



**ACTIVE POLICE PERSONNEL
COLLECTIVE AGREEMENT
2003-2005**

THE 2003-2005 AGREEMENT
(ACTIVE POLICE PERSONNEL)

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THIS AGREEMENT entered into **this** day of, **2004**.

B E T W E E N

THE HAMILTON
POLICE SERVICES BOARD [2002]

(Hereinafter called "the Board")

OF THE FIRST PART

- and the -

HAMILTON POLICE ASSOCIATION [2002]

(Hereinafter called "the Association")

OF THE SECOND PART

WHEREAS the Board and a Bargaining Committee of the Hamilton Police Association [2002] are empowered under Section 119 of the Police Services Act, being Chapter 10 of The Revised Statutes of Ontario, 1990, 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 Police Service [2002] 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 Services Act, and

WHEREAS the Board and the Bargaining Committee of the Hamilton Police Association have agreed to enter into these presents in respect of the years of 2003, 2004 and 2005 for the purpose of defining, determining and providing for remuneration, pensions, sick leave credit gratuities, grievance procedures and working conditions of the said members of the Hamilton Police Service [2002] below the Rank of Inspector. [2002]

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

ARTICLE 1
PURPOSE, SCOPE AND MANAGEMENT RIGHTS

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 2003-2005 of members of the Hamilton Police Service [2002], 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 Services Act. [2002]

Scope

- (2) Provisions of this Agreement apply to the Police Officers of the Hamilton Police Service [2002] below the Rank of Inspector, who are hereinafter referred to as member or members, whichever is the case. As per subsection 118 (1) of the Police Services Act the parties assign the sworn members to this separate collective agreement. [2003]

(3) The Board

- (a) recognizes that the members are actively engaged in the maintenance of law and order in the City of Hamilton [2002]

(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 City of Hamilton,

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

(4) Management Rights

- (a) The Association and its members recognize and acknowledge that it is the exclusive function of the Hamilton Police Services Board: [2002]

(i) to direct the working force which includes the right to direct, plan and control working operations and to schedule working hours, and,

- (ii) to hire, classify, transfer, promote, demote, dismiss, discipline, suspend or lay-off members because of lack of work or other legitimate reason, and
 - (iii) to introduce new and improved facilities and methods to improve the efficiency of the operations of the Service.
- (b) The Association agrees that it will not intimidate or coerce any member into membership in the Association, and
- (c) The Association agrees that there is to be no discrimination against any person in the employing or continuing to employ contrary to the Ontario Human Rights Code or any other Provincial Statute.
- (d) The Association recognizes 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.
- (e) The Board agrees that it will not exercise any of the functions set out in this Article in a manner inconsistent with the provisions of this Agreement or the Police Services Act of Ontario and the Regulations thereto.
- (f) Management acknowledges that, when exercising its right regarding matters relating to discipline or dismissal which fall outside of the scope of Part V of the Police Services Act, the exercise of such right is to be measured against a standard of just cause.
- (g) Management further acknowledges that it will not exercise its right to transfer members for reasons other than those relating to the efficient delivery of police services and in any event, not in a manner which is inconsistent with the terms of this Agreement.
- (h) Management agrees that there is to be no discrimination against any person in the employing or continuing to employ, contrary to the Ontario Human Rights Code or any other Provincial Statute.
- (i) Management 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.
- (j) Management agrees not to interfere with the rights of members of the Hamilton Police Service [2002] 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 their connection with the Bargaining Committee of the Hamilton Police Service [2002] or the Association.

ARTICLE 2
SALARIES

The annual salaries for members for the years 2003 - 2005 are to be in accordance with the salaries specified in the provisions of Schedule "A" attached hereto and forming part of this Agreement.

ARTICLE 3
HOURS OF WORK AND OVERTIME

3. Hours of work

- (1) Each member of the Police Service is to perform such police duties as are assigned, from time to time, to the member and in any event, such duties subject to the exigencies of the Service, are to be performed in each week,
- (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, except those working in uniform patrol, who are governed by the terms of Schedule "H" to this Agreement, 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) 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.

- (iii) Notwithstanding Article 3.(1)(b)(i) and (ii), the shift schedules and the normal hours of work for those members assigned to the Traffic Division and the Community Reception Officers at each Division, shall be in accordance with the shift rotation and hours of work set out in Schedule "F" which forms part of this Agreement. In relation to the Traffic Division Schedules identified in Schedule "F", the parties acknowledge that the flexibility to alter the shifts and hours of work, in particular the night shifts, shall be exercised on an as required basis.

- (c) (i) The 10 hour shift schedules are restricted to members assigned to identified areas in Schedule "F" which is attached hereto and forms part of this Agreement. The hours of work and shift rotation set out in schedule "F" shall, subject to 3.(1)(c)(ii), (iii) and (iv) below, remain unchanged.

- (ii) Without restricting the purpose of 3.(1)(c)(i), at the discretion of the Chief of Police, permanent changes to the 10 hour schedules may take place after a minimum of six (6) months advance notice to the Association.

- (iii) Temporary changes to the 10 hour schedule may take place when a specific exigency arises and in general is limited to major investigations or special projects. When these temporary changes occur, all other contractual rights are maintained and the member shall return to the normal schedule as soon as is practicable. The Command Officer, or designate, shall notify the Association of any changes necessitated under this provision.

- (iv) Isolated changes may also occur due to specific requirements upon mutual consent of the member and supervisor.

- (v) All hours worked on a 10 hour schedule shall be consecutive hours and all days off shall be consecutive in conformance with Schedule "F" and, subject to the exigencies of the Service, there shall be one (1) seventy-five (75) minute lunch period granted at a reasonable time during the shift.

- (d) 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(6), (10) and (11).

- (2) A Duty List is to be posted at each Police Station in the City of Hamilton 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. Notwithstanding the aforementioned, the posting period applicable to the Traffic Division is identified under Schedule "F".
- (3) Where, as the result of exigencies of the Service, a member is assigned other duties and, as a consequence of having signed for and utilized unearned accrued time and/or statutory holidays, is in a debit position with respect to the time utilized, the member will be given the option of repaying the time in the current or following calendar year.
- (4) With the exception of an emergency or on-going investigation, where a member is required to work overtime or a "call-in" which: [1998]
 - (a) extends into the member's next regularly scheduled shift, then the hours worked during the overtime or "call-in" will be credited, at the premium rate, towards the completion of that regularly scheduled shift, or [1998]
 - (b) concludes prior to the commencement of the member's next regularly scheduled shift, then, at the option of the supervisor, the member will be either: [1998]
 - (i) provided with seven (7) consecutive hours of rest before reporting for the next regularly scheduled shift at no expense to the member, or [1998]
 - (ii) credited with the hours worked during the overtime or "call-in" at the premium rate, towards the completion of the next regularly scheduled shift, which shift will be varied to commence immediately upon the conclusion of the overtime or "call-in". [1998]

Overtime

- (5) In any twenty-four (24) hour period, time worked in excess of the member's 8, 10 or 12 hour shift, is to be classified as overtime and paid in cash or lieu time, at the option of the member, at the rate of one and one-half (1-1/2) times the member's 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 three (3) hours prior to a regularly scheduled shift. [2003]
- (d) to include, when a member is required to work on the member's regularly scheduled day off unless, by mutual agreement the member's day off has been changed.
- (e) 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 sub-sections (5) and (8) 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.
- (6) A member is required to file, in the month of December in each year, an election, with the Chief of the Hamilton Police Service as to whether the member will accept time off or cash in payment of the member's accumulated hourly credits for the succeeding year for overtime.
- (7) A member who performs regular police duties for a continuous period which includes two (2) hours in addition to the member's regularly scheduled shift, is entitled to receive:
 - (a) for such period, a meal allowance of Ten dollars (\$10.00), and [1998]
 - (b) for each succeeding period of five (5) continuous hours, a meal allowance of Ten dollars (\$10.00). [1998]
- (8) When a member is called in by a command or supervisory officer during the member's off-duty hours to perform any police duty that is directly or indirectly connected with the Police Service such recall, except where the member is called in for disciplinary reasons under the provisions of the Police Services 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) times the member's normal hourly rate of pay for all such hours of duty, with a minimum of three (3) hours pay at time and one-half (1-1/2).
- (9) Members required to be on "stand-by/on-call" for any reason during any off-duty hours shall receive three (3) hours pay at straight time for each 12 hour period or part thereof they are requested to be on "stand-by" or "on-call".
- (10) 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.

