

SOURCE	<i>Association</i>	
EFF.	<i>29</i>	<i>01/01</i>
TERM.	<i>30</i>	<i>12/31</i>
No. OF EMPLOYEES	<i>600</i>	
NOMBRE D'EMPLOYÉS	<i>D.S.</i>	

THE 1989-1990 AGREEMENT
 (ACTIVE POLICE PERSONNEL)



BETWEEN:

Dep. Surrendered

THE HAMILTON-WENTWORTH REGIONAL BOARD OF COMMISSIONERS OF POLICE

- and -

THE HAMILTON-WENTWORTH POLICE ASSOCIATION

Effective: January 1, 1989
 Expires: December 31, 1990

Jan 16 1989

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THE 1989-89 AGREEMENT

(ACTIVE POLICE PERSONNEL)

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- m a d e i n **quadruplicate** and entered into as of the
19th day of JULY, 1989.

B E T W E E N

**THE HAMILTON-WENTWORTH REGIONAL
BOARD OF COMMISSIONERS OF POLICE**

(hereinafter called "**the Board**")

OF

THE FIRST PART.

- and -

THE HAMILTON-WENTWORTH POLICE ASSOCIATION

(hereinafter called "**the Association**")

OF

THE SECOND PART

WHEREAS the Board and a Bargaining Committee of the Hamilton-Wentworth Regional Police Force are empowered under Section 29 of The Police Act, being Chapter 381 of The Revised Statutes of Ontario, 1980, as amended, to bargain for the purpose of coming to an agreement in writing, defining, determining and providing for remuneration, pensions, sick leave credit gratuities, grievance procedures or working conditions of the Members of the Hamilton-Wentworth Regional Police Force below the rank of Inspector, except such working conditions as are governed by a regulation made by the Lieutenant-Governor-in-Council under The Police Act, and

WHEREAS the Board and the Bargaining Committee of the Hamilton-Wentworth Regional Police Force have agreed to enter into these presents in respect of the years 1989-90 for the purpose of defining, determining and providing for remuneration, pension, sick leave credit gratuities, grievance procedures and working conditions of the said members of the Hamilton-Wentworth Regional Police Force below the Rank of Inspector.

NOW, THEREFORE, THIS AGREEMENT BETWEEN THE BOARD AND THE ASSOCIATION WITNESSETH AS FOLLOWS

ARTICLE 1

PURPOSE AND SCOPE

1. **Purpose**

- (1) The purpose of this Agreement is to define, determine and provide in writing for remuneration, pensions, sick leave credit gratuities, grievance procedures and working conditions for the years **1989-90** of Members of the Hamilton-Wentworth Regional Police Force, below the rank of Inspector, as hereinafter defined, except such working conditions as are governed by a regulation made by the Lieutenant-Governor-in-Council under The Police Act.

Scope

- (2) Provisions of this Agreement apply to the Police Officers of the Hamilton-Wentworth Regional Police Force below the Rank of Inspector, who are hereinafter referred to as Member or Members, whichever is the case.

- (3) The Board

- (a) recognises that the Members are actively engaged in the maintenance of **law and** order in The Regional Municipality of Hamilton-Wentworth

(i) which is an essential public service, and

(ii) which, because of it being vital to the health, safety and welfare of the people of The Regional Municipality of Hamilton-Wentworth,

requires not only the total dedication of each Member of such Police Force, but as experience has established, the performance of duty under conditions that are hazardous to the personal safety of the Member, and

- (b) agrees not to interfere with the rights of Members of the Hamilton-Wentworth Regional Police Force to become Members of the Association and that there will be no discrimination, interference, restraint or coercion by the Board, or any of its Members,

against any Member because of his connection with the Bargaining Committee of the **Hamilton-Wentworth** Regional Police Force or the Association, and

- 7/1
- (c) agrees that there is to be no discrimination against any person in the employing or continuing to employ because of race, creed, colour, nationality, ancestry, or place of origin of **any** person, and
 - (d) **recognizes** and accepts the provisions of this Agreement as binding upon itself and upon each of its Members and pledges that it and each of its Members will observe the provisions hereof.
- (4) The Association
- (a) **recognizes** that the Board has the responsibility under The Police Act
 - (i) to govern, regulate and control the working conditions of the Police Force so as to not only furnish an essential public **service** that is vital to the health, safety and welfare of the people of the Regional Municipality of Hamilton-Wentworth, and
 - (ii) to ensure that such described service is furnished without interruption, and
 - (b) agrees that it will not intimidate or **coerce** any Member into membership in the **Association**, and
 - (c) agrees that there is to be no **discrimination** against any Member of the Association because of race, creed, colour, nationality, ancestry or **place** or origin, and
 - (d) **recognises** and accepts the provisions of this Agreement as binding upon each of its Members and upon itself and pledges that it and each of its Members will observe the provisions hereof.

ARTICLE II

SALARIES

2. Salaries

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The annual salaries for Members for the years 1989-90 are to be in accordance with the salaries specified in the provisions of Schedule "A" attached hereto and forming part of this Agreement.

ARTICLE III

H O U R S .

3. Hours of Work

(1) Each Member of the Police Force is to perform such police duties as are assigned, from time to time, to him or her and in any event, such duties subject to the exigencies of the service, are to be performed in each week,

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- (a) (i) for five (5) consecutive days, and
- (ii) for forty (40) hours, but

In each period of eight (8) hours of police duties, all hours worked on an assigned shift will be consecutive hours, and subject to the exigencies of the service, there is to be an interval of one (1) hour allowed for lunch, or

- (b) (i) For members working a twelve (12) hour shift schedule the normal hours of work shall be:

Day Shift: 0700 to 1900 or
0800 to 2000 and

Night Shift: 1900 to 0700 or
2000 to 0800 and

In addition a portion of the Platoon scheduled to work the night shift may be required to work 1600 to 0400 hours as a regular night shift.

In each period of twelve (12) hours of Police Duties all hours worked on an assigned shift will be consecutive hours and, subject to the exigencies of the service, there are to be two (2) intervals

for lunch. The lunch periods (one period during the first six (6) hours and the other during the second six (6) hours) shall be composed of one (1) - sixty (60) minute period and one (1) - thirty (30) minute period, and

(ii) Where the exigencies of the service do not permit a member to take a lunch period, the member will qualify for additional payment for the missed lunch-period, provided the member's supervisor's **authorization** has been obtained, at straight time. Such time entitlement shall be compensated in keeping with Articles 3(4), (7) and (8).

(c) A Member who works a twelve (12) hour shift schedule will work an average of forty-two (42) hours per calendar week. Hours in excess of the normal forty (40) hour work week are credited as "accrued time". A Member may accumulate or lose accrued time credits depending upon the number of hours worked in a calendar week.

A Member assigned to annual leave, special leave, a training course of one (1) week or more, or when on sick leave or Workers' Compensation in excess of one (1) complete calendar week or more shall not earn or lose accrued time.

The following paragraphs in Article 3(1)(c) shall cease to have effect after December 31, 1989, unless the provisions of Article 4.10 are not continued after the trial period as set out in paragraphs 1 and 2 of the Letter of Understanding.

Accrued time credits must be taken as time off and shall be taken at the discretion of the Member, subject to the exigencies of the service and the following conditions:

(i) For the purposes of controlling this accrued time, the year shall be divided into halves, with the earned time (up to fifty-two (52) hours per half) to be taken off by agreement between the Member and his supervisor, and

(ii) The Member forfeits control of accrued credits within the six (6) weeks prior to the termination of each half. The time remaining shall be designated by the supervisor and the time so designated shall be given off in a minimum of four (4) hour blocks. Any time not given off, due to the exigencies of the service, shall be moved into the next half and shall be taken at the discretion of the supervisor.

- (2) A Duty List is to be posted at each Police Station in The Regional Municipality of Hamilton-Wentworth not less than three (3) weeks in advance of the operative date thereof. Once posted, and subject to the exigencies of the service, the list is not to be altered without the knowledge of the Member.

Overtime

- (3) In any twenty-four (24) hour period time worked in excess of eight (8) hours or twelve (12) hours where the Member is on a twelve (12) hour shift schedule, is to be classified as overtime and paid in cash or to receive ~~lieu time~~, at the option of the Member, at the rate of ~~one and one-half (1-1/2)~~ ⁴ times his or her normal hourly rate of pay. This section is to be interpreted:
- (a) to not include police duties performed in excess of eight (8) hours in any twenty-four (24) hour period if it results from a "shift change over" or an "exchange of shifts", and
 - (b) to include time worked in excess of eight (8) hours when a Member attends Court on a regularly scheduled day shift and the Court period extends beyond the regularly scheduled finishing time, and
 - (c) to include, when a Member is required to attend Court within two (2) hours prior to a regularly scheduled shift.
 - (d) Where a Member participates during off-duty hours in the Ontario Police College examinations for promotional purposes, the Member shall be paid five (5) hours at straight time, upon successful completion of the test. The provisions of Article III subsections (3) and (6) do not apply. Where a Member is awarded compensating time off within twenty-four (24) hours of the test then the total of time granted and payments shall equal five (5) hours. (Effective July 19, 1989)
- (4) A Member is required to file, in the month of December in each year, an election, with the Chief of the Hamilton-Wentworth Regional Police as to whether he will accept time off or cash in payment of his or her accumulated hourly credits for the succeeding year for overtime.
- (5) A Member who performs his or her regular police duties for a continuous period which includes two (2) hours in

addition to his/her regularly scheduled shift, is entitled to receive:

- 3906 / 050 (a) for such period, a meal allowance of Five dollars (\$5.00), and
- (b) for each succeeding period of five (5) continuous hours, a meal allowance of Five dollars (\$5.00).

- (6) When a Member is called in by a command or supervisory officer during his or her off-duty hours to perform any police duty that is directly or indirectly connected with the Police Force such recall, except where he or she is called in for disciplinary reasons under the provisions of The Police Act, is to be classified as overtime and each such Member is to be paid in cash or to receive in lieu time, at the option of the Member, at the rate of one and one-half (1-1/2) his or her normal hourly rate of pay for all such hours of duty, with a minimum of four (4) straight time hours of pay.
- (7) All cash payments in respect of overtime are to be accumulated to the Member's credit and are to be paid in cash to such Members quarterly in the subsequent month.
- (8) Where a Member has, at November 30th in any year, time off credited to him or her in respect of overtime, such credits will be paid in cash to the Member in that year.

ARTICLE IV

VACATIONS WITH PAY

4. Annual Vacations With Pay

- (1) Each Member is to receive in each year as annual vacation with pay as follows:

- (a) Members whose employment ceases before the completion of one (1) year of service are to receive four per cent (4%) of their respective earnings for such service exclusive of overtime and court time, and

- 54 / 01-02 (b) Members with not less than one (1) year of service are to receive two (2) weeks vacation with pay, and
- 03-03 (c) Members with not less than three (3) years of service are to receive three (3) weeks vacation with pay, and

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(d) Members with not less than ten (10) years of service are to receive four (4) weeks vacation with pay: (Effective January 1, 1990, Members with not less than nine (9) years of service are to receive four (4) weeks vacation with pay), and

16-05

(e) Members with not less than sixteen (16) years of service are to receive five (5) weeks vacation with pay, and

22-06

(f) Members with not less than twenty-two (22) years of service are to receive six (6) weeks vacation with pay, and effective in a Member's twenty-sixth (26th) year and for every year thereafter through to his twenty-ninth (29th) year, a Member shall receive one (1) additional day of vacation time for each year of service until Article 4(1)(g) takes effect, and

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Members with not less than thirty (30) years service are to receive seven (7) weeks vacation with pay, and

30-07

(h) Members in their retirement year are to receive two (2) additional weeks vacation with pay.

