he/she terminates his/her employment.

17-03 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 Pay, such pay shall be pro-rated on the basis of one-twelfth (1/12) for each calendar month worked during that year. (amended 91)

17-04 **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) (amended 91)

17-05 **POLICE COLLEGE ALLOWANCE**
All recruits and Cadets of the Service attending training courses at the Ontario Police College shall receive \$40.00 per week for each week in attendance. (revised 90)

- 17-06 *Members other than recruits and Cadets' attending training courses at a recognized police college shall receive \$40.00 per week for each week in attendance. (revised 90)*
- 17-07 *Members attending other training courses within the Province which extend beyond three (3) weeks shall be entitled to one (1) additional air fare, return.*
- 17-08 **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)

SECTION 18 - PLAINCLOTHES REIMBURSEMENT

- 18-01 *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 \$800.00 per annum or \$3.08 per day for any part thereof. Any personnel regularly assigned to plainclothes duty and eligible for the reimbursement of \$800.00 as aforesaid, if continuously absent by reason of an illness or incapacity for a period exceeding three (3) months may have deducted from said allowance the amount of \$3.08 per day for the period thereafter in which he/she is absent. (amended 91)*

SECTION 19 - EDUCATIONAL ASSISTANCE

- 19-01 *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 20 - UNIFORMS AND EQUIPMENT

- 20-01 *The following uniforms and equipment will be supplied by the Board to Uniform personnel on their recruitment:*

*One tunic and cloth belt,
Two pairs of uniform trousers,
One winter patrol jacket,
One spring and fall patrol jacket,
Six uniform shirts,
One black pull-away tie,
One pair police boots,
One cap with special roll-type brim,*

(contd)

*One pair leather gloves,
One raincoat and cap cover,
One pair winter overshoes, and
One sweater.*
(revised 90)

20-02 *In addition to the foregoing, personnel assigned to motorcycles will be issued:*

Gauntlets, gauntlet "inserts", leggings, clear and sun motorcycle goggles as required.

20-03 *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.*

20-04 *In addition to the foregoing, Cadets shall receive a winter overshoe issue at least once every two years.*

20-05 *The Board agrees to pay one half of the cost of a protective vest up to a maximum of \$275.00 for Cadets and Special Constables who have not been afforded the opportunity to purchase body armour under previous Departmental plan.
Any vest purchased must be with the approval of the Chief.
(new 89) (amended 91)*

20-06 *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:

<i>Tunic (as required)</i>	<i>13 points</i>
<i>Trousers (2 pair)</i>	<i>5 points</i>
<i>Patrol jacket (as required)</i>	<i>15 points</i>
<i>Uniform shirt</i>	<i>1 point</i>
<i>Boots and repair chit (1 per year)</i>	<i>9 points</i>
<i>Oxfords and repair chit (1 per year)</i>	<i>12 points</i>
<i>Winter overshoes (1 per year)</i>	<i>4 points</i>
<i>Hat</i>	<i>2 points</i>
<i>Gloves (maximum 2 pair per year)</i>	<i>2 points</i>
<i>Sweater</i>	<i>5 points</i>

(new 90)

SECTION 21 - CLEANING OF UNIFORMS

21-01 *The Board shall provide Cadets and Special Constables with two (2) uniform cleanings or equivalent when assigned to plainclothes duty, per-month, and all other cleaning as deemed necessary by the officer in charge of the Stores. (amended 91)*

SECTION 22 - MEDICAL SERVICES AND HOSPITAL CARE

22-01 *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 22-02, 22-03, 22-04, 22-05 and 22-06. (revised 86)*

22-02 *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.*

22-03 *The Board shall pay the total cost of the premiums for all members and their dependents enrolled in the Green Shield Prepaid Services Inc. Apoth-a-Care Plan OP (amended 91), Windsor Police Extended Health Plan, as amended 1980 and 1984, and Vision Care Plan 8 as amended in 1991 (\$150), and Green Shield Audio Plan as amended in 1988 and Clinical Psychology (\$1,500) per calendar year as amended 1989, and Pit & Fissure Sealants (new 91).
The Board shall pay the total cost of the Green Shield Deluxe Medex Plan for all members. (new 90)*

22-04 *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)*

22-05 *The Board shall pay the total cost of the premiums for all members and their dependents enrolled in the Green Shield Prepaid Services Inc., Plan 55, as amended 1980. (re-numbered 91)*

22-06 *The coverage shall include:*

Rental Schedule A - unlimited,

Dental Schedule B - unlimited,

Dental Schedule C - 80% coverage to a maximum of \$1,000 per person in twelve (12) consecutive months,

Dental Schedule D - 50% coverage to a maximum of \$2,000 per person in a lifetime (amended 91).