- (11) Where a member has, at November 30th in any year, time off credited in respect of overtime, such credits will be paid in cash to the member in the second pay period in December.
- (12) Overtime will not be credited nor will salary be deducted during the Fall when the clocks are turned back, or in the Spring when the clocks are turned forward. [1998]

ARTICLE 4
ANNUAL VACATIONS WITH PAY

- 4. (1) Each member shall be granted, except as otherwise expressly provided herein, an annual vacation with pay according to the member's aggregate credited service 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
 - (b) Members with not less than one (1) year of service are to receive two (2) weeks vacation with pay, and
 - (c) Members with not less than three (3) years of service are to receive three (3) weeks vacation with pay, and
 - (d) Members with not less than nine (9) years of service are to receive four (4) weeks vacation with pay, and
 - (e) Members with not less than fifteen (15) years of service are to receive five (5) weeks vacation with pay, and
 - (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 the 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
 - (g) Members with not less than twenty-seven (27) years of service are to receive seven (7) weeks vacation with pay, and
 - (h) Members in their retirement year are to receive two (2) additional weeks vacation with pay.
 - (i) A member has the option of accepting cash in lieu of the vacation leave which they were due to receive in their retirement year.

- (j) All vacations granted in any year shall be determined on the basis of the aggregate credited service of the member and such service is to include any period or periods of absence due to illness (certified by a medical practitioner), injury on duty, or parental/pregnancy leave whether paid or unpaid, or any other type of leave for which pay is provided. All other periods of absence, other than those noted above, will reduce a member's vacation entitlement for the year in which it is claimed in the same proportion by which the period of absence relates to the full calendar year.
 - (i) In the event a member suffers an injury on duty and elects to pursue a third party claim, the Board agrees to advance vacation pay to which the member would otherwise have been entitled, provided the member undertakes to reimburse the employer an amount of money equivalent to that which had been advanced, upon determination of the claim.
- (2) (a) 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.
 - (b) Members who join the H.W.R.P.S. after January 1, 1991 with previous unbroken service with the Board, the Regional Municipality of Hamilton-Wentworth or its area municipalities, the City of Hamilton, or members of the Hamilton Harbour Police, who were hired in 1986, will be credited with such service in the calculation of their vacation entitlement. This calculation to be effective January 1, 1992,
- (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 the member's seniority as scheduled from time to time by the Chief of the Hamilton Police Service [2002] 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 the member's 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 the member 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 7, 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, (Sixteen (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 the member has qualified under the term of this Agreement for seven (7) weeks vacation with pay in the member's year of retirement or separation from service, is entitled in such event to receive such vacation with pay plus fourteen per cent (14%) of the member's normal rate of pay earned during the period commencing January 1 in the member's 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 the member has qualified under the terms of this Agreement for six (6) weeks vacation with pay in the member's year of retirement or separation from service, is entitled in such event to receive such vacation with pay plus twelve per cent (12%) of the member's normal rate of pay earned during the period commencing January 1 in the member's 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 the member qualified under the terms of this Agreement for five (5) weeks vacation with pay in the member's year of retirement or separation from service, is entitled in such event to receive such vacation with pay plus ten per cent (10%) of the member's normal rate of pay earned during the period commencing January 1 in the member's 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 the member has qualified under the terms of this Agreement for four (4) weeks vacation with pay in the member's year of retirement or separation from service, is entitled in such event to receive such vacation with pay plus eight per cent (8%) of the member's normal rate of pay earned during the period commencing January 1 in the member's 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 the member has qualified under the terms of this Agreement for three (3) weeks vacation with pay in the member's year of retirement or separation from service, is entitled in such event to receive such vacation with pay plus six per cent (6%) of the member's normal rate of pay earned during the period commencing January 1 in the member's 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 the member has qualified under the terms of this Agreement for two (2) weeks vacation with pay in the member's year of retirement or separation from service, is entitled in such event to receive such vacation with pay plus four per cent (4%) of the member's normal rate of pay earned during the period commencing January 1 in the member's 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 the member's retirement or separation from service to be paid such vacation benefits as are provided under The Employment Standards Act of Ontario.
- (9) Where a member dies, there is to be paid in cash to the member's estate such amount as represents the vacation with pay to which the member was entitled at the member's death.

- (10) The following provisions shall apply to those members working a twelve (12) hour shift, except that Schedule "H" shall apply to all members working uniform patrol:
- (a) For the purposes of Article 4.(10), entitlement shall include annual leave, accrued time, and statutory holiday credits.
 - (b)
 - (i) 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.
 - (ii) For the purposes of 10. (b) (i) above the minimum number of members allowed off on annual leave per Squad at each station shall be determined using the chart outlined in Section 15 of this Article.
 - (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 sixty percent (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 the member's 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 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),
- (11) The following provisions shall apply to those members assigned to the Traffic Division and Community Reception Officers working the twelve/eight (12/8) hour shift schedule:
- (a) For the purpose of 4.(11), entitlement shall include annual leave, statutory holiday credits and accrued time.
 - (b) 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 complete calendar week or more shall not earn or lose accrued time.
 - (c)
 - (i) In each week the member is regularly scheduled to work a 48 hour week, the member shall be credited with +8 hours.
 - (ii) In each week the member is regularly scheduled to work a 32 hour week, the member shall be debited -8 hours.
 - (d) Management shall calculate the projected credit or debit time referred to in (c) (i) and (ii) prior to the third signing and the member shall sign for accrued time in accordance with 4.(11) (f).
 - (e)
 - (i) 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.
 - (ii) For the purpose of 11.(e) (i) above, the minimum number of members allowed off on annual leave per squad at each station shall be determined using the chart outlined in Section 15 of this Article.:
 - (f) 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 this Agreement.
 - (ii) Second signing all remaining annual leave entitlement.
 - (iii) Third signing all statutory holidays and at least fifty percent (50%) of the projected accrued or credit time. Any remaining time may be signed for in an

open spot or utilized on a date mutually agreed to between the member and the Command Officer.

- (iv) Those members in a projected debit position shall be entitled to select "elective days off" (i.e. annual leave, statutory holiday time) they will work in order to offset the projected debit time but notice must be given to the Command Officer; or the member may work a date mutually agreed to between the member and the Command Officer; or the member may offset debit time with court time or overtime.
 - (g) In any event, any adjustments will be calculated by October 1st and the member advised time owing must be signed for by November 1st or control of time is forfeited.
 - (h) 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.
 - (i) Each member will be advised of what the member's entitlement will be and must sign in accordance with Article 4.(11) (f).
 - (j) 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 to attend court, it is agreed the provisions of Article 4.(6) shall not apply.
 - (k) 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).
- (12) The following provisions shall apply to those members working a 10-hour shift schedule:
- (a) For the purposes of this Article, entitlement shall include annual leave and four (4) statutory holiday credits.
 - (b) Signing shall take place by Division but each unit within a Division shall sign independently.
 - (c)
 - (i) Supervisory personnel shall sign independent of non-supervisory personnel. Each level of supervisory personnel shall sign independent of all other levels. Where more than one supervisor exists at each level, the supervisors shall sign as a group, by seniority. [2003]
 - (ii) Notwithstanding the provisions in subparagraph (c) (I), above, Detective Sergeants and Detectives shall sign together in units where there are no Detective

Constables. [2003]

- (d) Members will sign by seniority within their respective units, which are identified in the 10 hour shift schedules forming part of this Agreement. Signing for the subsequent calendar year shall be completed prior to November 1 for the following year's entitlement as follows:
 - (i) First signing for two (2) weeks as defined in the Agreement.
 - (ii) Second signing for all remaining full weeks of annual leave entitlement.
 - (iii) Third signing for four (4) statutory holidays, and individual annual vacation days.
- (e) Signing sheets shall be posted that indicate the work schedule and shall indicate the number of members entitled to take time off on each day in accordance with the provisions of the Agreement. It will also include a list of members within the unit in numerical order by seniority.
- (f) For the purpose of this Article, the minimum number of members eligible for leave on each day shall be a minimum outlined in Section 15 of this Article for each signing group.
- (g) Members shall be allowed to change days signed for by arranging a trade with another member within the signing group unit or by moving the date to an open spot, but notice must be given to the Command Officer. Where a conflict arises, seniority shall prevail.
- (h) 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.
- (i) A member may, at the member's discretion, utilize one week of vacation entitlement one day at a time.
- (j) Members shall be advised of their entitlement when the Signing Sheets are posted and must sign in accordance with this Article.
- (k) If a member signs a third signing and as a result has Monday through Friday off, that period is deemed to be a vacation period and the member is entitled to block off the entire week for court purposes.
- (l) It is further agreed and understood that all remaining Statutory and Proclaimed Holiday entitlement may be assigned to a member on any of the days designated in this Agreement as a Statutory or Proclaimed Holiday.