(2) 550

Service in the calculation of all vacation benefits is to be calculated from the date of employment and the Member's full entitlement for the calendar year commences January 1st.

(3) The vacation period of any Member

(a) (i) is to be based on a normal work week, and the normal vacation signing period is to commence from the first Sunday of each calendar year, and

(ii) in scheduling a vacation period for the purposes of court appearance only, the vacation period of any Member is to be based on a standard forty (40) hour, five (5) day work week, and includes any scheduled days off that coincide with the annual vacation period and are identified as days off on the posted duty list. The provisions of 4(6) do not apply to the scheduled days off as described in this paragraph.

(b) is to be taken on the basis of his or her seniority as scheduled from time to time by the Chief of the Hamilton-Wentworth Regional Police Force and in the

event that the principle of seniority is not adhered to or that the Scheduling is not acceptable to the Association, such matters may be the subject of a grievance within the terms of this Agreement.

- (c) A Member may at his/her discretion take one (1) week of vacation entitlement and use it one (1) day at a time subject to the exigencies of the service.
- (4) The vacation pay for any Member is to be based upon the normal weekly salary paid per week to him or her but does not include overtime, court time, shift premium, or other increments.
- (5) When a statutory holiday occurs during the vacation of a Member, the said Member is entitled to an additional day of vacation with pay but a Member is to receive such additional day or days at a time or times that is or are subject to the exigencies of the service.
- (6) Subject to Article VII, a Member who is required to return to police duties or Court duties from an annual vacation
 - (a) is to receive a minimum, of two (2) days off, (16 hours if on a 12 hour shift schedule), with pay, to compensate for the loss of any day or part of a day in such vacation and which time off may be taken at the option of the Member, subject to the discretion of the Chief of Police and the exigencies of the service, and
 - (b) is to be reimbursed in cash for all reasonable travelling expenses (transportation, accommodation, meals or other appropriate expenses) incurred as a result of such required return to police duties and the Member shall provide receipts where practicable.

Vacation Pay on Retirement or on Separation from Service

- (7) (a) A Member who retires within the provisions of the City of Hamilton Pension By-law Number 7970, as amended to the date of this Agreement and entitled "A By-law to Establish the Hamilton Municipal Retirement Fund", or under the Ontario Municipal Employees Retirement System or on separation from service,
 - (i) If he or she has qualified under the term of this Agreement for seven (7) weeks vacation with pay in his or her year of retirement or

separation from service, is entitled in such event to receive such vacation with pay plus fourteen per cent **(14%)** of his or her normal rate of **pay** earned during the period commencing January 1 in his or her year of retirement or separation from service to the effective date of such retirement or separation from service, but such rate of pay does not include overtime, court time or other increments.

- (ii) Notwithstanding Clause a(i), for the purpose of calculating the Member's pension, the percentage of vacation pay shall be twelve per cent **(12%)**.
- (b) If he or she has qualified under the terms of this Agreement for six **(6)** weeks vacation with pay in his or her year of retirement or separation from service, is entitled in such event to receive such vacation with pay plus twelve per cent **(12%)** of his or her normal rate of pay earned during the period commencing January 1 in his or her year of retirement or separation from service to the effective date of such retirement or separation from service, but such rate of pay does not include overtime, court time or other increments, or
- (c) if he or she qualified under the terms of this Agreement for five **(5)** weeks vacation with pay in his or her year of retirement or separation from service, is entitled **in such** event to receive such vacation with pay plus ten per cent **(10%)** of his or her normal rate of pay earned during the period commencing January 1 in his or her year of retirement or separation from service to the effective date of such retirement or separation from service, but such rate of pay does not include overtime, court time or other increments, or
- (d) if he or she has qualified under the terms of this Agreement for four **(4)** weeks vacation with pay in **his or her** year of retirement or separation from **service, is** entitled in such event to receive such **vacation** with pay plus eight per cent **(8%)** of his or her normal rate of pay earned during the period commencing January 1 in his or her year of retirement or separation from service to the effective date of such retirement or separation from service, but such rate of pay does not include overtime, court time or other increments, or

- (e) if he or she has qualified under the terms of this Agreement for three **(3)** weeks vacation with pay in his or her year of retirement or separation from service, is entitled in such event to receive such vacation with pay plus six per cent **(6%)** of his or her normal rate of pay earned during the period commencing January 1 in his or her year of retirement or separation from service to the effective date of such retirement or separation from service, but such rate of pay does not include overtime, court time or other increments, or
 - (f) if he or she has qualified under the terms of this Agreement for two **(2)** weeks vacation with pay in his or her year of retirement or separation from service, is entitled in such event to receive such vacation with pay plus four per cent **(4%)** of his or her normal rate of pay earned during the period commencing January 1 in his or her year of retirement or separation from service to the effective date of such retirement or separation from service, but such rate of pay does not include overtime, court time or other increments.
- (8) Any Member who does not qualify for vacation with pay in the year of his retirement or separation from service to be paid such vacation benefits as are provided under The Employment Standards Act, being Chapter **137** of the Revised Statutes of Ontario, **1980**, as amended.
 - (9) Where a Member dies there is to be paid in cash to his or her estate such amount as represents the vacation with pay to which he or she was entitled at his or her death.
 - (10) The following provisions shall apply to those Members working a twelve **(12)** hour shift (the provisions of Article **4(10)** are effective January **1, 1990**):
 - (a) For the purposes of Article **4(10)**, entitlement shall include annual leave, accrued time, and statutory holiday credits.
 - (b) Signing sheets will be posted that indicate the days on which a Squad is required to work and indicate the number of Members entitled to take time off on each day. It will also include a list of Officers on the Squad in numerical order by seniority.

- (c) The Members will sign by seniority, but all confirmed ranks will sign independent of each other, within their Squad, for the subsequent year, on or before November 1 for the following year's entitlement as follows:
 - (i) First signing for two (2) weeks as defined in 4(3)(a)(i).
 - (ii) Second signing all remaining annual leave entitlement.
 - (iii) Third signing all statutory holidays and at least 60% of accrued time entitlement.
- (d) A Member will be allowed to change days signed for by arranging a trade with another Member within the Squad or by moving the date to an open spot, but notice must be given to the Command Officer.
- (e) Any adjustments will be calculated by October 1 of the entitlement year, and the Member advised time owing must be signed for by November 1 or control of time forfeited.
- (f) Each Member will be advised of what his entitlement will be and must sign in accordance with Article 4(10)(b)(c).
- (g) If a Member signs on a third signing and as a result has Monday through Friday off, the Member is entitled to block off the entire week for court purposes. If the notice is returned to the Member requiring the Member to attend court, it is agreed the provisions of Article 4(6) shall not apply.
- (h) It is agreed and understood that the following provisions of the Collective Agreement shall not apply to those Members working a twelve (12) hour shift: 4(3)(c).

ARTICLE V

STATUTORY HOLIDAYS AND PROCLAIMED HOLIDAYS

- 5.(1) Each Member is entitled in each year
 - (a) to the following Statutory Holidays, and **Proclaimed** Holidays with pay on such days as they are

observed.

- (i) New Year's Day, and
- (ii) Good Friday, and
- (iii) Easter Monday, and
- (iv) Victoria Day, and
- (v) Canada Day, and
- (vi) Civic Holiday, and
- (vii) Labour Day, and
- (viii) Thanksgiving Day, and
- (ix) Remembrance Day, and
- (x) Christmas Day, and
- (xi) Boxing Day, and

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such other holidays as may be ~~proclaimed~~ or declared by law from time to time, ~~and~~

- (b) to receive ~~one (1)~~ additional holiday with pay because of ~~reporting~~ For work fifteen (15) minutes early each day and which day is to be selected in each year by the Chief of the Hamilton-Wentworth Regional Police Force,
 - (c) Where the Member is working a twelve (12) hour shift schedule, is entitled to ninety-six (96) hours statutory time off. Such entitlement is to be utilised under the provisions of Article 4(10)(c)(iii). Such entitlement is in lieu of the provisions of Article 5(1)(a) and (b).
- (2) Where a Statutory Holiday or a Proclaimed Holiday is observed on a scheduled day off the Member is entitled to receive a lieu day off with pay at his or her normal rate of pay.
 - (3) Subject to sub-section (4) of this Section, where a Member is required to perform police duties on the day of observance of a Statutory Holiday or a Proclaimed Holiday, the Member is entitled to receive a lieu day off with pay at his or her normal rate of pay.
 - (4) During the observance of a Statutory Holiday or a Proclaimed Holiday starting at 0001 hours, the Member is to be paid in cash or to receive lieu time at the option of the Member, at the rate of time and one-half (1-1/2) his or her normal hourly rate of pay for all hours that are worked on the holiday.
 - (5) Where a Statutory Holiday is observed on a day other than the day on which it falls, no premium is payable in respect of the day on which each holiday falls.

ARTICLE VI

ACTING RANK

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- 6.(1) Where a Member has **been directed** by the Chief of the Hamilton-Wentworth Regional Police Force to perform, on a temporary basis, the duties of a higher rank, the Member is to be paid the normal rate of pay of such higher rank for each period or periods that he or she performs at **any time** such duties.
- (2) Those so designated in an acting rank must be qualified by having successfully completed the promotional examinations, subject to the exigencies of the service.
- (3) Notwithstanding the provisions of sub-section (1) of this Section, the Chief of the Hamilton-Wentworth Regional Police Force may assign Members to specialised duties, for a period not to exceed one (1) year, that are normally performed by a higher rank for the purpose of training and acquiring knowledge in the **specialized** area and after the Member becomes proficient in his duties, the Chief of the Hamilton-Wentworth Regional Police Force, in his discretion, will direct that the Member be paid the normal rate of pay for such **specialized** duty.

ARTICLE VII

OFF-DUTY COURT ATTENDANCES

- 7.(1) Where a Member is required to attend at Court during off-duty hours, he or she
- (a) is to be paid one and one-half (1-1/2) times his or her normal salary rate with a minimum payment, for an attendance of less than four (4) hours, equal to four (4) hours **at** his or her normal salary rate, and
- (b) Where a Member is required to attend Court immediately after working any regular shift that finishes after midnight is to receive a minimum of four (4) hours or time and one-half (1-1/2), whichever is the greatest, plus two (2) hours.
- (c) Where a Member is required to travel out of the Municipality of Hamilton-Wentworth to attend Court, the Member is to receive a credit of one and one-half (1-1/2) minutes for each mile travelled,

in addition to the Court time allowance for that attendance.

- (d) Where a Member attends Court after completing a night shift, and then is required to complete a night shift after being in Court all day, the Member is entitled to seven (7) hours, without loss of **pay**, between the completion of Court and the time the Member must report for duty.
- (2) A Member is required to file, in the month of December in each year, an election with the Chief of the Hamilton-Wentworth Regional Police as to whether he will accept time off or cash in payment of his or her accumulated hourly credits for the succeeding year for Court **attendances**.
- (3) Where a Member elects to accept
 - (a) cash pursuant to sub-section (2) of this Section, the cash credits, if any, as accumulated are to be paid quarterly in the subsequent month.
 - (b) time off pursuant to sub-section (2) of this Section, such time off is to be allowed at the discretion of the Member.

This paragraph (b) is subject to the exigencies of the service.
- (4) Notwithstanding the provisions of this Section, where any Member has, at November 30 in any year, cash or time off credited to him or her in respect of Court attendance during off-duty hours, such credits are to be paid, in cash, to the Member in that year.
- (5) Where a payment is made pursuant to sub-section (4) of this Section, any hours credited during the month of December of that year to a Member for off-duty Court **attendances** are to be carried forward and included in the credits, if any, of that Member in the immediately succeeding year.,
- (6) A Member who is required to return from an annual vacation to attend Court is entitled to the benefits provided
 - (a) under Section (6) of Article IV, and
 - (b) under this Article.