(re-numbered 91)

(contd)

NOTE: Increases and/or additions of following benefits effective September 1, 1991:

- 1) **Bit & Fissure Sealants**
- 2) **Dental Schedule "D" - \$2,000**
- 3) **Vision Care - \$150.00**
- 4) **OP Drug Plan**

SECTION 23 - INSURANCE AND PENSION PLANS

23-01 *Insurance and Pension Plans for members of the Service shall be in accordance with:*

City of Windsor By-Law 156 dated the 5th day of January, 1938, and,

City of Windsor By-Law Number 2577 dated the 18th day of November, 1963, and

Board of Commissioners of Police By-Law 107 dated the 29th day of November, 1963, and

City of Windsor By-Law 4267 dated the 17th day of January, 1972.

23-02 *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*

23-03 *Effective January 1st, 1973, the members 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.*

23-04 *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.*

23-05 *Effective January 1st, 1982, the members pension contribution shall be eight percent (8%) of earnings, so that the maximum member contribution to the Ontario Municipal Employees Retirement 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.*

- 23-06 *Effective January 1st, 1989, any member of the Service may establish "optional service" in the existing pension provision 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 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)*
Letter of Understanding attached re' payment for said service by Commission.
- 23-07 *The Board shall pay the full cost of the premiums for all members of the Service enrolled in:*
- Mutual Life Assurance Company "group life insurance policy 18500C" or successor at a police coverage in the amounts of,*
- \$50,000.00 for each member (effective April 1, 1990)*
(revised 90)
- \$ 5,000.00 for each member's spouse (effective April 1, 1990)*
(revised 90)
- \$ 2,000.00 for each member's eligible child (effective April 1, 1990) (revised 90)*
- \$ 6,000.00 for each retired member (amended 91)*
(re-numbered 89)
- 23-08 *and to include the Accidental Death and Dismemberment (occupational basis) coverage to members of the Service only, to the amount of \$50,000.00 (effective April 1, 1990) (revised 90) (re-numbered 89), and*
- 23-09 *Sun Life Assurance Company "Group Life Insurance Policy, 4386-G", or successor, (presently Mutual Life Assurance Company-group life insurance policy 18500) in accordance with the policy and system presently in effect. (re-numbered 89)*

SECTION 24 - TENDERING

- 24-01 *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 25 - PECUNIARY AID TO WIDOWS

- 25-01 *In the event a Cadet of the Service is killed, or dies of injuries received in the discharge of his duties, the Board agrees to recommend to Council of the Corporation of the City of Windsor the following benefits be paid to his widow.*
- 25-02 *That the Corporation pay annually to the widow of such member, fifty percent (50%) of the difference between the sum of the total awards of the OMERS, Worker's Compensation, Canada Pension and the annual salary of the member of the Service at the time of death, and further,*
- 25-03 *that the payments shall continue until the deceased member would have normally retired or until the widow remarries or until the death of the widow, whichever occurs first, and further,*
- 25-04 *that such payments be based on any future increases in salary the deceased member would have normally received in his classification until normal retirement age, had death not occurred.*

SECTION 26 - ASSOCIATION LEAVE MEETINGS & OFF DUTY

- 26-01 *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.*
- 26-02 *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.*
- 26-03 *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.*
- 26-04 **REGULAR EXECUTIVE BOARD MEETINGS (9:00 A.M.)**
Any member of the Executive Board and 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)
- 26-05 *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)*
- 26-06 **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.