- (13) The following provisions shall apply to those members working a regular eight (8) or ten (10) hour straight day office hour schedule:
- (a) For the purpose of this Article, entitlement shall only include annual leave entitlement as Statutory Holidays shall be utilized in accordance with the applicable provisions of the Agreement.
 - (b) Signing shall take place by Division but each unit within a Division shall sign independently.
 - (c) Supervisory personnel shall sign independent of each other and non-supervisory personnel.
 - (d) Members will sign by seniority within their respective units. Signing for the subsequent calendar year shall be completed prior to November 1 for the following year's entitlement as follows:
 - (i) First signing for two (2) weeks as defined in the Agreement.
 - (ii) Second signing for all remaining full weeks of annual leave entitlement.
 - (iii) Third signing for single leave days.
 - (e) Signing sheets shall be posted that include a list of members within the unit in numerical order by seniority.
 - (f) For the purpose of this Article, the minimum number of members eligible for leave on each day shall be the minimum outlined in Section 15 of this Article for each signing group.
 - (g) Members shall be allowed to change days signed for by arranging a trade with another member within the signing group unit or by moving the date to an open spot, but notice must be given to the Command Officer. Where a conflict arises, seniority shall prevail.
 - (h) 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.
 - (i) A member may, at the member's discretion, utilize one week of vacation entitlement one day at a time.
 - (j) Members shall be advised of their entitlement when the Signing Sheets are posted and must sign in accordance with this Article.

- (14) For the purposes of this Article, seniority for signing shall be determined:
- (i) by full time service with the Board,
 - (ii) in the event of a tie in full time service between two members on the same signing list, part time/temporary service with the Board will be included in the calculation,
 - (iii) in the event a tie remains, it will be resolved alphabetically using the first letter of the member's last name at date of full time employment with the Board. (1998)
- (15) (a) Subject to eligibility requirements outlined in subsection b, the minimum number of members allowed off on annual leave at one time shall be determined by the chart outlined below.

<u>1 to 7 (Eligible Members on unit / squad)</u>	<u>1 Member off per week</u>
<u>8 to 12 (Eligible Members on unit / squad)</u>	<u>2 Member off per week</u>
<u>13 to 17 (Eligible Members on unit / squad)</u>	<u>3 Member off per week</u>
<u>18 to 22 (Eligible Members on unit / squad)</u>	<u>4 Member off per week</u>
<u>23 to 27 (Eligible Members on unit / squad)</u>	<u>5 Member off per week</u>
<u>28 to 32 (Eligible Members on unit / squad)</u>	<u>6 Member off per week</u>
<u>33 to 37 (Eligible Members on unit / squad)</u>	<u>7 Member off per week</u>
<u>38 to 42 (Eligible Members on unit / squad)</u>	<u>8 Member off per week</u>
<u>43 to 47 (Eligible Members on unit / squad)</u>	<u>9 Member off per week</u>

- (b) Officer eligibility per squad / unit shall be based on actual number of officers available for the street each year and in advance. Individuals who fall into the criteria below will be removed from the calculation:
- (i) Officers who are on a leave of absence in excess of three (3) months.
 - (ii) Officers who are suspended from duty.
 - (iii) Officers who are on a long-term illness, maternity leave or unpaid absences with no anticipated return to work for the annual leave signing year.
 - (iv) Officers who are seconded to other agencies or divisions for the annual leave signing year.

Officers excluded from this calculation will sign their annual leave, based on seniority, on a separate list.

ARTICLE 5
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

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 Police Service [2002],
- (2) (a) Where the member is working a ten (10) or twelve (12) hour shift schedule, he/she is entitled to ninety-six (96) hours statutory time off. For members working a twelve (12) hour schedule such entitlement is to be utilized under the provisions of Article 4.(10)(c)(iii). Such entitlement is in lieu of the provisions of Article 5.(1)(a) and (b). For members working a 10 hour shift rotation schedule, forty (40) hours or four (4) days of such entitlement shall be utilized under the provisions of Article 4. (11)(d)(iii). All remaining entitlement may be assigned to a member on any of the days designated in this Agreement as a Statutory or Proclaimed Holiday.
- (b) Where the member is working a patrol officer shift schedule as contained in Schedule "H" to this Collective Agreement, he/she is entitled to ninety-six (96) hours statutory time off which is to be utilized in accordance with the provisions of Schedule "H", Article 4(10)(b).
- (3) 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 their normal rate of pay.
- (4) 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 their normal rate of pay.
- (5) 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) their normal hourly rate of pay for all hours that are worked on the holiday.

- (6) The premium rate for a Statutory or Proclaimed holiday will be paid on the actual calendar date on which it falls. Where a Statutory or Proclaimed holiday is observed on a date other than the calendar date on which it falls, no premium is payable for the date it is observed. The Chief, or designate, will endeavor to post Statutory and Proclaimed holiday dates by November 1st of the preceding year. [* 1995]

ARTICLE 6

ACTING RANKS, CAREER DEVELOPMENT AND CONFIRMED RANKS, COACH OFFICERS

6. (1) Where a member has been directed by the Chief of the Hamilton Police Service [2002] to perform, on a temporary basis, the duties of a higher rank, the member shall be paid the normal rate of pay of such higher rank for each period or periods that the member performs such duties.
- (2) Members assigned to perform the duties of a higher rank must be qualified by having successfully completed the promotional examinations contained in the Promotional Procedure referred to in Article 17. The Chief of Police, or designate, may make exceptions to this section based upon the exigencies of the Service. Exceptions shall not be made unless there are no qualified members available on or off duty within the Division. [1998]
- (3) For the purpose of this article the normal rate of pay of such higher rank shall be:
 - (i) In the case of a member being assigned to Sergeant's or Detective's duties, the normal hourly rate of a Sergeant 2 or of a Detective 2.
 - (ii) In the case of a member being assigned to Staff Sergeant's or Detective Sergeant's duties, the normal hourly rate of a Staff Sergeant or a Detective Sergeant.
 - (iii) In the case of a member being assigned to Inspector's duties, the normal hourly rate of an Inspector.
- (4) Confirmed Ranks (2003)

The following provisions shall establish and govern the ratio of confirmed ranks and Detective Constables in the Investigative Services Division. The ratio of confirmed ranks and Detective Constables shall be maintained on the following basis in all identified areas:

- | | |
|--|--|
| <p>(i) BEAR
Staff Sergeant (1)
Sergeant (3)
Detective Constable (12)</p> <p>FORENSIC SERVICES
Staff Sergeant (1)
Sergeant (8)
Detective Constable (4)
Constable (1)</p> <p>MAJOR CRIMES
Staff Sergeant (3)
Sergeant (15)</p> <p>SPECIAL INVESTIGATIONS
Sergeant (4)
Detective Constable (1)</p> <p><u>DIVISIONAL DETECTIVES</u></p> <p>AREA 1
Detective Sergeant (1)
Detective (4)
Detective Constable (4)</p> <p>AREA 3
Detective Sergeant (1)
Detectives (4)
Detective Constable (4)</p> | <p>CRIMES AGAINST PERSONS
Staff Sergeant (1)
Sergeant (14)</p> <p>INTELLIGENCE
Staff Sergeant (1)
Sergeant (15)
Detective Constable (11)</p> <p>MAJOR FRAUD
Staff Sergeant (1)
Sergeant (9)
Detective Constable (2)</p> <p>VICE AND DRUGS
Staff Sergeant (1)
Sergeant (8)
Detective Constable (8)</p> <p>AREA 2
Detective Sergeant (1)
Detective (4)
Detective Constable (4)</p> |
|--|--|
- (ii) In the event that new or additional units or branches, etc. are created in the future, it is agreed and understood that discussions will take place between Management and the Association for the purpose of establishing the appropriate rank(s) and ratio of confirmed ranks. Where the parties are unable to agree, the issue(s) is subject to the grievance procedure and/or arbitration under the Police Services Act.
- (iii) In the event a reduction in staffing levels occurs in any unit or branch etc., it is agreed and understood that the present ratio of ranks identified in these Minutes of Settlement shall be maintained.