ARTICLE VIII

ASSOCIATION BUSINESS

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8.(1) At the commencement of each calendar year the Association and the Board shall make **contributions** to a bank to be used **cumulatively by Members of** the Association for compensation to offset required time off in order to engage in **negotiations, internal** Board of Directors meetings, **all other Association** activities or meetings with the Board, and those other persons designated by the Chief of Police.

The provisions of this Article VIII do not apply to Joint Management/Association Committees or to meetings between the Chief of Police and the Association in such cases where only two members of the Association are involved. Such Members while in attendance for on duty hours shall not suffer any loss of pay. If more than two **(2)** Members attend, the Association must elect two **(2)** Members to which this exemption shall apply and all other Members may use the provisions of the bank as contemplated herein.

(2) The Board's maximum contribution to the bank in any calendar year shall be no **greater** than **eight** hundred and **fifty (850)** hours subject- to Article **8(5)**, and such **contribution applies** both to this Agreement and the Civilian contract.

(3) Members of the Association as of January 1, shall contribute one **(1)** hour either accrued time, overtime, court time credits or, as a last resort, by cash payment at the election of the Member.

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(4) For a Member to qualify for time off with payment out of this bank a request in writing to the Chief of Police or his designate, - must be received three **(3)** weeks in advance of the date for which time is sought. Such notice must identify the Members involved, the dates and the shifts to be affected. It is agreed and understood that requests for time off for such activities shall be considered as a priority request and granted subject to the exigencies of the service. Where requests are received with less than three **(3)** weeks notice the time may be granted at the discretion of the Chief of Police or his designate, subject to the exigencies of the service.

- (5) At the commencement of each succeeding calendar year, the Association shall make its contribution under Article 8(3) and the Board shall contribute additional hours to replenish the bank to 1700 hours.
- (6) The Association has the sole discretion to determine which activities will qualify for application under this section.
- (7) A Member of the Association shall be granted an indefinite leave of absence without pay on four (4) ~~weeks notice from the Association~~ to the Board. The terms of the leave of absence shall be as follows:
 - (a) During the leave of absence such Members shall be paid directly by the Association at a salary to be negotiated between the Member and the Association. The Association shall identify to the Board the salary level applicable to pension contributions or any other benefits under the Board's supervision.
 - (b) The Board will advise the Regional Municipality of Hamilton-Wentworth that such Member may continue **coverage under** the benefit package as relates to **major medical**, dental, group life insurance, accidental **death** and dismemberment, dependents' life insurance and pension benefits on the clear understanding that the costs that accrue in each of these areas will be charged back to the Association and become its responsibility for payment directly to the Region.
 - (c) The Association will at all times be the employer of the Member during the leave of absence for the purposes of the Workers' Compensation Act and any other employee legislation.
 - (d) Any seniority that accrues to the Administrator during his leave of absence will be credited as if he were performing active police duty.
 - (e) If the Administrator wishes to return to active service with the Force, the Association shall provide the Board with four (4) weeks' written notice prior to the proposed date of return.
 - (f) The Board of Commissioners of Police will continue to provide sick leave credits as provided to all Members in accordance with the Agreement as amended from time to time but all other costs, including salary, et cetera, are to be borne by the Association.

- (g) The Member while performing duties as an Administrator for the Association shall not be subject to discipline, or to charges under The Police Act of Ontario.
- (h) The Administrator shall have the same rights as any citizen in terms of access to police buildings.
- (8) The Association shall be provided with copies of all information which is presently given to their Members in the form of **P. & P.'s, Chief's** orders, general orders, or any other document that is distributed to the Members of the Association. Such notice shall be given by way of ordinary mail.
- (9) The Board shall make available to the Association a location at each police building in an area conspicuous to its Members but not to the public so that the Association may erect a bulletin board for the purposes of communicating with its Members.
- (10) In the event that the Association holds elections or requires a vote of its membership or part thereof, this Board agrees, upon the Chief or his designate receiving at least forty-eight (**48**) hours written notice, to make available to the Association an area at each police building so that a polling station can be set up.
- (11) The Board shall allow the Association between **8:00** a.m. and **4:00** p.m., Monday to Friday, to review a Member's personnel file and make copies of documents found therein upon receiving written permission from the Member so involved.
- (12) The Board shall provide to the Association on an annual basis a list of **all** Members in alphabetical order and by seniority date. Such list shall be provided to the Association on or before October **25th** of each year.

ARTICLE IX

ONTARIO POLICE COLLEGE SUPPLEMENT

- 9. Each Member
 - (a) who is required to attend a Course at the Ontario Police College, the Canadian Police College or other place outside the Region of Hamilton-Wentworth, is to be paid a cash allowance of Thirty dollars (**\$30.00**) per week. This allowance

202 p 33

does not apply to Members attending training at the Ontario Police College.

- (b) who is attending **any** Course where **he,** is required to have gymnasium or other **equipment** is to be paid a cash allowance of Fifty dollars (**\$50.00**) in addition to any other cash allowances.
- (c) who is required to attend any Course at the Canadian Police College or out of Province for a period in excess of four (**4**) consecutive weeks, will be paid travelling expenses to permit a return trip to his/her residence during that said period.

ARTICLE X

CLOTHING AND FOOTWEAR EXPENSE

- 10.(1) Each Member who performs his **police duties** in plain clothes is entitled to receive, **in cash,** a clothing expense of nine hundred and **seventy-five** dollars (**\$975.00**) per year. (Effective January **1, 1990** the amount shall be one thousand dollars (**\$1000.00**)). It is agreed and understood that effective January **1, 1990** those Members who are required to wear casual clothing shall receive a clothing allowance in the amount of **50** per cent (**50%**) of the plain clothing allowance as set out herein.
- (2) Each Member who performs his police duties in uniform, but who is required to perform police duties for alternating periods in uniform and then in plain clothes, is entitled to receive, in cash, a plain clothes expense of Three dollars and seventy-five cents (**\$3.75**) for each day that he/she is required to wear plain clothes, but the total of this amount is not to exceed Nine Hundred and Seventy-Five dollars (**\$975.00**). Effective January **1, 1990** the amounts set out herein shall be increased to Three dollars and eighty-five cents (**\$3.85**) per day to an annual maximum of One Thousand Dollars (**\$1,000.00**).
- (3) Each Member who is required to perform his police duties in uniform, notwithstanding that he/she may be required to alternate between a uniform and plain clothes, is entitled to receive two (**2**) pairs of regulation boots and one (**1**) pair of rubber overshoes which are to be replaced or repaired (top quality) from time to time, as determined in the discretion of the Chief of the Hamilton-Wentworth Regional Police Force or his nominee.

- (4) The Board is to pay the cost of **dry** cleaning of
- (a) uniforms of Members who perform their police duties in uniform from time to time, and
 - (b) plain clothes, including dress shirts, of Members who perform their police duties in plain clothes from time to time, and

such dry cleaning is to be arranged by the Chief of the Hamilton-Wentworth Regional Police Force and is to be done as often as the Chief in his discretion determines.

ARTICLE XI

OCCUPATIONAL INJURY OR DISEASE

- 11.(1) Where a Member who receives an injury in the course of the performance of his/her police duties, the salary of the Member is to be continued as if the accident had not occurred until such time as there is an adjudication of The Workers' Compensation Board in respect of the said accident.
- (2) Any Member
- (a) who receives an injury in the course of the performance of his/her police duties, and
 - (b) who is in receipt of an award from The Workers' Compensation Board declaring the said injury to be compensable within the meaning of The Workers' Compensation Act, and
 - (c) when a Member is absent by reason of an illness or injury occasioned by or as a result of his/her duty and where an award is made by The Workers' Compensation Board,

he/she shall, in addition to the Workers' Compensation award, receive such further amounts so as to provide that the total payment to the Member not exceed the net pay such Member would otherwise have received had he or she not been absent. For the **purpose** of this clause, net **pay shall be** the pay for the **rank** of the Member as **shown in Schedule "A"** less those deductions required under Government Statutes, Pension Plans and as provided for in this Agreement.

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- (3) Notwithstanding any provision of this Agreement, or of Schedule "B" attached hereto, there is to ~~be~~ **no** deduction from or loss of Cumulative Sick Leave **credits** under the Cumulative Sick Leave Plan set forth in Schedule "B" attached hereto and forming part of this Agreement.
- (4) Notwithstanding Section 2 of this Article, the Board confirms that with the implementation of this new policy governing Members going on Workers Compensation, **any** Member who goes on compensation and is within the **last** five **(5)** years of service, this new Policy would not adversely affect his pension.
- (5) Where a Member is injured as a result of the carrying out of his/her duties and is covered by The Workers' Compensation Board, the Member shall be entitled to his/her vacation and statutory holidays, and where the Member is unable to receive the said vacation or statutory holidays, that he/she be permitted to ~~to~~ **carry** them over into the succeeding calendar year. If **for good** cause the Member was unable to take them in the succeeding calendar year, that he/she be permitted to carry them into the second calendar year following the year in which he/she received the injury. When the Member carries the vacation or statutory holidays over, he/she is entitled to receive the time off and not to receive any payment in lieu.

ARTICLE XII

HOSPITALIZATION, MEDICAL AND DENTAL BENEFITS

12.(1) The Board is to pay one hundred per cent **(100%)** of the premiums payable for providing **for** each Member, his or her spouse and his or her widow or widower until he or she attains the age of sixty-five **(65)** years, as follows:

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100
- (a) insured services under the Ontario Health Insurance Plan,
 - (b) an Extended Health Care **Medi-Pack** Plan as set out in Schedule "D", *see p 63*
 - (c) a Dental Plan as set out *in* Schedule "C", and
 - (d) **The Board is to pay the full cost of premiums to provide coverage at the 1988 Ontario Dental Association fee schedule rate. On the first day of**

each calendar year hereafter, the ODA fee schedule shall be adjusted automatically to the previous years' fee schedule.

ARTICLE

LIFE INSURANCE BENEFITS

13. The Board is to pay

- (1) $\frac{700}{100}$ one hundred percent (100%) of the premiums payable for providing for each Member life insurance coverage in an amount equal to two (2) times the salary of a First Class Constable plus an automatic increase in that coverage on the effective date of each increase in the salary schedule, and
- $\frac{72}{999}$ one hundred per cent (100%) of the premiums payable for a Plan providing for accident death and dismemberment benefits as follows:
- (a) not less than an amount equal to two and one-half (2-1/2) times the salary of a First Class Constable plus an automatic increase in that coverage on the effective date of each increase in the salary schedule, for accidental death occurring at any time, and
- (b) not less than an amount equal to two and one-half (2-1/2) times the salary of a First Class Constable plus an automatic increase in that coverage on the effective date of each increase in the salary schedule, for the loss at any time of both eyes, both feet, both hands or any combination thereof occurring at any time, and
- (c) not less than the salary of a First Class Constable plus an automatic increase in that coverage on the effective date of each increase in the salary schedule, for the loss of one eye, one hand or one foot or any combination thereof occurring at any time, and
- (d) not less than one-half (1/2) the salary of a First Class Constable plus an automatic increase in that coverage on the effective date of each increase in the salary schedule, for the loss of a combination of a thumb and index finger of either hand occurring at any time.
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- (3) The Board will provide at its expense a Four Thousand Dollar (**\$4,000.00**) life insurance policy for each Member effective the date of the Member's retirement. Policy to remain in force for the life of the Member.
- (4) The Board will provide at its expense a Five Thousand Dollar (**\$5,000.00**) life insurance policy for each **Member's spouse** and a Three Thousand Dollar (**\$3,000.00**) life insurance policy for each **Member's dependent child**.
- (5) The Board, at the discretion of the Chief of Police, will pay any additional premiums incurred for private insurance coverage purchased by the Member and charged by the insurance company because of the duties and responsibilities assigned to the Member by the Department.