- 26-07 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.
- 26-08 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.
- 26-09 *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 meetings.*
- 26-10 *Members appearing before the Police Services Board in respect to the affairs of the Association shall appear in civilian attire.*
- 26-11 *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.*
- 26-12 *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.*
- 26-13 *Eight (8) 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.*
- 26-14 *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 and 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.*
- 26-15 *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 the 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.*

- 26-16 *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 27 - COMPLAINT AND GRIEVANCE PROCEDURE

- 27-01 *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 27-07 other than in a disciplinary matter, a member who has any grievance or complaint shall forthwith convey to his/her immediate superior (orally or by 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.*
- 27-02 *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.*
- 27-03 *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.*
- 27-04 *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.*
- 27-05 *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.*
- 27-06 *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) their decision in the matter.*
- 27-07 *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 27-08.*

27-08 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.

27-09 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 28 - LEGAL INDEMNIFICATION

28-01 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.

28-02 Notwithstanding clause 28-01, 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 28-01, 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 28-01 hereof, and that such indemnification will not in the opinion of the Board reduce respect for law enforcement in the City of Windsor.

28-03 Notwithstanding clause 28-01, the Board may refuse payment otherwise authorized under clause 28-01 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.

28-04 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 Chief of Police is not joined in the action as a party pursuant to section 24 (1) of the Police Act, and the Chief of Police does not defend the action on behalf of himself and of the member as joint tortfeasers at the Board's sole expense;
- b) where the Chief of Police is joined as a party or elects to defend the action, but the solicitor retained on behalf of the Chief of Police and the member is of the view that it would be improper for him/her to act for both the Chief of Police and the member in that action.

28-05

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.

28-06

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 S. 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)

28-07

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. (re-numbered 91)

- 28-08** *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, (re-numbered 91)*
- 28-09** *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)*
- 28-10** *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 28-02 hereof. (re-numbered 91)*
- 28-11** *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. (re-numbered 91)*
- 28-12** *In the cases of aggravated assault, assault causing bodily harm, or the included offence of ordinary assault, the indemnification referred to in clause 28-01 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 Chairman of the Windsor Police Services Board. (re-numbered 91)*

28-13 *In the event that a dispute arises with regards to the interpretation or application of Section 28, 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 29 - APPENDICES

- 29-01 *The following By-Laws and Agreements to which this Agreement refers are attached to this Agreement as appendices.*
- 29-02 *Overtime Agreement dated May 4th, 1960.*
- 29-03 *City of Windsor, By-Law 980 and amendments thereto, dealing with Sick Leave.*
- 29-04 *City of Windsor, By-Law 6342 and amendments thereto, dealing with Medical Services and Hospital Care.*
- 29-05 *City of Windsor, By-Law 156.*
- 29-06 *City of Windsor, By-Law 2577.*
- 29-07 *Police Commission By-Law 107, all dealing with insurance and pension plans,*

SECTION 30 - TERMS OF AGREEMENT

- 30-01 *This agreement shall remain in force and in effect for a period of one (1) year from January 1st, 1991 to and including the 31st day of December 1991, and thereafter until replaced by a new agreement, decision or award.*
- 30-02 *This agreement shall enure to the benefit of and be binding upon not only the parties hereto but also their respective successors and assigns.*

DATED AT WINDSOR this 27 day of NOVEMBER 1991.

THE WINDSOR POLICE SERVICES BOARD:

Mrs Pat Alexander
CHAIR.

THE WINDSOR POLICE ASSOCIATION:

John W. Mason
PRESIDENT.

A. J. [unclear]
SECRETARY.

SCHEDULE "A"
APPENDIX (I)

1991 SALARY SCHEDULE

GRADE	START		12 MONTHS		24 MONTHS	
	ANNUAL	BI-WEEKLY	ANNUAL	BI-WEEKLY	ANNUAL	BI-WEEKLY
1	24,177.45	929.90	24,831.85	955.07	25,485.08	980.20
2	25,485.08	980.20	26,138.29	1005.32	26,792.71	1030.49
3	28,752.36	1105.86	29,405.58	1130.98	30,059.99	1156.15
4	29,405.58	1130.98	30,059.99	1156.15	30,713.21	1181.28
5	30,713.21	1181.28	31,366.43	1206.40	32,019.65	1231.53
6	32,346.26	1244.09	33,000.67	1269.26	33,653.89	1294.38
7	32,672.86	1256.65	33,326.08	1281.77	33,980.50	1306.94
8	33,979.90	1306.92	34,633.12	1332.04	35,287.53	1357.21
9	35,286.93	1357.19	35,856.94	1379.11	36,426.93	1401.04
10	36,426.93	1401.04	36,996.63	1422.95	37,566.33	1444.86
11	37,566.33	1444.86	38,136.03	1466.77	38,705.73	1488.68
12	39,924.58	1535.56	42,089.44	1618.82	44,254.30	1702.09
13	42,217.14	1623.74	44,382.00	1707.00	46,546.86	1790.26
14	44,919.88	1727.69	47,084.74	1810.95	49,249.60	1894.22
15	47,667.55	1833.37	49,833.76	1916.68	52,000.00	2000.00
16	53,441.61	2055.45	55,765.25	2144.82	59,000.00	2269.23