- (iv) The parties herein acknowledge that the staffing levels or ratio of confirmed ranks in Vice and Drugs will be subject to review after a maximum twenty-four (24) month period. If it is established that it is not feasible to maintain the current ratio, then consideration will be given to altering the ratio by two less Detectives.
- (v) The parties agree that the position of Detective Constable is an investigative career development position and officers must be qualified in accordance with the contractual Promotion Procedure to be eligible for assignment to the rank. The salary level applicable to the rank of Detective Constable is 8% above Police Constable 1 being identical to Sergeant 2 in Schedule "A".
- (5) A Coach Officer shall receive four per cent (4%) additional pay for each day the Coach Officer is actually training a recruit. [1998]
- (6) Premiums shall be paid to all officers assigned to and performing the duties of the following positions:
 - 1. Breathalyzer Technician - 1% on all wages
 - 2. Bomb Disposal Officer- 1% on all wages
 - 3. Accident Reconstruction - 8% on all wages

The above premiums shall only be paid if the officer assigned to the position maintains his/her qualifications in accordance with established qualification requirements. [2003]

ARTICLE 7 **OFF-DUTY COURT ATTENDANCE**

- 7 (1) (a) Where a member is required to attend at court during off-duty hours, the member is to be paid a minimum of four (4) hours at time and one-half (1-1/2) hours at the member's normal salary rate, and time and one-half (1-1/2) hours at the member's normal salary rate for all additional hours, [2003]
- (b) Where a member is required to attend court immediately after working any regular shift that finishes after midnight, the member is to be paid a minimum of four (4) hours or time and one-half (1-1/2) hours at the member's normal salary rate, and at time and one-half (1-1/2) hours at the member's normal salary rate for all additional hours, plus one (1) hour. [2003]
- (c) Where a member is required to travel out of the City of Hamilton [2002] to attend court while off duty, the member is to receive a credit of one and a half (1-1/2) minutes for each driving mile traveled as calculated from the City of Hamilton City Hall, in addition to the court time allowance for that attendance. [* 1995]

- (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.
 - (e) Where a member is notified to be on stand-by with respect to a court appearance or attendance at any other hearing the member shall be paid stand-by pay in accordance with the provisions of Article 3.(9).
 - (f) Where a retired or terminated member is required to attend court or any other hearing as a result of police duties, the member shall be entitled to the same benefits under this Article as the member would have been entitled to receive on the date the member retired or terminated.
- (2) A member is required to file, in the month of December in each year, an election with the Chief of Police as to whether the member will accept time off or cash in payment of the member's accumulated hourly credits for the succeeding year for court attendance.
- (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 attendance 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 4, and
 - (b) Under this Article.

- (7) When a member has been notified to attend court during the member's off duty time, the member shall receive the appropriate court allowance unless the member was notified that court was cancelled. Such notification shall be made no later than 1600 hours (4 p.m.) of the day prior to the date of the member's required attendance in court. [2003]

ARTICLE 8
ASSOCIATION BUSINESS

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 Article 8 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 (2) 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) 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, and such contribution applies both to this Agreement and the Civilian Contract. The Police Services Board agrees to match the total accumulated hours contributed by each member per annum. [2003]
- (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.
- (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 1800 hours.

- (6) The Association has the sole discretion to determine which activities will qualify for application under this section.
- (7) Two members 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 City of Hamilton [2002] that such members, or other Association staff, may continue or obtain, as the case may be, 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 members during the leave of absence for the purposes of the Workers' Compensation Act and any other member legislation.
 - (d) Any seniority that accrues to the members during their leave of absence will be credited as if they were performing active police duty.
 - (e) If the member wishes to return to active service with the Service, the Association shall provide the Board with four (4) weeks' written notice prior to the proposed date of return.
 - (f) The Board 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 etc., are to be borne by the Association.
 - (g) The member while performing duties for the Association shall not be subject to discipline, or to charges under the Police Services Act of Ontario.
 - (h) The member shall have the same rights as any citizen in terms of access to police buildings.
 - (i) It is agreed and understood that at no time shall there be more than two (2) persons who qualify for the terms and conditions of this sub-paragraph 7. from both the Sworn Officer's and the Civilian's bargaining unit combined.
- (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.
- (13) That both parties agree to bargain in good faith in any year contract negotiations are to occur. It is further agreed and understood that the Board's contract proposals shall be exchanged within fifteen (15) working days of the Notice of Desire to Bargain being served by the Association.

ARTICLE 9
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, is to be paid a cash allowance of ten dollars (\$10.00) per day for each day the member is in attendance in class at such course. This daily allowance is in addition to any meal allowance that may be granted.
- (b) who is attending any course where the member 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 the member's residence during that said period.

ARTICLE 10
CLOTHING AND FOOTWEAR EXPENSE

10. (1) Each member who performs police duties in plain clothes is entitled to receive, in cash, a clothing expense of one thousand dollars (\$1,000.00) per year. 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 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 five dollars (\$5.00) for each day that the member is required to wear plain clothes, but the total of this amount is not to exceed one thousand dollars (\$1,000.00) per year. [2003]
- (3) Each member who is required to perform police duties in uniform, notwithstanding that the member 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 Police Service [2002] 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 Police Service [2002] and is to be done as often as the Chief in his discretion determines.

ARTICLE 11
OCCUPATIONAL INJURY OR DISEASE

11. (1) Where a member who receives an injury in the course of the performance of 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 Workplace Safety and Insurance Board in respect of the said accident.
- (2) Any member

- (a) who receives an injury in the course of the performance of the member's police duties, and
- (b) who is in receipt of an award from the Workplace Safety and Insurance Board declaring the said injury to be compensable within the meaning of the Workplace Safety and Insurance Act, and
- (c) when a member is absent by reason of an illness or injury occasioned by or as a result of the member's duty and where an award is made by the Workplace Safety and Insurance Act,

the member shall, in addition to the Workplace Safety and Insurance 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 the member not been absent provided the member consents, in keeping with the spirit and intent of the "Workplace Safety and Insurance Act", to a release of information regarding the member's ability to perform modified duties. 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.

In any event it is acknowledged that the member's obligation to provide medical information is always subject to the provisions of the Workplace Safety and Insurance Act. Similarly, the employer's obligation to provide modified duties is subject to the provisions of the Workplace Safety and Insurance Act, the Police Services Act and the Ontario Human Rights Code.

- (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 the member's pension.
- (5) Where a member is injured as a result of the carrying out of the member's duties and is covered by the Workplace Safety and Insurance Board, the member shall be entitled to vacation and statutory holidays, and where the member is unable to receive the said vacation or statutory holidays, that the member be permitted 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 the member be permitted to carry them into the second calendar year following the year in which

the member received the injury. When the member carries the vacation or statutory holidays over, the member is entitled to receive the time off and not to receive any payment in lieu.