ARTICLE XIV

PENSION BENEFITS

- 14.(1) The benefits provided under City of Hamilton By-law No. **7970** entitled "To Establish The Hamilton Municipal Retirement **Fund**" as amended to the date of this Agreement, form part of this Agreement and are to continue to apply to and in force and effect with respect to the Members, who were participants under the said By-law at December **31, 1973**, during the term of this Agreement, and if such By-law is amended or repealed, without the consent of the Association, during the term of this Agreement so as to alter, reduce or discontinue the benefits provided thereunder, the Board is to continue such benefits and pay such benefits as if such amending or repealing By-law had not be enacted.
- (2) Those Members receiving seven (**7**) weeks vacation with pay will, for the purposes of calculating the Member's pension, be credited with twelve per cent (**12%**) vacation pay.
- (3) (a) The Association consents to the **amendment** of City of Hamilton By-Law **7970**, **which** amendment **re-defines**, effective January **1, 1978**, contributory and non-contributory earnings for pension purposes as follows:

CONTRIBUTORY EARNINGS

NON-CONTRIBUTORY EARNINGS

Normal Earnings (Basic Salary or Wage)	Overtime
Shift Premium	Call Back Pay
Acting Pay	Vacation Pay in Lieu of Vacation Leave
Premium Pay	Court Pay
Stand-By Pay	Bonuses
Vacation Pay on Retirement	U.I.C. Rebate
Clothing Allowance	Travel Expenses and Mileage
Service Pay	Clothing Allowance

- (4) The Board agrees that any additional benefits granted to civic employees under the provisions of City of Hamilton By-law No. **7970**, entitled "**To** Establish the Hamilton Municipal Retirement **Fund**", will be automatically granted to those Members of the Association in the Hamilton-Wentworth Retirement Fund.
- (5) Members who are enrolled in the Ontario Municipal Employees' Retirement System will participate in the final average earnings basic pension benefits plan in accordance with the requirements of the Ontario Municipal Employees' Retirement System. This participation will not result in any loss of benefits to the Members.
- (6) The Board agrees to pay the full cost of removing the .7 actuarial reduction in a **Member's** Pension from the **date** ~~the Member retires,~~ **regardless** of the age of the Member.
- (7) The Board and the Association agree that the benefits of War Service and Cadet Service and previous unbroken service within the City of Hamilton or the Regional Municipality of Hamilton-Wentworth, will be available to the Members. In the case of those Members in the Hamilton-Wentworth Retirement Fund:
- (a) The War Service and Cadet Service option must be exercised on or before January **1, 1982**.
- (b) The previous unbroken service option must be exercised on or before December **31st, 1984**.

- (c) Members purchasing either War Service or Cadet Service, or previous unbroken service within the City of Hamilton or the Regional Municipality of Hamilton-Wentworth will continue to contribute to the fund if they continue to work beyond thirty-five (35) years of credited service for a period equal to the time purchased.
- (8) The Board and the Association agree that the benefits of previous public sector service (as defined in the OMERS plan) will be available to the Member at his or her full cost.
- (9) (a) Members of the Hamilton-Wentworth Retirement Fund who:
- (i) have completed thirty-five years of service, or
 - (ii) attained the normal retirement age of sixty years, or
 - (iii) retire under the thirty year supplementary plan, or
 - (iv) dies while employed,
- shall be entitled to the basic survivor benefit similar to the ~~Ontario Municipal Employees Retirement System~~.
- (b) Notwithstanding Sub-section (a), Members, until the date of retirement in (i), (ii) and (iii) above, may elect anyone of the existing options available in the Hamilton-Wentworth Retirement Fund, including an **unreduced** ten year guarantee.
- (10) Members who are enrolled in the ~~Ontario Municipal Employees Retirement System~~ shall have the benefits of the **30-Year Early Retirement** Supplementary Plan III. The full cost of the implementation, including all past service costs and **any** additional future service contributions are to be assumed by the Board (partial disability excluded).
- (11) Members who are enrolled in the ~~Hamilton-Wentworth Retirement Fund~~ shall have the same benefits as those contained in the Ontario Municipal Employees Retirement System **30-Year Retirement** Supplementary Plan. The full cost of the implementation, including all past service costs and any additional future service contributions to be assumed by the Board.

- (12) Pension contributions paid by those members in the Hamilton-Wentworth Retirement Fund shall be adjusted to six and one-half percent ~~(6-1/2%)~~ of earnings up to the Y.M.P.E. as defined in the Canada-Pension Plan and eight percent ~~(8%)~~ of earnings above the Y.M.P.E.
- (13) Effective January 1, 1988, all retired Members of the Hamilton-Wentworth Retirement Fund will receive cost of living increases, in accordance with any such increases approved by the O.M.E.R.S. Board.

ARTICLE XV

CUMULATIVE SICK LEAVE PLAN

15. All Members are entitled to participate in and receive the benefits of the Cumulative Sick Leave Plan as set forth in Schedule "B" attached hereto.

ARTICLE XVI

COMPASSIONATE LEAVE

- 16.(1) A Member is entitled to receive leave of absence, with pay at his or her normal rate, in the event of the death of and for the purpose of attending the funeral of any of the following:
- (a) Mother, and
 - (b) Father, and
 - (c) adopting Mother, and
 - (d) adopting Father, and
 - (e) Brother, and
 - (f) Sister, and
 - (g) Son, and
 - (h) Daughter, and
 - (i) Wife, and
 - (j) Husband, and
 - (k) Mother-in-law, and
 - (l) Father-in-law, and
 - (m) Sister-in-law, and
 - (n) Brother-in-law, and
 - (o) Children-in-law, and
 - (p) Grandparents, and
 - (q) Grandchildren, and
 - (r) Common-law Spouse, as defined in the Family Law Act, S.O. 1986. chapter 4, as amended, and
 - (s) Stepmother, and
 - (t) Stepfather, and
 - (u) Stepchildren, but
- 630

such leave of absence is to be not more than three (3) days.

- (2) In the case of special circumstances and where the Member makes an application to the Chief of the Hamilton-Wentworth Regional Police Force, the leave of absence described in sub-section (1) of this section may be extended by the said Chief to five (5) days.

ARTICLE XVII

PROMOTION PROCEDURE

17. The Promotion Procedure shall be the procedure set forth in Promotion Procedure No. P6 dated November 2, 1983, or as amended from time to time by the Chief of Police.

ARTICLE XVIII

VOLUNTARY PAID DUTY ASSIGNMENTS

- 18.(1) The rates payable to all ranks for **authorized** voluntary paid duty assignments effective July 19, 1989 are as follows:

(a) Constable at the rate of \$27.00 (\$29.00 effective January 1, 1990) per hour with a prevailing minimum rate of \$81.00 (\$87.00 effective January 1, 1990) for any period of assignment, and

(b) Sergeants, in Supervisory Duty, at the rate of \$31.00 (\$33.00 effective January 1, 1990) per hour with a prevailing minimum rate of \$93.00 (\$99.00 effective January 1, 1990) for any period of assignment, and

(c) Staff Sergeants, in Supervisory Duty, at the rate of \$33.00 (\$36.00 effective January 1, 1990) per hour with a prevailing minimum rate for any period of assignment of three hours.

- (2) **Authorized** Voluntary Duty is that duty as specifically **authorized** by the Chief, or a Deputy Chief, or the Hamilton-Wentworth Regional Police Force and as required **by the policy** of The Workers' Compensation Act of Ontario; is under the supervision of the regular police supervisor and further, the Members are subject to the Code of Discipline as contained in the Regulations to The Police Act, Ontario.

ARTICLE XIX

SHIFT PREMIUM

19.(1) There is to be paid to each Member a shift premium of'

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10000
- (a) Ten (10) cents per hour for each hour actually worked by such member who commences an afternoon shift between the hours of 1300 hours and 1900 hours, and
 - (b) Twenty (20) cents per hour for each hour actually worked by such member who commences a night shift between the hours of 2000 hours and 2400 hours or works the specified night shifts.

(2) Notwithstanding sub-section (1) of this section,

- (a) any Member who works overtime on his/her scheduled shift is to receive the shift premium of that scheduled shift for such overtime.
- (b) The shift premium is in addition to any overtime entitlement but the shift premium is not to be included in calculating the overtime payment.

ARTICLE XX

ASSOCIATION SECURITY

20. 1/5 2/1
The Treasurer of The Regional Municipality of Hamilton-Wentworth is to deduct monthly from each Member's wage payment such amounts as prescribed in a written Notice or Notices signed by the Secretary of the Association and such amounts so deducted are to be remitted to the Treasurer of the Association by the middle of the month next following the month in which such deductions are made, together with a list of the Members from whose wages such deductions were made.

ARTICLE XXI

GRIEVANCE PROCEDURE

21.(1) Where a difference arises between the Board and the Association relating to the interpretations, application, administration or an alleged violation of this Agreement,

- (a) **STEP 1** - the aggrieved person is to first discuss the matter with the Officer in charge of the Division in order to reach a settlement, the Officer concerned shall render an oral decision within two **(2)** working days, and
 - (b) **STEP 2** - failing satisfactory settlement under Step **"1"** hereof, the grievance is to be reduced to writing and placed before the appropriate Bureau Chief within a period of three **(3)** working days after the decision rendered under Step **"1"** is communicated to the person. The aggrieved person may be accompanied by a representative selected by the Association at this Step. A written decision shall be rendered by the Bureau Chief within three **(3)** working days following such meeting, and
 - (c) **STEP 3** - failing satisfactory settlement under Step **"2"**, within five **(5)** working days, the grievance is to be placed before the Chief of Police-through the appropriate Bureau Chief concerned. The Association President and/or a representative of the Association may attend. The Chief of the Hamilton-Wentworth Regional Police Force shall render a decision in writing within a further period of five **(5)** working days, and
 - (d) **STEP 4** - failing satisfactory settlement under Step **"3"**, the Association President and/or a **representative** of the Association may submit **the** matter in dispute to the Board, which is to render its decision in writing within five **(5)** weeks of the matter being submitted to it, OR if there is no meeting, shall render such decision within two **(2)** weeks of its next regularly schedule meeting, and
 - (e) **STEP 5** - failing satisfactory settlement under Step **"4"**, the Association may, within seven **(7)** working days after the written decision of the Board, require that the grievance be adjudicated by an arbitrator according to the provisions of Section **33** of The Police Act by notifying the Board in writing of its desire to do so.
- (2) No matter is to proceed under Step **"5"**, as described in sub-section **(1)** of this Section, which has not been properly processed through all of the previous steps of the Grievance Procedure but any time limits prescribed in such Procedure may be extended by the mutual consent, in writing, of the parties.

- (3) The Board is under no obligation to consider or process any grievance unless such grievance has been presented in writing to the Bureau Chief at Step "2" of the Grievance Procedure, as described in sub-section (1) of this Section, within twenty-one (21) days from the time the circumstances upon which the grievance is based were known to the Member.
- (4) Notwithstanding the provisions of this Section, the matter of discipline or discharge of a Member is not subject to the Grievance Procedure described in this Section but is to be dealt with in accordance with the provisions of The Police Act and the Regulations adopted from time to time under that Act.
- (5) The Association is confined to the grievance and redress sought as set forth in the written grievance filed as provided in Step "2" of sub-section (1) of this section.
- (6) Each party to an arbitration under this Section is to share equally the cost of the arbitration proceedings under this Section and the cost of the arbitrator.