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

SCHEDULE "A"
APPENDIX (II)

1991 SALARY SCHEDULE

CADETS	ANNUAL	BI-WEEKLY
Grade X and XI	\$24,781.01	\$ 953.12
Grade XII	\$27,260.54	\$1,048.48
Grade XIII	\$28,744.50	\$1,105.56

SCHEDULE "A"
APPENDIX (III)

POSITIONS WITHIN THE CIVILIAN SALARY GRADES

GRADE 1

FILE CLERK - CENTRAL RECORDS
RECEPTIONIST - CENTRAL RECORDS

GRADE 2

COURT INFO CLERK - CENTRAL RECORDS
INSURANCE REQUEST CLERK - CENTRAL RECORDS

GRADE 3

INVESTIGATION DIVISION CLERK

GRADE 4

ADULT RECORDS CLERK
COMMITTAL WARRANT CLERK
INVESTIGATION DIVISION RECEPTIONIST
YOUNG OFFENDER CLERK

GRADE 5

TRAFFIC COURT CLERK
COURT SERVICES CLERK
CENTRAL RECORDS REPLACEMENT CLERK

GRADE 6

ADMINISTRATION SECRETARY
BENEFITS **CLERK**
DATA ENTRY CLERKS
PATROL DIVISION SECRETARY
ACCOUNTING **CLERK**
INTELLIGENCE **CLERK**
SUPERINTENDENT SECRETARY
INTELLIGENCE MONITORS

GRADE 7

CASE MANAGEMENT COORDINATOR
CRIMINAL RECORDS & CLEARANCE CLERK
FIREARMS CLERK
PERSONNEL CLERK
TRAFFIC BRANCH CLERK
SUPPORT SERVICES CLERK
STATISTICS CLERK
DATA ENTRY TRAINER

GRADE 8

CHIEF/BOARD SECRETARY
C.P.I.C. OPERATORS
STORES, CLERK

GRADE 9

SPECIAL 'CONSTABLES COURTS
PHOTO LAB TECHNICIAN
PROPERTY ROOM CLERK

GRADE 10

CELL CONTROL OFFICER
DATA ENTRY SUPERVISOR
CENTRAL RECORDS SUPERVISOR

GRADE 11

SPECIAL CONSTABLES SUPERVISOR
COMMUNICATORS
IDENTIFICATION TECHNICIAN
INTELLIGENCE ANALYST
CPIC VALIDATOR/SUPERVISOR
VOLUNTEER COORDINATOR

GRADE 12

COMMUNICATIONS SUPERVISORS
PRODUCER VIDEO UNIT

GRADE 13

PROGRAMMER/ANALYST

GRADE 14

VICTIM REFERRAL

GRADE 15

PLANNING & RESEARCH ANALYST

GRADE 16

FINANCIAL SUPERVISOR
CENTRAL RECORDS MANAGER
COMPUTER SERVICES MANAGER

NOTE:

Positions may change during the term of contract due to possible re-evaluations.

APPENDIX 1

THIS AGREEMENT made (in quadruplicate) this
4th day of May A.D. 1960.