ARTICLE 12
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, the member's spouse, widow or widower, until they attain the age of sixty-five (65) years, as follows:
- (a) insured services under the Ontario Health Insurance Plan,
 - (b) an Extended Health Care Plan as set out in Schedule "D" [* 1995]
 - (c) a Dental Plan as set out in Schedule "C", and
 - (d) dental coverage at the current Ontario Dental Association fee schedule which shall be adjusted automatically whenever the ODA fee schedule is adjusted.
- (2) The Board acknowledges that the Association is entitled to receive a copy of the insurance policies, as specified in this Article and other information respecting the coverage provided, but not to include costings.
- (3) A Pay Direct Card System shall be used by the parties as specified in Schedule "D" to this Agreement.

ARTICLE 13
LIFE INSURANCE BENEFITS

13. The Board is to pay
- (1) 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
 - (2) one hundred per cent (100%) of the premiums payable for a Plan providing for accidental 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 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.
- (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 Service.
 - (6) The Board acknowledges that the Association is entitled to receive a copy of the insurance policies, as specified in this Article and other information respecting the coverage provided, but not to include costings.

ARTICLE 14
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 been 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

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)
 - (a) 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.
 - (b) Effective, March 12, 1992, members of the Hamilton-Wentworth Retirement Fund approved for total and permanent disability benefits shall be entitled to the following optional forms of disability benefits:
 - (i) a disability pension under the Plan subject to reduction in accordance with the formula in effect under the O.M.E.R.S. Act and the Regulations thereto, specifically Ontario Regulation 724, R.R.O. 1980, sub-section 13.(4) and 12.(4); or
 - (ii) a disability benefit which provides for the continuing accumulation of credited services and the waiver of contributions as described in sub-sections 13.(3), 3.(a) to 3.(h) of Ontario Regulation 724, R.R.O. 1980.
- (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 full cost.
- (9)
 - (a) Members of the Hamilton-Wentworth Retirement Fund who:
 - (i) have completed thirty-five (35) years of service, or
 - (ii) attained the normal retirement age of sixty (60) years, or
 - (iii) retire under the thirty (30) year supplementary plan, or

- (iv) die 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 any one of the existing options available in the Hamilton-Wentworth Retirement Fund, including an unreduced ten (10) year guarantee.
- (c) Members who retired or died between January 1, 1980 and December 31, 1987 are entitled to a sixty percent (60%) spousal survivor benefit if they selected any of the survivor's benefit options referred to in clauses 14.(9)(a) or 14.(9)(b) at no additional cost to the member or surviving spouse. For those surviving spouses entitled to an improved benefit, the recalculation shall be calculated in accordance with the Minutes of Settlement which form part of the arbitration award dated June 17, 1992, issued by Arbitrator J. W. Kilgour, and
 - (i) Those members who contribute or contributed to the Hamilton-Wentworth Retirement Fund subsequent to January 1, 1980, and retire after January 1, 1988, shall be entitled to a sixty percent (60%) survivor benefit if the member elects or fails to elect or is entitled to any one of the survivor benefit options referred to in clauses 14.(9)(a) and 14.(9)(b), at a cost no greater than the actuarial reduction factor under the former plan as it was prior to January 1, 1988 where the normal form of pension was a Joint and fifty percent (50%) Survivor Pension.
 - (ii) Notwithstanding 14.(9)(c)(i) above, a member may elect any one of the options referred to in 14.(9)(b) which includes the ten (10) or fifteen (15) year guarantee with a fifty percent (50%) Survivor Pension with the applicable actuarial reduction factor.
 - (iii) It is agreed and understood that the basis for the actuarial tables, in effect on January 1, 1993, will not be changed.
 - (iv) For greater clarity, the following describes the intent of 14.(9)(c)(i) and (iii):
The actuarial reduction factor to convert to a ten (10) or fifteen (15) year guarantee with sixty percent (60%) Survivor pension as compared to a Joint and sixty percent (60%) Survivor Pension are the same as those used to convert a ten (10) or fifteen (15) year guarantee with fifty percent (50%) Survivor Pension as compared to a Joint and fifty percent (50%) Survivor Pension.

- (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 included).
- (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 (partial disability included).
- (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 15
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 16
BEREAVEMENT LEAVE

- 16. (1) A member is entitled to receive a leave of absence, and to be paid at his / her normal rate of pay for any scheduled working days that fall within the period of the leave. The timing of such leave is to be at the option of the member, provided that the day of the funeral, if any, is to be part of the leave period. The member shall be entitled to receive this benefit in the death of any of the following:[2002]
 - [1998] (a) Mother, Stepmother, and
 - [1998] (b) Father, Stepfather, and
 - (c) adopting Mother, and
 - (d) adopting Father, and
 - [2002] (e) Brother, stepbrother and
 - [2002] (f) Sister, stepsister and
 - [1998] (g) Son, Stepson, and

- [1998] (h) Daughter, Stepdaughter, and
(i) Spouse, including Common Law Spouse as defined in the Family Law Act, R.S.O. 1990, as amended
(j) Mother-in-law, and
(k) Father-in-law, and
(l) Sister-in-law, and
(m) Brother-in-law, and
(n) Children-in-law, and
(o) Grandparents, and
(p) Grandchildren, and

but such leave of absence in the case of (a) to (k) shall be not more than five (5) days and in the case of (l) to (p) shall be not more than three (3) days. [2002] [* 1995]

- (2) In the case of special circumstances and where the member makes an application to the Chief of the Hamilton Police Service [2002], the leave of absence described in sub-section (1) of this section may be extended by the said Chief to five (5) days.
- (3) The Chief of Police, subject to the exigencies of the Service, may grant a leave of absence without pay where a member wishes to attend the funeral of a person who is not mentioned in section 16.(1).

ARTICLE 17 **PROMOTION PROCEDURE**

17. The Promotion Procedure shall be as set forth in Schedule "E". Amendments to the procedure will be undertaken on the recommendations of the Joint Association/Management Committee.

ARTICLE 18 **RECLASSIFICATION**

18. Any Member who is on a non-paid absence from employment for greater than six months shall be frozen in seniority for the purposes of reclassification. Non-paid absence shall not include member on paternity/maternity leave or members who are granted workplace safety insurance benefits by the Workplace Safety Insurance Board (WSIB). [2003]

ARTICLE 19 **VOLUNTARY PAID DUTY ASSIGNMENTS**

19. (1) The rates payable to all ranks for authorized voluntary paid duty assignments shall be one and one half (1-1/2) times the normal hourly rate of pay for each rank with a prevailing minimum rate of three (3) hours for any period of assignment.
- (2) Authorized Voluntary Duty is that duty as specifically authorized by the Chief, or a Deputy Chief, or the Hamilton Police Service [2002] 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 Services Act, Ontario.

ARTICLE 20
SHIFT PREMIUM

20. (1) There is to be paid to each member a shift premium of twenty (20) cents per hour for each hour actually worked by such member who commences a shift between the hours of 1200 hours and 2400 hours. [2003]
- (2) Notwithstanding sub-section (1) of this section,
 - (a) any member who works overtime on the member's 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 21
ASSOCIATION SECURITY

21. The Treasurer of the City of Hamilton [2002] is to deduct monthly from each member's wage payment such amounts as prescribed in a written Notice or Notices signed by the Administrator of the Association and such amounts so deducted are to be remitted to 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 22
GRIEVANCE PROCEDURE

22. (1) Where a difference arises between the Board and the Association relating to interpretations, application, administration or an alleged violation of this Agreement,
 - (a) STEP 1- The aggrieved member, accompanied by a representative of the Association, may present the grievance verbally and/or in writing to the Divisional Command Officer

concerned. The Command Officer shall render a decision in writing, or verbally, as appropriate, within two (2) working days, and