ARTICLE XXII

RETROACTIVITY - APPLICATION

22. Any additions, deletions or amendments to this 1989-90 Agreement are to apply to those Members in the employ of the Board on the date of the ratification, or Award providing for **any** said additions, deletions or amendments, but for the purpose of this Article, **Members** who either die or retire in the year covered by the Agreement, Memorandum or Award or commence their employment on or after the date of the execution of the Agreement, are deemed to be in the employ of the Board.

ARTICLE XXIII

EDUCATION

23. The Board is to establish an Education Fund to be administered by the Chief of Police in the amount of **\$25,000.00** in each calendar year for the benefit of all Members of the Association. A Member shall be entitled to one hundred percent **(100%) reimbursement or a** proportionate amount of **the tuition** fees upon **successful** completion of university degree courses or **any** other

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~~work-related~~ courses. Where a dispute arises, the Chief of Police or his designate and an Association representative shall resolve the issue of entitlement, with the final decision to be made by the Chief.

In each calendar year two (2) Members of the Board of Directors of the Association shall be entitled to ~~attend~~ two (2) Labour Seminars or Courses within Ontario sponsored by any Government Ministry and the Association shall be reimbursed for all reasonable expenses (~~travel, accommodation, registration fees, per diem meal allowances~~) from the Fund.

The \$25,000.00 amount set out herein, is inclusive of both the Active Police Personnel Agreement and the Civilian Agreement, making the Board's total contribution to both Agreements this amount (\$25,000.00).

ARTICLE XXIV

EXPENSES

24. Where a Member is required to travel extensively on police-related duties, the Member shall receive, in advance, his/her travelling expenses and a per diem meal allowance in keeping with the rates of the Regional Municipality of Hamilton-Wentworth. A detailed Expense Account to follow.

ARTICLE XXV

PARKING

25. The Board is to assist in obtaining parking for the Members assigned to duties at the Administration Building. The facilities to be in the vicinity of the Administration Building and the Board to assume fifty per cent (50%) of the monthly parking rate to a maximum of Twenty dollars (\$20.00). This Section to be administered by the Chief of Police.

ARTICLE XXVI

UNEMPLOYMENT INSURANCE REBATE

26. The Members of the Association agree to waive their right to their Unemployment Insurance rebate.

ARTICLE XXVII

MEMBERS' RIGHTS

27. Members shall have access to all of their personnel records at reasonable times (0830 - 1600 hours), Monday to Friday, and shall, upon request, be provided with copies of material contained in such records, which shall be corrected if inaccurate, or purged if inappropriate: and where a dispute arises and satisfactory settlement **cannot** be reached recourse shall be sought through the grievance procedure up to but not beyond Step 2.

ARTICLE XXVIII

LEGAL INDEMNIFICATION

- 28.(1) Subject to the other provisions of this Article, a Member charged with and subsequently finally acquitted of a criminal or statutory offence, because of acts 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 the **defence of such charges.**
- (2) Notwithstanding sub-sections (1) and (4), the Board may consider payment if the Member is found guilty.
- (3) Where a Member is a defendant or his/her conduct as a police officer is called into question in a civil action or other judicial proceeding for damages because of acts done in the 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 or inquiry.
- (4) 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, apply in writing to the Chief of Police or the officer designated by the Chief of Police to deal with such applications for approval to retain counsel. The Board may **authorize** the payment of a retainer fee and the payment of interim legal accounts prior to the conclusion of civil or criminal proceedings in the court of first instance provided that, in the case of criminal proceedings, the Member undertakes in writing to reimburse the Board for such fees and accounts if the Member is found guilty. 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 the purpose.

- (5) Where a Member intends to apply for indemnification in order to proceed to any other level of the judicial system, the Member shall apply in writing to a Committee consisting of the Chief of Police or an officer designated by the Chief and a member of the Association Executive designated for that purpose, for resolution of the application for indemnification.

It is understood and agreed that both the choice of counsel and the decision to proceed to another level of the judicial system in sub-section (4) and this sub-section (5) does not restrict the right of the Member to his choice of Counsel, **but** only relates to the question of indemnification.

- (6) Members shall not be indemnified for legal costs arising from:
- (a) grievances or complaints under the collective agreement between the Board and the Association;
 - (b) the actions or omissions of Members acting **in their** capacity as private citizens: unless this **action** resulted from the Member's status as a police officer;
 - (c) discipline charges under The Police Act and regulations thereunder;
 - (d) the conduct or actions of a Member which amounted to a gross dereliction of his/her duties **or** deliberate abuse of his/her authority as a **police** officer;
 - (e) the conduct or actions of a Member which do not conform with the provisions of entitlement under this Article XXVIII which bring law enforcement into disrepute;
 - (f) conduct that does not involve a Member's duties assigned by the Chief of Police or as defined in the Police Act.
- (7) For the purpose of this Article, **"necessary** and reasonable legal **costs"** shall be based on the account rendered by the solicitor performing the work, subject to the approval of the Regional Solicitor or his

designate and, in the case of a dispute between the solicitor doing the work and the Regional Solicitor or his designate, taxation on a solicitor and client basis by the Taxing Officer.

The Member shall, when required by the Regional Solicitor or his designate, obtain from the Solicitor performing the work particulars of the services rendered and shall, when required by the Regional Solicitor or his designate, tax the account of the said Solicitor performing the work.

- (8) Should the Province enact a statute similar to the Metro Police Force Complaints Project Act, the Board agrees to review this procedure for applicability.

SECTION XXIX

MATERNITY LEAVE

29.(1) Any female employee who has had placed with her a child or children under the age of 12 years, for the purpose of adoption pursuant to the law of Ontario, shall be granted two (2) month leave at her request. This provision shall be subject to the conditions as set out for maternity leave.

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(2) Every female Member who becomes pregnant must notify the Chief of Police, in writing, of her pregnancy no less than five (5) months prior to the expected date of the termination of her pregnancy, which date shall be verified in writing by a qualified medical practitioner and, subject to sub-section (3) hereof, shall be granted leave without pay, ~~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.~~

as per cc

(3) The Chief of Police may grant maternity leave to such Member to commence earlier or later than three (3) months before the expected termination of her pregnancy; provided that in either event such **maternity** leave shall not expire until the normal **expiry** date aforesaid.

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(4) 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.

- (5) 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 expire date, or two (2) full weeks before the normal expire date of maternity leave: provided that any Member who fails to make application as aforesaid shall be deemed to have terminated her employment.
- (6) A Member shall not receive sick leave pay in accordance with the Sick Leave Absence Section of this Agreement and amendments thereto, during the period of maternity leave.
- (7) 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 employee that premiums expended during this period will be refunded to the Board if she does not return to employment.
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(8) A Member on maternity leave shall not lose seniority standing during such leave period.
- (9) Where an employee is granted maternity leave, such employee's vacation entitlement will be reduced on the basis of 1/52 for each week's absence, calculated to the nearest half-day (1/2), and any statutory holidays falling during the period of leave shall be deducted.
- (10) A pregnant employee who, by virtue of her condition is unable to perform her regular duties during her pregnancy, may be provided with alternate employment without reduction of wages or benefits. However, where no alternate employment is available and, in the opinion of the Chief of Police, continuing with regular duties would pose a risk to the female employee or other employees, then the Chief of Police may require an immediate commencement of the maternity leave. However, this section shall not be interpreted or administered in a discriminatory manner.
- (11) The leave of absence shall not form part of the probationary period for the employee.

ARTICLE XXX

TRANSFERRING FROM CONTRACT TO CONTRACT

30. Subject to approval by the Association Solicitor and subject to similar ratification in the Hamilton-Wentworth Regional Police Civilian Police Personnel Agreement, the following article becomes part of the Hamilton-Wentworth Regional Police Active Police Personnel Agreement.

Where a Member covered under this Agreement applies for and is awarded a position covered under the Hamilton-Wentworth Regional Police Civilian Police Personnel Agreement, the benefits of the Member shall continue under that agreement without interruption.

- (a) For the purposes of calculating seniority rights and the probationary period, the date to be used shall be the date the Member transfers to the Civilian Police Personnel Agreement.
- (b) If a Member who transfers to the Civilian Police Personnel Agreement is, within six (6) months, found unsuitable for the position, the Member has the right to apply for another position or be returned to the Active Police Personnel Agreement, provided the officer is capable of returning to active duty.

ARTICLE XXXI

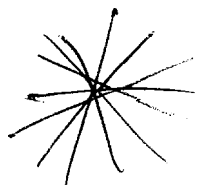
TRAINING OFFICERS

31. A Training Officer shall receive four per cent (4%) additional pay for each day the Training Officer is actually training a recruit.

ARTICLE XXXII

PREVIOUS AGREEMENTS, DECISIONS AND AWARDS

32. This Agreement is to be interpreted and construed as including in substance all previous Agreements, Decisions and Awards, and notwithstanding the provisions of any such Agreements, Decisions and Awards, the provisions of this Agreement are to govern and prevail.

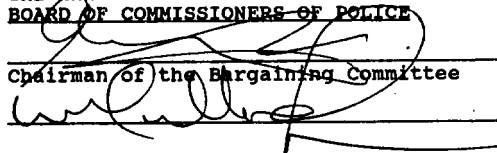


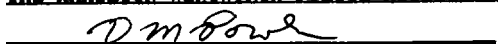
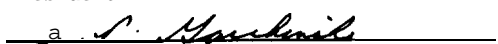
ARTICLE XXXIII

DURATION OF [REDACTED]

- 33.(1) Subject to the provisions of this Section, this Agreement comes into force and effect on January 1, 1989, except as otherwise provided herein, and continues in force and effect until December 31, 1990, and thereafter until replaced by a new Agreement, Decision or Award.
- (2) The Board or the Association may at any time prior to December 31, 1990 serve the other with a written request to bargain, as contemplated by Section 29 of The Police Act, for the purpose of entering into an Agreement for the year 1991 and, in such event, the said request is to be served on the Secretary of the Board or of the Association, whichever is the case.

IN WITNESS WHEREOF the Board and the Association have on this 24th day of January, 1990, affixed their signatures hereto under the hands of their proper officers.