BETWEEN:

THE BOARD OF COMMISSIONERS OF POLICE

OF THE CITY OF WINDSOR

hereinafter called the "Board"

Of the First Part:

- and -

WINDSOR POLICE ASSOCIATION

a body corporate with Head Office at
the City of Windsor, hereinafter called
the **Association

Of the Second Part:

WHEREAS the Board and the Association have agreed that the members of the City of Windsor Police Force shall be compensated and paid for accumulated overtime credits which includes overtime work and court attendance as hereinafter provided:

AND WHEREAS the Council of the City of Windsor did on the 3rd day of June 1957, pass By-Law number 1666, authorizing the payment of witness fees for attendance and appearance in all Courts except the Magistrates' Courts of the City of Windsor and County of Essex, and the Family and Juvenile Courts of the City of Windsor and County of Essex, to members of the City of Windsor Police Force, and the payment of certain other witness fees to the Treasurer of the Corporation of the City of Windsor to be used as provided in the said By-Law:

AND WHEREAS the Board and the Association have agreed that the monies to the credit of "Police Overtime Suspense Account 332" will be applied and used to pay accumulated overtime credits as hereinafter provided:

AND WHEREAS the agreement dated the 23rd of May 1957, between the Board and the Association with respect to accumulated overtime credits shall be deemed to have been terminated as of the 31st day of December 1959.

WOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, the Parties hereto have agreed as follows:

1. THAT as and from the 1st day of January 1960, each and every member of the Police Force of the City of Windsor shall be allowed to receive and keep for his own use, all witness fees to which each of the said members may be entitled for attending and appearing as witnesses in all Courts except the Magistrates' Courts of the City of Windsor and County of Essex, it being understood and agreed that no member of the said Police Force shall be entitled to any overtime as a result of attending or appearing in the said Courts except the Magistrates' Courts of the City of Windsor and County of Essex as witnesses.

2. THAT as and from January 1st, 1960, the overtime pay account of each member of the said Police Force except the Inspectors and Lieutenants of the Detective and Service Divisions who shall receive one week's vacation in full compensation for overtime other than court attendance, shall be credited with an amount equal to the hours of overtime work multiplied by the hourly rate earned by each such Officer at the time such overtime work was performed. All members shall be credited with one hour's overtime for any part of an hour worked in excess of 30 minutes but under a full hour and shall receive no credit for any part of an hour of overtime worked less than 30 minutes.

3. THAT for attendance and appearances as witnesses in the said Magistrates' Courts and Family and Juvenile Courts, overtime shall be allowed and credited to each member of the said Police Force (a minimum of two (2) hours shall be allowed) at the prevailing hourly rates earned by the said members so attending and appearing during off duty hours.

4. THAT as and from the 1st day of January 1960, the court attendance in Magistrates' Courts of the City of Windsor and County of Essex and the Family and Juvenile Courts of the City of Windsor and County of Essex by each plainclothes member of the Force will be individually and separately calculated at the prevailing rate of pay at the time of such attendance during off-duty hours. At the end of each year the said plainclothes members will and will be permitted to carry forward as a credit into the next ensuing year an amount equal to forty (40) hours multiplied by the hourly rate each member is being paid as of the 31st day of December in the immediately preceding year. Any Court credits in excess of forty (40) hours for the calendar year shall be paid for.

5. THAT as and from the 1st day of January 1960, overtime work by each plainclothes member, except the Inspectors and Lieutenants of the Detective and Service Divisions, will be individually and separately calculated at the prevailing rate of pay at the time such overtime work is performed. The first forty (40) hours or portion thereof so accumulated in any calendar year shall be compensated for in time off. Any overtime in excess of the forty (40) hours referred to shall be paid for.

6. THAT at the end of each year, each Uniformed Member of the Police Force will and will be permitted to carry forward as a credit into the next ensuing year, an amount equal to forty (40) hours multiplied by the hourly rate each member is being paid as of the 31st day of December in the immediately preceding year. Any credit in excess of forty (40) hours for the calendar year shall be paid for.

7. THAT members of the said Police force be compensated and paid for all overtime credited to their respective overtime pay accounts after they have been compensated as hereinbefore provided, as follows:

- (a) At the option of the Chief Constable, in time off, such time to be charged to each member's overtime pay account at the hourly rate of pay earned at the time such time off is given, provided that no officer may be directed to take time off as herein provided unless he has in excess of forty (40) hours of overtime standing to his credit in the overtime pay account and that in such event he may be directed to take only such time off as is in excess of forty (40) hours.
- (b) At the option of the Board, in cash at or prior to retirement or separation.

8. THAT all witness fees paid to the Treasurer of the City of Windsor, pursuant to said By-Law Number 1666 and any amendments thereto, to the credit of "Police Overtime Suspense Account 332" shall be paid out by the said Treasurer on the authorization of the Board, and the certificate of the Chief Constable, pursuant to the terms of this agreement in January of each ensuing year during the term hereof commencing in January, 1961.