- (b) STEP 2 – Failing satisfactory settlement under Step “1”, the Association may, within five (5) working days submit the grievance in writing to the Deputy Chief for further discussion within five (5) working days in an effort to resolve the dispute and the Association may be represented by such person(s) as the Association deems necessary, and the Deputy Chief shall render a decision in writing within five (5) working days, and [*1995]
- (c) STEP 3 – Failing satisfactory settlement under Step “2”, the Association may, within five (5) working days of receipt of the decision of the Deputy Chief, submit the matter in dispute to the Chief. The parties shall meet within fourteen (14) working days of receipt of the grievance by the Chief. The Chief shall render a decision, in writing, within ten (10) working days of the meeting. [* 1995]
- (d) STEP 4 - Failing satisfactory settlement under Step "3" the Association may, within seven (7) working days after the written decision of the Chief require the grievance be adjudicated by a Conciliation Officer and/or an Arbitrator appointed under the Police Services Act by notifying the Board in writing.
- (2) Individual grievances must be filed within sixty (60) days of the date on which the circumstances upon which the grievance is based were known to, or ought reasonably to have been known to, the grievor. In the case of a group and policy grievance, the grievance must be filed within sixty (60) days from the date on which the subject matter of the grievance was known to the Association. [* 1995]
- (3) The Association may lodge a grievance in writing on any difference between the parties concerning a question of general application, interpretation, administration of the Agreement and such grievance shall commence at Step 2, and
- (4) A grievance under this Agreement shall be under the control of the Association and precludes an individual member submitting the grievance to an Arbitrator or Conciliation Officer under Section 123 of the Police Services Act, and
- (5) The Association shall include a consent form authorizing release of the involved members' personal information to the Association with the grievance submitted. [* 1995]
- (6) No matter is to proceed under Step (4), 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.
- (7) 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 Services Act and the Regulations adopted from time to time under that Act.

- (8) The Association is confined to the grievance and redress sought as set forth in the written grievance filed as provided in Step "1" or Step "2" as appropriate, of sub-section (1) of this Section.
- (9) 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 23
RETROACTIVITY - APPLICATION

- 23. Any additions, deletions, or amendments to the Agreement, would apply to those members in the employ of the Board on the date of the Agreement, Memorandum or Award, 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 execution of the Agreement, are deemed to be in the employ of the Board. Former members who resign prior to the date of this Agreement, Memorandum or Award shall receive the base salary percentage increase exclusive of any specialty or performance pay. [2003]

ARTICLE 24
EDUCATION

- 24. The Board is to establish an Education Fund for the benefit of all members of the Association to be administered by the Chief of Police in the amount of \$40,000.00 in 2002 [2002]. In each subsequent calendar year the fund will be increased by a percentage equivalent to the national percentage increase in the Consumer Price Index for the previous year.

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 work related courses provided the member's application is submitted in accordance with the procedures set out in the Position and Procedures Manual. 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 amount set out above represents the total of the Board's contribution to both the Active Police Personnel Agreement and the Civilian Police Personnel Agreement.

ARTICLE 25
EXPENSES

25. Where a member is required to travel extensively on police-related duties, the member shall receive, in advance, the member's travelling expenses and a per diem meal allowance in keeping with the rates of the City of Hamilton. [2002] A detailed Expense Account to follow.

ARTICLE 26
PARKING

26. The Board is to assist in obtaining parking for the members assigned to duties at the Administration Building. The facilities are to be in the vicinity of the Administration Building and the Board shall 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 27
EMPLOYMENT INSURANCE REBATE

27. The members of the Association agree to waive their right to their Employment Insurance rebate.

ARTICLE 28
MEMBERS' RIGHTS

28. (1) 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.
- (2) Informal discipline will be administered pursuant to P.P. I. II dated February 21, 1990 and Section 59 of the Police Services Act. Accordingly matters relating to informal discipline will not be the subject matter of a grievance.
- (3) Where a member has been documented or disciplined under informal discipline, all records of such discipline shall be purged after a discipline free period of two (2) years in accordance with Section 59 (2) of the Police Services Act.

(4) Where a member becomes mentally or physically disabled, the Board shall accommodate the member's needs in accordance with the Ontario Human Rights Code and Section 47 of the Police Services Act.

[1998] (5) A member shall be entitled to prior notice in advance of any disciplinary meeting which may result in charges under the Police Services Act. The member shall have the right to consult with or be accompanied by an Association representative of their choice if the member so requests.

ARTICLE 29 **LEGAL INDEMNIFICATION**

29. (1) The Board shall indemnify members, for reasonable legal costs incurred,
- (a) in the defence of a civil action, or
 - (b) in the defence of a criminal prosecution, excluding a criminal prosecution in which a member is found guilty of a criminal offence, or
 - (c) in the defence of a statutory prosecution, including an inquiry under Part II of the Police Services Act, or
 - (d) in relation to an attendance required at a Coroner's Inquest, Public Inquiry, or Royal Commission Inquiry, or[1998]
 - (e) subject to subsection 3 of this Article, where a Member is a subject officer, as designated by the Chief or Designate or by the Special Investigations Unit (S.I.U.) Director or Designate, in an incident investigated by the S.I.U. under the Police Services Act[1998]

if the members were carrying out the lawful execution of their duties in good faith at the time the circumstances giving rise to the cause of action, the charge or the subject matter of the inquiry occurred.

- (2) Notwithstanding the provisions of 29.(1) above, the member 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 Services Act and regulations there under,
 - (d) the conduct or actions of a member which amounted to a gross dereliction of the member's duties or deliberate abuse of the member's authority as a police officer,
- (3)
- (a) Any approval of legal indemnification under subsection 1(e) of this Article is subject to receipt of the final determination of the Special Investigations Unit that criminal charges or other punitive actions will not be initiated or pursued. [1998]
 - (b) A member who is eligible for legal indemnification under sub-section (1)(e) of this Article must reapply for further legal indemnification, in accordance with this Article, if necessary, following the completion of the Special Investigations Unit investigation, or when an information is laid against the member, whichever occurs first.
 - (c) A member will be required to indemnify the Board for any costs which are occurred by it in the event that a criminal charge or other action is initiated or pursued by the S.I.U., where the member is not entitled to indemnification in accordance with the provisions of paragraphs 1 (a) – (c), paragraph 2 and paragraph 4 of this Article. [1998]
 - (d) The provisions of Police Service Policy and Procedure 1.20: S.I.U. will be used to determine a member's classification as a subject officer for legal indemnification purposes in the event of a delay in such determination by the S.I.U. [1998]
- (4) The Board shall provide funds to a member, who is eligible for legal indemnification under the Agreement, for a retainer and for interim payment of legal costs as reasonably requested by the member's counsel, for proceedings in a court of the first instance, upon application by the member in writing within thirty (30) days of being charged or receiving notice of other legal proceedings covered herein, which application may be made on the following basis:
- (a) It appears that the member is entitled to indemnification of the costs for legal counsel arising under this Agreement, and in the case of a criminal charge where the actions of the officer in connection with the criminal charge, appeared to have been consistent with the lawful execution of the member's duties as a police officer, and
 - (b) The funds applied for do not exceed the lesser of two thousand dollars (\$2000) or fifty percent (50%) of reasonable legal costs, and in the event of dispute shall be determined by the Board's solicitor. If the interim legal costs increase over time, the member may apply for additional funds within the terms of this Article, and
 - (c) The member undertakes to indemnify the Board for such funds if the member is not entitled to indemnification in accordance with this agreement.

- (d) In the event of any dispute concerning the counsel to be obtained, the matter shall be resolved by an officer designated by the Chief and a member of the Association Executive designated for that purpose.
- (e) 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 of Police 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 (d) and this sub-section (e) does not restrict the right of the member to the member's choice of Counsel, but only relates to the question of indemnification.

- (5) For the purposes of legal indemnification under this Agreement, "reasonable legal costs", shall be based on the account rendered by the counsel performing the work. The account shall be subject initially, to the approval of the Board's solicitor and, in the case of a dispute between the counsel rendering the account and doing the work, and the Board's solicitor, the account shall be paid after it has been assessed on a solicitor and client basis by an assessment officer of the Ontario Court of Justice (General Division).