**THE HAMILTON-WENTWORTH REGIONAL
BOARD OF COMMISSIONERS OF POLICE**

 Chairman of the Bargaining Committee

THE HAMILTON-WENTWORTH POLICE ASSOCIATION

 President
 a 
 Administrator

SCHEDULE "A"

*

1989-90 SALARIES

Jan. 1/89		5%	1.05000	
SCHEDULE	1989	1989	1989	
1989	1989	WEEKLY	BI-WEEKLY	ANNUALLY
C1 (P.C.4)	<i>B</i> 653.47	\$ 945.44	\$ 24,647.62	<u>29,627.51</u>
C2 (P.C.3)	7653.47	1,306.94	34,071.93	
C3 (P.C.2)	735.16	1,470.32	38,331.24	
C4 (P.C.1)	<i>M</i> 827.03	1,654.06	43,121.34	
C5 (Sgt.2)	893.18	1,786.36	46,570.41	
C6 (Sgt.1)	964.66	1,929.32	50,297.37	
C7 (Stf.Sgt.)	<i>H</i> 1,041.82	2,083.64	54,320.49	

July 1/89		2%	1.07100	
SCHEDULE	1989	1989	1989	
	WEEKLY	BI-WEEKLY	ANNUALLY	
C1 (P.C.4)	\$ 482.17	\$ 964.34	\$ 25,140.34	<i>b</i> <u>30,219.82</u>
	579.59	1,159.18		
C2 (P.C.3)	666.54	1,333.08	<i>B</i> 34,753.40	
C3 (P.C.2)	749.86	1,499.72	39,097.70	
C4 (P.C.1)	843.57	1,687.14	<i>v</i> 43,983.74	
C5 (Sgt.2)	911.05	1,822.10	47,502.15	
C6 (Sgt.1)	983.95	1,967.90	51,303.15	
C7 (Stf.Sgt.)	1,062.66	2,125.32	55,407.09	

Jan. 1/90				
5%				
1.12455				
SCHEDULE		1990 WEEKLY	1990 BI-WEEKLY	
			1990 ANNUALLY	
C1 (P.C.4)	\$	506.28 608.57	\$ 1,012.56 1,217.14	\$ 26,397.44 L 31,730.84
C2 (P.C.3)		699.86	1,399.72	B 36,490.70
C3 (P.C.2)		787.35	1,574.70	41,052.43
C4 (P.C.1)		885.75	1,771.50	M 46,183.01
C5 (Sgt.2)		956.60	1,913.20	49,877.12
C6 (Sgt.1)		1,033.15	2,066.30	53,868.44
C7 (Stf.Sgt.)		1,115.79	2,231.58	H 58,177.29

July 1/90				
2.202%				
1.14931				
SCHEDULE		1990 WEEKLY	1990 BI-WEEKLY	
			1990 ANNUALLY	
C1 (P.C.4)	\$	517.43 621.97	\$ 1,034.86	\$ 26,978.80 B 32,429.52
C2 (P.C.3)		715.27	1,430.54	X B 37,294.18
C3 (P.C.2)		804.69	1,609.38	41,956.54
C4 (P.C.1)		905.26	1,810.51	M 47,200.26
C5 (Sgt.2)		977.66	1,955.32	50,975.19
C6 (Sgt.1)		1,055.90	2,111.80	55,054.63
C7 (Stf.Sgt.)		1,140.36	2,280.72	H 59,458.37

* The above wage calculations apply to all Members who were sworn prior to July 19 1989. For those Members who are sworn subsequent to July 19, 1989, the following wage rates shall apply.

July 1/89			
	2%	1.07100	
SCHEDULE	1989 WEEKLY	1989 BI-WEEKLY	1989 A N -
* Officer in Training	\$ 379.61	\$ 759.22	\$ 19,792.87
C1 (P.C.4)	463.96	927.92	24,190.87
C2 (P.C.3)	632.68	1,265.36	32,987.94
C3 (P.C.2)	717.03	1,434.06	37,385.94
C4 (P.C.1)	843.57	1,687.14	43,983.74
C5 (Sgt.2)	911.05	1,822.10	47,502.15
C6 (Sgt.1)	983.95	1,967.90	51,303.15
C7 (Stf.Sgt.)	1,062.66	2,125.32	55,407.09
Jan. 1/90			
	5%	1.12455	
SCHEDULE	1990 WEEKLY	1990 BI-WEEKLY	1990 ANNUALLY
* Officer in Training	\$ 398.59	\$ 797.18	\$ 20,782.48
C1 (P.C.4)	487.16	974.32	25,400.52
C2 (P.C.3)	664.31	1,328.62	34,637.12
C3 (P.C.2)	752.89	1,505.78	39,255.68
C4 (P.C.1)	885.75	1,771.50	46,183.01
C5 (Sgt.2)	956.60	1,913.20	49,877.12
C6 (Sgt.1)	1,033.15	2,066.30	53,868.44
C7 (Stf.Sgt.)	1,115.79	2,231.58	58,177.29

July 1/90	2.202%	1.141931	
SCHEDULE	1990 WEEKLY	1990 BI-WEEKLY	1990 ANNUALLY
* Officer in Training \$	407.37	\$ 814.74	\$ 21,240.27
C1 (P.C.4)	497.89	995.78	25,959.98
C2 (P.C.3)	<u>678.95</u>	1,357.90	35,400.45
C3 (P.C.2)	769.47	1,538.94	40,120.17
C4 (P.C.1)	905.26	1,810.52	47,200.26
C5 (Sgt.2)	977.66	1,955.32	50,975.19
C6 (Sgt.1)	1,055.90	2,111.80	55,054.63
C7 (Stf.Sgt.)	1,140.36	2,280.72	59,458.37

NEW
BR

* This category denotes a person who is hired to train as a Police Constable but has not yet been sworn in as a Fourth Class Constable.

SCHEDULE "B"

CUMULATIVE SICK LEAVE PLAN

1. This Plan may be cited as "Cumulative Sick Leave **Plan**" for the Hamilton-Wentworth Regional Police Force.
2. In this Plan
 - (a) "**Board**" means the Hamilton-Wentworth Regional Board of Commissioners of Police, and
 - (b) "**Day**" refers to a period of eight (**8**) hours except where otherwise provided, and
 - (c) "Director of Personnel" means the Director of Personnel for The Regional Municipality of Hamilton-Wentworth, and
 - (d) "**Employee**" means **any** salaried officer, clerk, worker, servant, or other person in the employ of the Board on and after January 1, 1974, and
 - (e) "**employment**" means employment in the service of the Board, and
 - (f) "**six (6) months salary**" means the employee's normal standard weekly salary earned at the time of death or retirement multiplied by twenty-six (**26**), and
 - (g) "standard normal daily rate of **pay**" means:
 - (i) in the case of hourly paid employees, the standard number of hours normally worked per day multiplied by the standard rate per hour normally paid the employees, and
 - (ii) in the case of salary paid employees, the standard salary normally paid per week divided by the standard normal days worked per week, and
 - (h) "**three (3) months salary**" means an employee's normal standard weekly salary earned at the time of death or retirement multiplied by thirteen (**13**), and
 - (i) "Unbroken month" means, as the case may be:
 - (i) a calendar month in which an employee is employed, full time or part-time, on all working days in that calendar month; or.

- (ii) a calendar month in which an employee is employed, full time or part-time, on all working days but one (1) in that calendar month: or
 - (iii) a month to which sub-sections 2 and 6 of Section 8 applies, and
 - (j) "Working day" refers to a regular tour of duty in any twenty-four (24) hour period except where otherwise provided.
3. The sick leave credits standing to the credit at December 31, 1973, of each employee of a former Board is to be credited to that employee on January 1, 1974.
4. ⁷³~~18992~~ (a) In addition to Section 3 and commencing January 1, 1974, an employee is entitled to sick leave credit of one and one-half (1-1/2) days per month for each unbroken month of service with the Board.
- (b) Subject to sub-section 3, monthly sick leave credit accrues to an employee on the first day of the month following each completed calendar month of service.
- (c) The entitlement of an employee to monthly sick leave credit ceases
- (i) as of the date of the retirement of an employee on pension, or
 - (ii) as of the date that the employee attains the compulsory age of retirement
- except where an employee coming within the meaning of paragraphs (a) and (b) herein is **re-employed** in the same or in another capacity with the Board.
5. (a) An employee who has qualified for sick leave credit is entitled to sick leave at his "standard normal daily rate of **pay**".
- (b) An employee is entitled to, and the Board shall furnish, a statement of sick leave credit as of the 31st day of December every year, not later than the 31st day of March in the next **following year**.
6. A broken month of service which is due to weather conditions or lack of work shall not be deemed to mean a broken month of service if the employee is employed a

minimum of ten (10) working days during the calendar month.

7. An employee is not entitled to sick leave until he has established an accumulated sick leave credit of nine days.
8. (a) Where an employee is absent from his employment for a period in excess of one working day, he is not entitled to the sick leave credit referred to in Section 4 of the Regulations.
(b) Sub-section (a) does not apply to an employee
 - (i) who has been granted a leave of absence by the Board, and who is employed a minimum of ten (10) working days during the month or months for which he is granted the said leave of absence, or
 - (ii) who is employed for a minimum of ten (10) working days in any month, but who has been subject to lay-off by the Board, or
 - (iii) who is absent and in receipt of compensation under The Workers' Compensation Act.
- (c) Where an employee is absent from employment due to a sickness for a period of not more than three (3) consecutive working days where such working days extend from one calendar month to the next calendar month, the loss of the one and one-half (1-1/2) days sick leave accumulation will only apply to the preceding calendar month.
- (d) Where an employee is absent from employment for a period in excess of two (2) working days by reason of a bona fide sickness, and the employee provides the Director of Personnel with a medical certificate in accordance with the regulations, sub-section (a) of Section 8 does not apply.
- (e) The medical certificate referred to in Section 4 of the Regulations is to be provided by the employee after two (2) working days of sickness.
- (f) Where an employee who qualified for sick leave is on vacation leave and during the vacation leave is
 - (i) hospitalized, or
 - (ii) convalescing following hospitalization, or

(iii) in home care under the Ontario Hospital Insurance Plan,

the period of time during which paragraphs (a), (b) or (c) apply shall be deemed to be sick leave and not vacation leave.

(g) A period of time equivalent to the period of time deemed to be sick leave, at the option of the employee, shall be

(i) added, as vacation leave, to the period of time originally allocated for vacation leave, or

(ii) granted to the employee as vacation leave at such later date as the employee may determine.

9. (a) Subject to sub-section (b) and save and except as provided in Section 17, an employee loses his cumulative sick leave credit

(i) if he is discharged from his employment for cause,

(ii) if he voluntarily leaves his employment,

(iii) if he, after a lay-off, fails to return to his employment within a period of five (5) working days after the receipt of a notice to return to work,

(iv) after a lay-off for a period in excess of eight (8) months,

(v) after a leave of absence in excess of three (3) months, except as provided in sub-section (b).

(b) Where the leave of absence in excess of three (3) months referred to in sub-section (1) is granted for the purpose of further instruction or education relative to the business of the Hamilton-Wentworth Regional Police Force, the employee on return to the service of the Board may retain his cumulative sick leave credit,

(i) if cumulative sick leave credit existed at the time the leave of absence was granted,

- (ii) if the employee returns to the service of the Board immediately following the termination of the course of instruction.
- (c) Where an employee has applied and been given a leave of absence not in excess of eight (8) months, due to pregnancy, such employee shall maintain sick leave accumulative credits providing that
 - (i) such credits existed at the time the leave of absence was given,
 - (ii) the employee, on or before the expiration date of the leave of absence, gives notice in writing of intention to return to employment with the Board when suitable employment for which she is qualified is available.
- 10. An employee is not entitled
 - (a) to claim sick pay benefits outlined under the provisions of this Plan
 - (i) during a period of lay-off, or
 - (ii) during leave of absence granted without pay,
 - (b) to sick pay in advance of any sick leave credit he might earn in the current month and such credit becomes available to him on the first day of the succeeding month.
- 11. An employee who is absent from employment due to pregnancy or childbirth is not eligible for sick leave pay.
- 12. (a) An employee who is engaged in outside employment apart from his employment with the Board is not entitled to any benefits under the provisions of this Plan for any occupational injury or sickness sustained during such periods of outside employment.
 - (b) No person whose employment is secondary to or in addition to other employment or **tradesman** employed by the Board under the terms of Building Trades Agreements is entitled to any benefits under the provisions of this Plan.
- 13. The number of days or half days for which an employee receives sick pay shall be deducted from his cumulative sick leave credit..