9. IF the said fund so created by the said By-Law Number is insufficient in any year to pay the full amount of the compensation and payments of overtime to which the said members of the Police Force are entitled as herein provided, then the Board hereby agrees to budget for such deficit in the ensuing year, and if possible to compensate each member for the amount that such member has not been compensated for in excess of forty (40) hours by either time off or cash within the first six (6) months of each ensuing year.

10. THE term of this agreement shall be for one (1) year from the first day of January 1960 to the 31st day of December 1960, and shall continue in force and effect from year to year thereafter unless it is terminated by either party hereto giving to the other party hereto one week's notice of termination in writing, after the first day of January in any year and before the 31st day of January next ensuing..

11. IN WITNESS THEREOF this agreement is signed by the Chairman of the said Board, and there has been duly affixed thereto the Corporate seal of the said Board, and the Association has affixed its Corporate seal duly attested by the hands of its proper Officers in that behalf.

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

JOSEPH A. LEGRIS
CHAIRMAN

WINDSOR POLICE ASSOCIATION

VICTOR F. BRANCH
PRESIDENT

ANDREW L. PRECOP
SECRETARY

APPENDIX 2

**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 other 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 than 1 1/2 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 the approval of the City Manager, be allowed sick leave absence for not more than thirty (30) days at any 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 not apply to a temporary employee. (amended - B/L 4053)

(c) Where an employee is absent due to an accident and is in receipt of Workman's Compensation and the municipality makes up the 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 day for each such day's absence. (amended by By-Law 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's 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 superior during the first day of which such employee is absent from his 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 with the Corporation from time to time, and such interest shall be payable 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

Si G

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 14, 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 (3)

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 and 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 an 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 such 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 mentioned 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 his 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 contest 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.*

F. Wansbrough

MAYOR

J. B. Adamac

CLERK

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

APPENDIX (4)

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 the 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

BILL NO. 133 1963

APPENDIX (5)

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 the 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

(Sinned.) E. J. Adamac

CLERK

First reading - November 18, 1963

Second reading - November 18, 1963

Third reading - November 18, 1963

APPENDIX (6)

**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 the 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 Corporation of the City of Windsor as a single employer under the 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 passed this 29th day of November, A.D. 1963

APPENDIX (7)

SICK LEAVE GRATUITY - SECTION 10

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 and 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 with the banking of 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 11/31 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 (8)

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.*
2. (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.*
2. (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.*
2. (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 98 (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 (9)

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 with impaired 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 aid 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 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 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 (10)

GREEN SHIELD CANADA
OUT-OF-PROVINCE PLAN

1) OUT-OF-PROVINCE COVERAGE REFERS TO:

- a) *Medical-surgical, hospital, or emergency air ambulance expenses incurred as a result of accidental injury or emergency medical services while travelling in Canada (out of the Province of residence), the United States, or any other country.*
- b) *Medical-surgical or hospital expenses incurred as the result of a referral to a physician or hospital outside the Province of residence by the patient's attending physician in his own Province.*

2. BENEFITS:

This benefit will provide the reimbursement for Out-of-Province hospital, medical-surgical and emergency air ambulance expenses as follows:

- a) *Hospital charges for covered services in semi-private accommodation that are in excess of the amount payable by the Provincial Government Health Plan.*

For example: Employee has a billing from Florida for \$1,375.00:

<i>Hospital charge</i>	<i>\$1,375</i>
<i>Provincial Plan pays</i>	<i>\$ 600</i>
	<i>\$ 775</i>
<i>Green Shield Semi-Private pays</i>	<i>\$ 45</i>
<i>Green Shield Out-of-Province pays</i>	<i>\$ 730</i>

- b) *Medical-surgical expenses for services of a legally qualified physician or surgeon rendered outside of the Province of residence of the patient when the fees for such services are in excess of the amounts allowed by the Provincial Government Health Plan.*

Limitations for Hospital & Medical-Surgical Benefit:

- i) *The hospital, surgical or medical services must be incurred as a result of accidental injury or emergency, or referral for medical care by the patient's attending physician while this coverage is in force. A letter from the attending physician and the Provincial Health Plan Authorization is required by Green Shield Canada stating the reason for referral,*