ARTICLE 30
PREGNANCY/PARENTAL LEAVE

- 30. (1) Pregnancy/Parental Leave shall be granted in accordance with the provisions of the Employment Standards Act, the Employment Insurance Act and Schedule "G".
- (2) Effective July 1, 1991, where a member is in receipt of Employment Insurance Benefits under the Employment Insurance Act, the member shall be paid a supplementary benefit in an amount which provides total compensation to seventy-five percent (75%) of the member's regular weekly earnings. Such payment shall continue while the member is in receipt of U.I.C. benefits as prescribed under the Act.
- (3) A pregnant member who, by virtue of her condition is unable to perform her regular duties during her pregnancy, may be provided with alternate accommodative employment without reduction of wages or benefits in accordance with the provisions of the Ontario Human Rights Code.

ARTICLE 31[2003]
FAMILY RESPONSIBILITIES LEAVE

31. (1) Family leave shall be defined as an absence from employment for the purposes of:
- (a) child care
 - (b) elder care
 - (c) other family care requirements
- (2) Subject to the exigencies of the Service, members may request the use of annual leave, accrued or overtime bank, at the member's discretion, for emergency purpose only, for a period of up to five (5) days for family leave purposes, in each calendar year, in accordance with Schedule B, 15 (c). Those members who have exhausted the aforementioned leaves / banks may request non-paid leave. Leave days may be taken individually or consecutively. [2003]
- (3) Leave requests shall not be unreasonably denied. [2003]

ARTICLE 32
LEAVE OF ABSENCE

32. A member may apply for a leave of absence without pay for a period not to exceed one (1) year but may continue paying the premiums to retain benefit coverage and make the applicable pension contributions to provide unbroken service for pension benefit purposes only. Such leave will be granted at the sole discretion of the Chief of Police.

ARTICLE 33
JOB SHARING [* 1995]

33. The parties agree to meet and develop a job sharing program, which is to operate at no cost to the Board and without detrimental effect upon the productivity and efficiency of the Police Service.

The Proposal is to be approved by the Police Services Board and by the Board of the Association on or before one hundred & twenty (120) days from the date of the signing of this Letter of Understanding. Once approved, the proposal is to be made available to the membership, and will be put into effect commencing January 1, 1997.

It is understood and agreed that the proposal is to operate for a period of twelve (12) months from the date of its implementation on January 1, 1997, after which the proposal will cease to operate and expire, unless renewed by the mutual agreement of both parties. The proposal will be reviewed by the parties in September of 1997.

It is agreed that should the parties fail to reach agreement or should either the Association Board or the Police Services Board not approve the program, this matter will not be considered to be a disagreement between the parties, and may not be the subject of a grievance. [* 1995]

ARTICLE 34

COMPRESSED WORK WEEK COMMITTEE [1998]

34. (1) Joint Committee on Scheduling identified in Arbitrator Picher's award, dated 28 September 1998, shall remain in place until January 01, 2000 for the purposes of implementation of the Patrol Branch Shift Schedule in Schedule H.
- (2) After January 01, 2000, the Patrol Branch Shift Schedule as set out in Schedule "H" will be subject to an annual review to be completed no later than August 1st of each year. This review shall be undertaken by the permanent Joint Compressed Work Week Committee, referenced in subsection (3) of this Article.
- (3) (a) After January 01, 2000, there shall be a permanent Joint Compressed Work Week Committee for discussion and problem solving in relation to any and all issues that may arise concerning any work schedules or schedules which may be in effect from time to time.
- (b) The Committee shall be comprised of not less than three members named by each party, and shall be provided such data and information as is reasonably required for the exercise of its functions, and shall have the power to make recommendations to the Chief with respect to solving any problems which may arise from time to time in relation to work scheduling.
- (c) The Committee shall meet frequently, or as required, to identify and resolve any problem that may arise with a shift schedule.

ARTICLE 35

LAY-OFF AND BUMPING PROVISIONS [* 1995]

- 35.(1) In the event of a lay-off of one or more Probationary Officers, or of one or more Police Officers who have completed the probationary period prescribed by the Police Services Act, the following shall apply:
- (a) The member with the least seniority shall be the first to be laid off provided that the next senior member retained has the necessary skills, qualifications, abilities and competence to perform the work available.
- (b) Subject to sub-section (c) below, members on lay-off, possessing the necessary skills, qualifications, abilities and competence to perform the work available, shall have a right of recall

for Officer-in-Training or Police Officer positions which become available, as the case may be, during the lay-off, in reverse order of lay-off.

- (c) The right of recall shall cease eighteen (18) months after lay-off and the member shall lose all seniority and be deemed terminated.
- (d) The Board will not participate in the cost of a member's benefits, including pension contributions, after the month in which the member is laid off, provided that, subject to the conditions of the carriers, the member may arrange to have benefits continued solely at the member's expense until recall or until the expiry of the period referred to in sub-paragraph (c), whichever occurs first.
- (e) For the purposes of this Article, seniority shall be calculated based upon length of prior service with the Board, and shall include any authorized leave of absence, including absence on sick leave. If two or more members have the same seniority, the Board shall determine seniority for lay-off based on the following, in the following order:
 - (i) length of prior service as a Police Constable with the Hamilton Police Service [2002],
 - (ii) length of prior service as a Civilian member of the Hamilton Police Service [2002] (including service as a Cadet, and
 - (iii) in the absence of the above, alphabetically by the last name at date of hire.
- (f) Where an officer is to be subject to recall, he/she shall be informed of such by written notice. This notice shall be considered to have been received by the member when mailed by Registered Mail to the last known address of the member as shown on the records of the Police Service. It shall be the responsibility of each member on lay-off to keep the Police Service advised of his/her current address. Within ten (10) calendar days after a member receives notice of recall, he/she must advise the Service in writing that he/she accepts such recall and will be able to commence employment on the date specified in the notice. Any and all employment/recall rights granted to a member shall terminate upon such member's failure to reply within ten (10) days of receipt of the notice or if the member does not agree to return to duty within fourteen (14) days of receipt of the notice or within fourteen (14) days of the recall date specified on the notice, whichever is later.
- (g) A member on lay-off remains subject to discipline under the Police Services Act.
- (h) During the period of lay-off, a member on lay-off shall not be entitled to any of the provisions of the Collective Agreement, except as specified herein, and except the right to recall as provided in this Article.
- (i) A member on lay-off shall be compensated for court attendances required as a result of the performance of police duties, in accordance with Article 7.

- (j) Members shall receive as much notice of lay-off as is practicable, and in any event shall receive not less than thirty (30) calendar days notice prior to the effective date of the lay-off. [* 1995]

ARTICLE 36 [1998]
DEFINITION OF COURTS

36. (1) "Court" for the purposes of the overtime and off duty court time provisions of this Collective Agreement shall be defined as including any division of the Ontario Court of Justice, the Supreme Court of Canada or a judicial or quasi-judicial hearing where a member is required to attend as part of the member's duties with the Hamilton Police Service [2002].
- (2) "Court" as defined herein, shall not include any case where the member is:
- (a) the plaintiff in the proceeding, or
 - (b) the accused or charged party, or the defendant in the proceeding, except where the member has been approved for legal indemnification in accordance with the provisions of this Collective Agreement.

Without limiting the generality of the foregoing, the definition shall exclude attendance at a hearing under the Police Services Act, except where a member is required to attend such hearing pursuant to regulation, and shall exclude attendance at an arbitration.

ARTICLE 37
SERVICE PAY

37. 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, effective January 1, 1991, they are promoted from the rank of Constable, or are Constables receiving acting pay, or they qualify for a Senior Constable designation as set out in Schedule "A" hereof. If, and when qualified, the member must elect whether to choose service pay or accept the Senior Constable's designation. 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.

Service Pay for Active Personnel shall be deleted as of July 1, 2003.

ARTICLE 38

SENIOR CONSTABLES

38.1 Senior Constables shall be paid the rate of one hundred and two percent (102%) of a First Class Constable's salary. It is agreed and understood that the increase in the Senior Constable rate is in recognition of seniority and the augmentation to the duties of a Senior Constable that will take place with the implementation of Community Based Policing. This entitlement shall cease June 30, 2003 and be replaced by Article 38.2.