14. (a) Only regular assigned working days form a part of an illness period and only such working days shall be charged against an employee's cumulative sick leave credit.
- (b) Statutory or proclaimed holidays and regular days off do not form part of an illness period.
15. Overtime, shift differentials, bonus or other additional remuneration that the employee might receive from the Board is not to be included in the calculation of sick pay allowance, retirement or death gratuity payments.
16. An employee may **utilize** sick leave allowance for absence from employment
- (a) caused by personal illness or physical incapacity caused by factors over which the employee has no reasonable or immediate control except an employee in receipt of a Workers Compensation Award shall be excluded from utilising sick leave allowances,
- (b) caused by exposure to contagious disease that in the **opinion** of the Medical Officer of Health or as contained in the Department of Public Health Regulations might endanger the health of other employees by his attendance on duty,
- (c) for a special reason which has been accepted by and recommended by the Board.
17. (a) A person who was employed by a former Board before January 1, 1974 or by the Board on or after January 1, 1974, and who retires from his employment under the provisions ~~of any pension~~ by-law or compulsory retirement by-law, or whose services are terminated for any reason other than "discharge for **cause**", is entitled to a gratuity for not less than ten (10) years equal to one-half (1/2) the number of unused days of sick leave standing to his credit, provided that in no case shall the amount of the gratuity be more than an amount equal to his salary or other remuneration for the immediately preceding six (6) month period.
- (b) Notwithstanding the provisions of sub-section (a) of this Section, a person who was employed by the Board of Commissioners of Police for the City of Hamilton prior to January 1, 1950, and who became an employee of the Board on January 1, 1974, and who retires from his employment under the provisions of any pension by-law or compulsory

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retirement by-law, or whose services are terminated for any reason other than "discharge for cause", is entitled to a gratuity

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1

- (i) for **not** less than ten (10) years and not more than fifteen (15) years of service equal to the number of unused days of sick leave standing to his credit at the date of his retirement, but the amount of the gratuity is to be not more than an amount equal to his salary or other remuneration for the immediately preceding three (3) month period, and
 - (ii) for not less than fifteen (15) years of service equal to the number of unused **days** of sick leave standing to his credit but the amount of the gratuity is to be not more than an amount equal to his salary or other remuneration for the immediately preceding six (6) month period.
 - (c) Service for the purposes of this Plan shall be deemed to include service with a former Board or local municipality.
 - (d) Where an employee dies while in the employ of the Board, his estate is entitled to receive payment of the gratuity in accordance with the provisions of this section.
18. The provisions of this Plan are to be administered by the Director of Personnel.
19. (a) Subject to sub-section (b) regulations may be made from time to time under the provisions of this Plan for the purpose of effective administration of the provisions of the Plan.
- (b) Regulations made pursuant to sub-section (a) are to be approved by the Board.
- (c) The regulations appended hereto form part of the Plan.

REGULATIONS

1. An employee shall on the first day of illness, report or cause to report such illness to his immediate superior.
2. An employee who fails to report on the first day that he is absent from work due to illness shall be considered as being absent without leave and is subject to having his name removed from the payroll on instructions from the Director of Personnel.
3. Upon receiving notice of an employee's illness, the Superior shall on the same day report such illness on the "absence report **forms**" as provided by the Director of Personnel.
4. An employee whose illness extends to the third working day shall, on or before the third working day, file a **doctor's** certificate with the Director of Personnel.
5. An employee failing to file a doctor's certificate shall be considered as being absent without leave and is subject to having his name removed from the payroll on instructions of the Director of Personnel.
6. Where the immediate Superior has reason to believe that absence of the employee was not due to illness, the immediate Superior may demand a doctor's certificate for one day of absence.
7. An employee whose illness extends to fourteen **(14)** consecutive working days shall, on the fourteenth day and for every subsequent fourteen **(14)** working days, file a doctor's certificate with the Director of Personnel.
8. An employee failing to file a doctor's certificate shall be considered as being absent without leave and is subject to having his name removed from the payroll on the instructions of the Director of Personnel.
9. The immediate Superior is responsible for reporting to the Director of Personnel all cases of illness, periods of layoff, termination of service, absenteeism relative to the enforcement of the provisions **of** this Plan.
10. The Director of Personnel
 - (a) shall keep a record of all sick leave and accumulated credits, and

(b) shall notify those responsible for Department payrolls, when an employee is not, or has ceased to be eligible for sick leave benefits.

11. On retirement or death of an employee the Director of Personnel shall advise those responsible for payrolls of the number of days of cumulative sick leave standing to the credit of an employee at the date of his retirement or death.

SCHEDULE "C"

CANADA LIFE DENTAL PLAN

DENTAL BENEFIT

- Part I - Diagnostic, preventative, **minor** restorative, minor surgical charges
- Part II - **Edodontics**, periodontics, major surgical charges, Denture Adjustments Repairs, **Rebasing** and Relining
- Part III - Dentures and Major restorations
- Part IV - Orthodontics

SCHEDULE OF FEES

Provincial Dental Association's Schedule of Fees as described in Article XII(1)(d).

DEDUCTIBLE

There is no deductible applicable to the insured charges.

Co-insurance on Insured Charges

- Part I and Part II - Nil on all charges
- Part III - **80%** on all charges
- Part IV - **50%** to a maximum of **\$1,500** lifetime per dependent child (effective January **1, 1990**, fifty per cent (**50%**) to a lifetime maximum of two thousand (**\$2,000.00**) dollars)

Maximum Benefit Payable

- Part I and Part II - Unlimited
- Part III - **\$2,000 per** person in twelve (**12**) consecutive months (effective January **1, 1988**)
- Part IV - **50%** to a maximum of **\$1,500** lifetime per dependent child (effective January **1, 1990**, fifty per cent (**50%**) to a lifetime maximum of two thousand (**\$2,000.00**) dollars)

PART 1

A. Diagnostic

(a) Examinations:

01110, 01120, 01130, 01400, but not more than one (1) examination in any period of six consecutive months.

01300.

(2) X-rays:

02100, 02101, but not more than once in any period of twenty-four (24) consecutive months.

02111 to 02120, but inclusive, 02131, 02132, 02133, 02134.

02141, 02142, 02143, 02144, but not more than once in any period of six (6) consecutive months.

02201, 02202, 02203, 02204, 02304, 02400, 02430, 02504, 02505, 02600, 02701, 02702, 02703, 02704, 02705, 02800, 02920, 02930.

(3) Tests:

04100, 04200, 04300, 04310, 04330, 04400.

(4) Consultations:

05100, 05200.

B. Preventive

(1) Prophylaxis:

11100, 11200, 11300, but not more than once in any period of six (6) consecutive months.

(2) Fluoride treatment:

12400.

(3) Oral hygiene instruction:

13200, 13210, but not more than once in any period of six (6) consecutive months.

13200, but not more than one unit in any period of six (6) consecutive months.

- (4) Space maintainers, applicable only to the dependent, children of an individual:
15100, 15110, 15200, 15210, 15300, 15310, 15400, 15500.

- (5) Occlusal Equilibration:
43310.

- (6) pit and Fissure Sealants:
13401, 13404.

C. Minor Restorative

- (a) Amalgam Restorations:
21101, 21102, 21103, 21104, 21105, 21211, 21212, 21213, 21214, 21215, 21221, 21222, 21223, 21224, 21225.

- (2) Retentive pins:
21301, 21302, 21303, 21304, 21305.

- (3) Silicate Restorations:
22101, 22102.

- (4) Acrylic or Composite Restorations:
23101, 23102, 23103, 23111, 23112, 23113, 23114, 23201, 23202, 23203, 23204, 23221, 23222, 23223.

- (5) Cement Restoration:
29800.

- (6) Sedative Dressing:
13600, 39930.

- (7) Stainless steel crowns applicable only to the dependent children of an individual while they are under 12 years of age:
27401, 27403, 27411, 27413, 27500.

D. Minor Surgical

- (1) Extractions:
71101, 71111, 72100, 72210, 72220, 72230, 72240.

(2) Residual Root Removal:

72310, 72320.

E. Additional Services

(1) Anaesthesia, used in conjunction with oral surgery, periodontal surgery, fractures and dislocations:

92110, 92120, 92201, 92202, 92215, 92251, 92252, 92310, 92311, 92330, 92340.

(2) House or Hospital Visits:

94100, 94200.

(3) Special Office Visits:

94400.

PART II

A. Periodontics

(1) Non-surgical:

41100, 41200, 41300.

(2) Surgical: The maximum benefit payable will include charges for packaging and post-surgical treatment.

42001, 42002, 42003, 42100, 42103, 42104, 42200, 42300, 42310, 42500.

(3) Adjunctive Services:

43200, 43210, 43400, 43600.

B. Endodontics

(1) Pulp Capping:

31100, 31110.

(2) Pulpotomy:

32201, 32202, 32210, 32211.

(3) Root Canal Therapy:

33100, 33120, 33200, 33220, 33300, 33320, 33400, 33420.

- (4) Apexifications:
33501, 33502, 33503, 33504, 33511, 33512, 33513, 33514.
- (5) Periapical Services:
34101, 34102, 34103, 34104, 34111, 34112, 34113, 34114,
34115, 34201, 34202, 34203, 34212, 34213.
- (6) Root Amputation:
34401, 34402.
- (7) Other Procedures:
39100, 39110, 39120.
- (8) Hemisection:
39210, 39220, 39230, 39300.
- (9) Bleaching:
39400.
- (10) Intentional Removal, Apical Filling and Reimplantation:
39501, 39502, 39503, 39600.
- (11) Endosseous Implants:
39710, 39711, 39720.
- (12) Emergency Procedures:
39901, 39902, 39903, 39904, 39910, 39940, 39960, 39970,
39980, 39985.

C. Major Surgical

- (1) Residual Root Removal:
72410, 72411, 72450.
- (2) Alveoloplasty:
73110.
- (3) Gingivoplasty and/or Stomatoplasty:
73119.

- (4) Surgical Excision:
74108, 74109, 74408, 74409.
- (5) Surgical Incision:
75100, 75110.
- (6) Fractures:
76198, 76250, 76310, 76350, 76910, 76950, 76951.
- (7) Frenectomy:
77800, 77810, 78110.
- (8) Miscellaneous:
79104, 79301 to 79308, both inclusive, 79401, 79601
79602, 79603, 79604.
- (9) Denture Adjustments:
54250, 54300, 54301, 54302.
- (10) Denture Repairs:
55101, 55102, 55103, 55104, 55201, 55202, 55203, 55204
55520, 55530, 55700.
- (11) Denture Rebasing and Relining:
56200, 56201, 56210, 56211, 56220, 56221, 56230, 56231
56260, 56261, 56262, 56263, 56270, 56271, 56272, 56273.

PART II - Extension of Insurance

If the insurance under this provision with respect to an insured person terminates due to termination of (i) the individual's employment, (ii) the individual's membership in the class or classes of individuals eligible for insurance or (iii) the policy, and the insured person has commenced treatment covered under this provision prior to such termination, insurance under this provision with respect to the insured person will notwithstanding the termination, be deemed to continue in force for thirty (30) days with respect to Part II charges incurred for the same treatment.

PART III

A. Removable **Prosthodontics**

- (1) **Complete Dentures:**
51100, 51110, 51120, 51300, 51310, 51600, 51610, 51620.
- (2) **Transitional Partial Dentures:**
52120, 52121.
- (3) **Partial Dentures:**
52220, 52221, 52230, 52231, 52320, 52321.
- (4) **Cast Chrome, Cobalt or Gold:**
52400, 52410, 52500, 52510, 52520, 52525, 52530, 52531,
52535, 52600, 52610, 52620, 52630, 52800.

B. Fixed **Prosthodontics**

- (1) **Pontics:**
62100, 62500, 62510, 62600, 62700, 62800.
- (2) **Retainers - Inlay, Onlay:**
65200, 65300, 65400.
- (3) **Repairs:**
66100, 66200, 66300, 66400, 66500, 66600, 66610, 66620.
- (4) **Retainers - Crown:**
67100, 67101, 67200, 67400, 67410, 67600.
- (5) **Splinting:**
69610, 69620.
- (6) **Retentive Pins in Abutments:**
69701, 69702, 69703, 69704, 69705.

C. Major Restorative

- (1) **Metal Restorative:**
25100, 25200, 25300, 25500.
- (2) **Retentive Pins in Inlays and Crowns:**

25601, 25602, 25603, 25604, 25605.