- ii) *The particular hospital service 'must be provided as a benefit under the ward coverage of the Provincial Government Health Plan.*
- iii) *Excess hospital, surgical or medical fees will only be allowed as eligible expenses to the extent that they are reasonable and customary in the area where the covered services are received.*
- iv) *To be eligible for reimbursement, a fee for the particular medical-surgical service provided must be set out in the schedule of eligible services provided under the Provincial Government Health Plan in the Province of which the patient is a resident.*
- (v) *The maximum amount of the medical-surgical reimbursement will be equal to the difference between the payment under the Provincial Government, Health Plan where the patient is a resident, and the reasonable and customary charge in the area where the service was rendered, as determined by Green Shield Canada.*

For example:

The fee billed by a physician outside the Province is \$100. The subscriber's Provincial Health Plan allows only \$50. Green Shield Canada will reimburse the subscriber the balance of \$50 if the charge is reasonable and customary in that area.

- vi) *Only benefits for which reimbursement has been made by or received from the Provincial Government Health Plan and the supplementary hospital plan (semi-private accommodation) in the patient's Province of residence will be eligible for reimbursement towards excess charges for Out-of-Province, hospital, medical and surgical services.*
- vii) *No reimbursement will be made for expenses incurred for private accommodation.*
- viii) *Reimbursement shall not be made in respect to any eligible expense unless a claim is filed as provided within eighteen (18) months from the date the eligible expense was incurred.*

c) Emergency Air Ambulance Expense:

When it is medically necessary for a covered patient to travel by an air ambulance from a location in North America to the patient's Province of residence, the subscriber will be reimbursed for the amount charged to the

patient and, when necessary, for the air fare of an accompanying medical attendant.

Limitations for Emergency Air Ambulance Expense:

- i) There must be a demonstrated need for the patient to be confined to a stretcher or for a medical attendance to accompany the patient during the journey.
- ii) The patient must be admitted directly to a hospital in the patient's Province of residence.
- iii) The patient's Provincial Government Health Insurance Plan must make a payment towards the cost.
- iv) Medical reports or certificates from both the dispatching and receiving physicians must be submitted.
- v) Proof of payment including air ticket vouchers of air charter invoices must be submitted.

3. SUBROGATION:

In the event of any payment under this plan, Green Shield Canada shall be subrogated to all the covered person's rights for recovery against any person or organization except against insurers on policies of insurance issued to and in the name of the covered person, and the covered person shall execute and deliver such instruments and papers as may be required and do whatever else is necessary to secure such rights.

4. CO-ORDINATION OF BENEFITS:

Co-ordination of benefits will be administered in conjunction with all other health care plans for which the patient is eligible.

MEDEX

A WORLDWIDE MEDICAL ASSISTANCE SERVICE

Now you can travel anywhere in the world without worrying about what to do in case of a medical emergency. Through Medex, an international medical service organization, you can get help whether you're 100 miles or 10,000 miles from home.

MEDEX assistance services are available to enhance your Out-of-Province Hospital and Medical benefits,

HERE IS HOW MEDEX WORKS FOR YOU (IF YOU WISH):

NOTE: You must always be able to provide your Green Shield identification card and your Provincial Health Insurance Plan number.

- a) When you are experiencing a medical emergency, dial the appropriate toll free number which appears on the pamphlet. Quote your MEDEX group number and Patient number from your Green Shield identification card and explain your medical emergency.
- b) A multilingual MEDEX Assistance Specialist will provide translation services and direction to the best available medical facility or physician which can provide the appropriate care.
- c) Upon admission to a hospital or when attending a physician for major emergency treatment, MEDEX will guarantee the provider (hospital, clinic, or physician), that you have both Provincial Health Insurance (O.H.I.P. for Ontario residents), and private Out-of-Province insurance through Green Shield Canada.
- d) For major health expenses, most hospital and physicians will then bill your Provincial Health Insurance Plan and Green Shield Canada for the cost of your medical treatment.
- e) MEDEX physicians will follow your medical 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.

ALWAYS CARRY THESE TELEPHONE NUMBERS WITH YOUR GREEN SHIELD SUBSCRIBER'S CARD AND YOUR GOVERNMENT HEALTH INSURANCE IDENTIFICATION CARD. CALL MEDEX ONLY WHEN YOU ARE EXPERIENCING A MEDICAL EMERGENCY.