(3) Crowns:

27100, 27110, 27130, 27140, 27200, 27210, 27300, 27310,
27401, 27403, 27411, 27413, 27500, 27700, 27710, 27800,
27810.

(4) Other Services:

29100, 29300, 29500, 29510.

PART III - EXTENSION OF INSURANCE

If the insurance under this provision with respect to an insured person terminates due to termination of (i) the individual's employment, (ii) the individual's membership in the class or classes of individuals eligible for insurance of (iii) the policy, and the insured person has had an impression taken or a tooth prepared for a crown, bridge or denture in accordance with the Dental 3 charges prior to such termination, insurance under this provision with respect to the insured person will, notwithstanding the termination, be deemed to continue in force for ninety (90) days but only with respect to Part III charges for or resulting from the aforesaid impression, crown, bridge or denture.

PART III - LIMITATIONS

Charges for replacement of an existing partial or full removable denture or fixed bridgework, or the addition of teeth to an existing partial removable denture or to bridgework to replace extracted natural teeth, will only be paid for if evidence satisfactory to the Insurance Company is presented that:

- (i) the replacement or addition of teeth is required to replace one or more additional natural teeth extracted after the existing denture or bridgework was installed and while the insured person is covered under this provision, or
- (ii) the existing denture or bridgework was installed at least five (5) years prior to its replacement and that the existing denture or bridgework cannot be made serviceable, or
- (iii) the existing denture is an immediate temporary denture replacing one or more natural teeth, for which impressions were taken while the insured person is covered under this provision, and

replacement by a permanent denture is required, and taken place within twelve (12) months from the date of installation of the immediate temporary denture, or

- (iv) the existing denture or bridgework is replaced by an equivalent denture or bridgework.

The maximum amount payable with respect to Part III charges defined above which are incurred by each insured person under this provision in any twelve (12) consecutive months shall not exceed Two Thousand dollars (\$2,000.00) effective January 1, 1988.

If an insured person incurs any of the Part III charges defined in this provision while the insurance under this provision with respect to the insured is in force, the Insurance Company will pay to the individual an amount equal to eighty per cent (80%) of the Part III charges incurred.

PART IV

(Applicable to Dependent Children Only)

Orthodontics

All necessary dental treatment which has as its objective the correction of malocclusion of the teeth.

Coverage is provided at fifty percent (50%) of the dentist's charge, or at fifty percent (50%) of the Fee Guide or Schedule of Fees for general practitioners, whichever is lower. There is a lifetime maximum payment under the "Dental 4" option of one thousand five hundred dollars (\$1,500.00). (Effective January 1, 1990, the lifetime maximum payment is increased to two thousand dollars (\$2,000.00)).

SCHEDULE "D"

MEDI-PAK

Basic Insured Charges

Insured Charges

The following qualify as insured charges, but only to the extent

- (1) that they are reasonable and were necessarily incurred and
- (2) that except where otherwise indicated, they are recommended or approved by a physician or surgeon legally licensed to practise medicine, and
- (3) that they exceed the amount payable under any other provision of this plan, or from any source other than policy issued to an individual by an insurance company or which would have been payable had the person been insured under the appropriate government hospital medical or health care plan, and
- (4) that they are not prohibited from payment by the Provincial Health and/or Hospitalization Plans.

Basic Benefits

- (1) ^{70%}~~100%~~ Charges for prescribed drugs, medicines, serums and vaccines obtainable only upon a written prescription but excluding any charges made for the administration of injectable drugs, serums and vaccines.
- (2) Private duty nursing by a Registered Nurse who is registered in any of the Provinces of Canada (not relative): either in the hospital or home, providing it is ordered by the attending physician.
- (3) Charges for hospital services and supplies while not confined in hospital.
- (4) Charges for transportation in licensed ambulance, or emergency transportation, from the place where the patient suffers bodily injury or disease to the nearest hospital where adequate treatment can be rendered, or from one hospital to another hospital, or from hospital to the patient's residence. (Emergency transportation includes transportation by air, rail or water).
- (5) Charges for the following services and supplies:

- (a) Purchase of braces, crutches, artificial limbs and eyes, required as a result of bodily injury which occurred or disease which commenced while insured.
- (b) Purchase of approved prosthetic devices required as a result of bodily injury which occurred or disease which commenced while insured.
- (c) Rental of wheelchair, hospital-type bed, or other approved durable equipment for temporary therapeutic use required as a result of bodily injury which occurred or disease which commenced while insured.

If the purchase of such equipment is a more satisfactory arrangement, agreement to purchase will be at the option of the Insurance Company.

(d) Oxygen and blood serum.

(6) Charges by a dentist legally licensed to practise dentistry for the following dental treatment necessitated by a direct accidental blow to the mouth, and not by an object wittingly or unwittingly placed in the mouth, which occurred while the employee was insured under this benefit, and received within three (3) years of an accident for:

50e
100
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2

- (a) Dental treatment of injuries to natural teeth.
- (b) Replacement of natural teeth to a maximum of five hundred dollars (\$500.00) per accident.

(7) Charges for the following emergency treatment required by an insured person outside of the Province in which he is a resident for:

- (a) Room and board in a licensed hospital up to ward level for each day that he is confined in hospital.
- (b) Hospital services and supplies furnished by a licensed hospital.
- (c) Diagnosis and treatment by a physician or surgeon.

(8) Charges for Diagnostic Tests and Radiological treatments: including x-rays and laboratory tests.

(9) Charges for treatment by a qualified physiotherapist, who is not normally resident in the patient's home.

- (10) Payment to qualified speech therapists up to two hundred dollars (\$200.00) per benefit year, but only when we are provided with a certificate by a medical doctor or dentist that such treatment is necessary.
- (11) Payment to registered clinical psychologists up to thirty-five dollars (\$35.00) for the first visit and twenty dollars (\$20.00) per hour for subsequent treatments to a maximum of two hundred dollars (\$200.00) during a benefit year in all.
- (12) Charges for Hearing Aids prescribed by a physician certified as an **Otolaryngologist**, to a maximum benefit of three hundred dollars (\$300.00) during the lifetime of each insured person.

Supplementary Hospital Benefit

70/100 When a member of the plan or one of his dependents is confined to hospital he will be reimbursed for charges made by a Hospital in excess of the standard public ward rate, up to semi-private accommodation.

Eyeglasses

70/100 Eyeglasses up to a total amount of two hundred dollars (\$200.00) per person in any period of twenty-four (24) consecutive months when provided on the written prescription of a medical doctor or optometrist, but not the cost of the eye examination. Sunglasses or eyeglasses for cosmetic purposes are not included. (Effective July 19, 1989.)

Hospitalization

Effective 1 July 1985, Schedule D be amended to include the optional paramedical services benefit. The following qualify for charges but only to the extent that they are duly qualified in accordance with the laws of the Province in which they are practising within the scope of their licence.

- (a) Chiropractors
- (b) Osteopaths
- (c) Chiropodists or Podiatrists
- (d) Naturopaths
- (e) Masseurs on the recommendation of a legal: licensed Physician or Surgeon (treatment : necessary)

(f) Christian Science Practitioners, if listed in the current Christian Science Journal

(g) Charges for diagnostic x-rays and Laboratory fees ordered by either A, B or C listed above.

The maximum charge for each visit is not to exceed the Schedule of Fees approved by the Association of which the practitioner is member, and where there is no approved Schedule of Fees, the charge must be reasonable.

The maximum is four hundred dollars (\$400.00) per person per calendar year.

Exclusions

No payment will be made for charges resulting from the following or for any cause set forth in the section of the booklet entitled, "GENERAL LIMITATIONS":

(a) Cosmetic Surgery.

(b) Examination by, or the services of, a practitioner whose charges are considered as INSURED CHARGES under this Plan if such examination or services are required solely for the use of a third party.

LETTER OF UNDERSTANDING

1. The parties agree to enter into a Letter of Understanding that shall provide that the provisions of Article 4(10) shall be reviewed after a one (1) year trial period at which time they may be continued, amended, or deleted from the Collective Agreement if either party so requests.
2. The parties further agree that the provisions of Article 4(10) and the alteration of Article 3(1)(c) shall take effect for the calendar year 1990.
3. The Letter of Understanding shall further provide that the Joint Association Management Committee will be created to examine the feasibility of establishing a sign-off procedure for all other Members for annual leave and statutory holidays.
4. Both parties agree and recognize that it is the purpose of this trial period to, firstly, increase the availability of signing blocks above the current practice of ten per cent (10%) of personnel within the division, and secondly, create more balanced squads by seniority.
5. The Board has agreed that a Letter of Understanding will be entered into providing for a Committee to be structured between the Association and Management in order to structure the whole concept of a sabbatical leave of absence and establish rules and procedures which would allow the implementation of such a program. Ultimately the Committee will report to the Board for its approval and allow changes to the Collective Agreement.
6. The amended provisions of Article 28(6)(d), (e) and (f) do not apply to any Member(s) applying for indemnification; or charged with a criminal or statutory offence; or involved in any other civil or judicial proceeding which may be subject to application for legal indemnification under Article 28 prior to the date of ratification.
7. The Board provides a Letter of Intent that the Association is entitled to receive a copy of the insurance policies, as specified in Articles XII and XIII and other information respecting the coverage provided, but not to include costings.
8. The provisions of Article VIII shall take effect January 1, 1989 with an accounting to be done by both parties.

for time used prior to ratification. The Association has undertaken to withdraw its current grievance as 'relates to Time-Off for Association business which will be dealt with by way of separate correspondence.

The Board and the Association have agreed that a Letter of Understanding will be entered into which shall provide that a Committee will be structured between Management and the Association to look at the whole concept of career development and promotional procedure. Such Committee will ultimately be making recommendations to the Board as to amendments that should take place in the Collective Agreement. In that scenario the Board is of the opinion that present language should remain in effect in order to allow the Committee to propose a comprehensive set of changes.

1. It is agreed and understood that the compressed work week trial periods shall continue through to December **31, 1989.**

Service pay will be frozen for all Members at the **1989** entitlement amount. Members will continue to receive their **1989** entitlement for the balance of their employment unless they qualify for a senior constable designation as set out in Schedule **"A"** hereof at which time such Member must elect whether to choose service pay or the senior constable's salary. Members who are not receiving **service pay** effective the date of ratification shall **not qualify** for the same in **any** subsequent year. It is further agreed and understood that there shall be no increases in service pay amounts over the **1989** entitlement.

Each Member who qualifies for service pay is entitled to receive the service pay, in one **(1) installment** prior to the **15th** day of December, of each year.

The parties have agreed that effective January **1, 1990** a category will be inserted into Schedule **"A"** as Senior Constable to fall between First Class Constable and Sergeant Second with an effective rate of one hundred and one point five percent **(101.5%)** of a First Class Constable's salary. It is agreed and understood that the concept of Senior Constable will be further discussed between the Association and the Board in negotiations that will take place regarding career development and promotional procedure. In discussing qualifications for

the position of Senior constable, the following factors shall be taken into consideration, but are not in **any** way meant to limit the qualifications that may be established. The factors are as follows:

- (a) The Member must have completed a minimum of ten **(10)** years of service with the Board of Commissioners of Police;
- (b) **The Member** must be qualified on all promotional examinations up to and including the Sergeant's level;
- (c) The Member must have a satisfactory attendance record;
- (d) The Member must have **no** major **convictions** under The Police Act in the previous twelve **(12)** months;
- (e) The Senior Constable designation shall be reviewed annually and the Member must **re-qualify** each year;
- (f) Additional qualifications as are required and agreed to between the parties.

It is agreed that a **Member** has the right to grieve a denial of Senior Constable classification.