ANY OTHER INQUIRIES PERTAINING TO YOUR COVERAGE OR YOUR CLAIM ARE TO BE DIRECTED TO GREEN SHIELD CANADA (510) 255-1133.

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GROUP #787
CALL MEDEX

MEDEX Assistance Coordination Centers, Call 24 Hours Daily

TOLL FREE

From Within United States and Canada
1-800-527-0218

United Kingdom, Brighton, England
44-273-202141

From Within West Germany
0130-4283

Hong Kong
852-5-201080

Outside U.S.A. Baltimore Maryland
301-321-4426

From Within Mexico
95-800-010-0061

From Within France
0527-7592

Japan Tokyo
81-3-3469298

From Within Australia
008-033-102

OR CALL COLLECT

APPENDIX (11)

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 (12)

CIVILIAN PROMOTIONAL SYSTEM

1. PHILOSOPHY

The Windsor Police Service Promotion 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 level to any level 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 (2.5 points per year to a maximum)	30 points

TOTAL

100 POINTS

2. (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. (amended 91)

2. (a) (i) Category I

Comprised of the following jobs:

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

2. (a) (ii) Category II

All other jobs not described in Paragraph 2 (a)(i).

3. TESTING

3. (a) Category I: Resume

Candidates applying for promotion or a change in level to 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.

3. (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 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.

3. (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.

3. (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.

3. (b) Category II:- Test

3. (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. (amended 91)

Candidates applying for Communicator or C.P.I.C. Operator are required to pass with a score of 50 words a minute and candidates applying for any other position in Category II are required to pass with a score of 50 words a 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 level lower than their current level. (amended 91)

3. (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.

3. (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.

3. (d) Harks Good for 3 Years

Test marks will be valid for a three (3) year period. A candidate may write the test every year, if they so desire, and the highest mark scored within the 3 year qualification period is the mark that will prevail.

3. (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. C

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.

4. (a) Job Performance Criteria

Job Performance will be evaluated on the following criteria:

Skill and Knowledge
Work Habits
Interpersonal Relationships
Analyzing Situations and Judgement
Initiative
Attitude

4. (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.

4. (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.

5. (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 fulfil their duties and Service goals;*
- (vi) ability to form answers to situation questions;*
- (vii) ability to communicate thoughts, ideas and answers;*
- (viii) creativity;*
- (ix) potential for personal and professional development.*

5. (b) Interview Evaluation

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

5. (c) Interview Evaluation Form

The Interview Panel shall complete their evaluations on the "Interview Evaluation Form".

6. SENIORITY

Each member shall be given 2.5 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.

7. GENERAL

7. (a) Eligibility

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

7. (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.

7. (c) Identical Scores

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

7. (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.

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

7. (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 with 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. (amended 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:

"VIDEO DISPLAY 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

/lj

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.

**WINDSOR BOARD OF COMMISSIONERS
OF POLICE**

WINDSOR POLICE ASSOCIATION

PER: (signed) J. WHITESIDE

PER: (signed) J. U. 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 day of A.D. 1989.

TO: WINDSOR POLICE ASSOCIATION

Notwithstanding Section 23-06, the Board of Commissioners of Police have agreed that those members in the employ of the Commission prior to June 30th, 1989 and entitled to past service according to O.M.E.R.S. will be given past service based on a pro-rata basis to an amount equal to seventy-five (75%) percent of the member's eligible time or \$215,000.00, whichever is less.

The Board further agrees to assume the past service costs to a maximum of \$215,000.00 or seventy-five (75%) percent, whichever is lesser.

After the final implementation of this benefit, members will be able to establish optional service as per Section 23-06 of the Collective Agreement.

DATED at Windsor, Ontario, this day of A.D. 1989.

THE BOARD OF COMMISSIONERS OF POLICE
FOR THE CITY OF WINDSOR

(signed) J. WHITESIDE

WINDSOR POLICE ASSOCIATION

(signed) JOHN W. MOOR

(signed) HARRY DEJONG

LETTER OF UNDERSTANDING given this 27 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 27 day of NOVEMBER, A.D. 1991.

THE WINDSOR POLICE SERVICES BOARD

Mrs Pat Alexander

CHAIR