The factors for Senior Constable eligibility are as follows:

- (1) The Member must have completed a minimum of ten (10) years of service as a police officer with the Hamilton Police Service [2002]s Board;
- (2) The requirements and conditions of the Senior Constable Examination are:
 - (a) A Member must write the Internal "Senior Constable" Examination and obtain an average of at least 65%. The examination will be divided into three sections:
 - (i) A closed book examination on up to thirty (30) identified Regulations, Policies & Procedures of the Hamilton Police Service [2002], Field Version Police Orders Book.
 - (ii) An open book examination based on the Regulations, Policies & Procedures of the Hamilton Police Service [2002], Police Orders Reference Version Book.
 - (iii) An examination on three (3) of the identified learning requirements for Constables as set out in the Solicitor General's report on Strategic Learning Requirements of June 1992.

All study materials will provided to the applicant within a minimum of six (6) weeks in advance of the examination.

- (b) The Senior Constable Exam will be offered on an Annual basis prior to March 31st of each year
- (c) Constables in their tenth anniversary year or later may write the Senior Constable examination but will not be eligible until their actual anniversary. Once written and successfully passed, Members will remain eligible for a period of five years. Members who have successfully completed the Senior Constable examination for a second time will remain eligible and will not be required to write the exam again. There must be a minimum period of five years between the successful completion of the first and second writing of the Senior Constable Exam.

- (d) Members eligible under the current terms of the Collective Agreement will not be required to re-qualify, however, those Members successfully completing the O.P.C. exam only once will be required to write the Senior Constable exam and achieve the qualifying mark of 65%. Members who have successfully completed a combination of the O.P.C. and Senior Constable Exam will not be required to write either Exam again.
- (e) Members will be eligible under the same conditions set out in sub-section (iv), having written the Internal Qualifying Promotional Exam in place of the Senior Constable Examination and having achieved a qualifying mark of at least 65%.
- (3) The Member must be free of a disciplinary conviction for which the confirmed penalty was the forfeiture of forty (40) or more hours pay or leave, or forty (40) or more hours suspension without pay, imposed in the previous twelve (12) months; [2002];
- (5) The Senior Constable designation shall be reviewed annually and the Member must re-qualify in items (c) and (d) in each year;
- (6) 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

- 38.2 (1) Effective July 1, 2003 the Board agrees to establish the following rates of pay for performance for Senior Officers who meet the criteria set out within this article: [2003]

	July 1, 2003	July 1, 2004	July 1, 2005
Effective when 8 years of service is attained and until 16 years of service is attained	3% of the 1 st Constable rate	3% of the 1 st Class Constable Rate	3% of the 1 st Class Constable Rate
Effective when 17 years of service is attained and until 22 years of service is attained	4% of the 1 st Class Constable	6% of the 1 st Class Constable	6% of the 1 st Class Constable
Effective when 23 years of service is attained and thereafter	5% of the 1 st Class Constable	9% of the 1 st Class Constable	9% of the 1 st Class Constable

- (2) The Performance Pay shall apply to all Uniform classifications, including Sergeant / Detective and Staff Sergeant / Detective Sergeant, and to members in receipt of the Detective Constable.
- (3) The Performance Pay shall form part of base salary and shall be paid bi-weekly. It shall be included as salary in calculating overtime, vacation and statutory holiday pay, pension contributions, sick leave pay, etc. but shall not be included in calculating salary for the purposes of sick leave credits pursuant to Schedule B.
- (4) It is agreed and understood that the performance pay is in recognition of seniority, performance and the augmentation to the duties of an Officer that will take place with the implementation of

Community Based Policing. [2003]

- (5) The eligibility for performance pay at 8, 17 and 23 years of service is as follows:
- a) A member will be qualified for Performance Pay if the member meets the following criteria:
 - b) has completed at least 8, 17 or 23 years of Police Service with the Hamilton Police Services Board;
 - c) attains “meets requirement” on all portions of the member’s performance evaluation. If a member is judged to “require improvement” in a specific area of the evaluation, the member must address that specific area by the member’s six month review on the next evaluation and attains a “meets requirement”;
 - d) The Member must be free of a disciplinary conviction for which the confirmed penalty was the forfeiture of forty (40) or more hours pay or leave, or forty (40) or more hours suspension without pay, imposed in the previous twelve (12) months. [2002]
 - e) The Board agrees that satisfactory attendance will not be a performance criteria for the purposes of the above noted performance incentive.
 - f) A member who fails to meet the performance pay criteria will revert one pay level until the aforementioned criteria is achieved.
 - g) Any member who is denied performance pay, based upon an unsatisfactory performance appraisal, may appeal that decision with the Deputy Chief or designate, if there has been no resolution at the Commander/Manager level.
 - h) It is agreed that a Member has the right to grieve a denial of any Performance Pay denials.
 - i) The increase in rate from 102% to 103%, with eligibility at eight (8) years instead of ten (10) years becomes effective July 1, 2003.

ARTICLE 39[1998]
DISCUSSION UPON RESTRUCTURING

39. The Board undertakes to make known to the Association Board plans for any major change to the organization structure, and to give consideration to any comments of the Association before implementing such proposals.

ARTICLE 40
TRANSFERRING FROM CONTRACT TO CONTRACT

40. (1) Where a member covered under this Agreement applies for and is awarded a position covered under the Hamilton Police Civilian Police Personnel Agreement [2002], 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 41 [1998]
ISSUING OF COLLECTIVE AGREEMENTS

41. Each member of the Service shall be issued a copy of the applicable Collective Agreement for his/her bargaining unit. The cost of producing these Agreements shall be shared equally between the Association and the Board.

ARTICLE 42
PREVIOUS AGREEMENTS, DECISIONS AND AWARDS

42. 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 43 [2003]
INCLUSION OF MEMORANDUM OF AGREEMENTS

43. The Following Memorandums of Agreement to be printed and affixed to the Collective Agreement as Appendices: Job Share & Career Development. The attachment of these Memorandums of Agreement will not result in any substantive change in grievability or arbitration ability.

ARTICLE 44
DURATION OF AGREEMENT

44. (1) Subject to the provisions of this Section, this Agreement comes into force effective January 1, 2003, except as otherwise provided herein, and continues in force and effect until December 31, 2005, 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, 2005 serve the other with a written request to bargain, as contemplated by Section 119 of the Police Services Act, for the purpose of entering into an Agreement for the year 2006 and, in such event, the said request is to be served on the Secretary of the Board or Administrator of the Association, whichever is the case.

IN WITNESS WHEREOF the Board and the Association have affixed their signatures hereto under the hands of their proper officers on the dates noted.

HAMILTON POLICE SERVICES BOARD

Chairman: _____

Date: _____

Secretary: _____

Date: _____

HAMILTON POLICE ASSOCIATION [2002]

Administrator: _____

Date: _____

President: _____

Date: _____

SCHEDULE "A"
2003 SALARIES

JAN 1, 2003

4 th Class Constable - In Training (Max. of 11 weeks)	\$32,295.52
4 th Class Constable	\$38,754.62
3 rd Class Constable	\$48,444.32
2 nd Class Constable	\$54,903.42
1 st Class Constable	\$64,592.00
Senior Constable	\$65,884.10
Sergeant 2, Detective 2, Detective Constable	\$69,759.15
Sergeant 1, Detective 1	\$74,927.27
Staff Sergeant, Detective Sergeant	\$81,386.37

Note: In making the calculations reflected in Schedule "A", the following differentials apply. Effective January 1, 2003.

- 4th Class Constable-in-Training is calculated at 50% of a 1st Class Constable.
- 4th Class Constable is calculated at 60% of a 1st Class Constable.
- 3rd Class Constable is calculated at 75% of a 1st Class Constable.
- 2nd Class Constable is calculated at 85% of a 1st Class Constable.
- Senior Constable is calculated at 102% of a 1st Class Constable until June 30, 2003
- Acting Sergeant, Sergeant 2, Detective 2, Detective Constable is calculated at 108% of a 1st Class Constable.
- Sergeant 1, Detective 1 is calculated at 116% of a 1st Class Constable.
- Staff Sergeant, Detective Sergeant is calculated at 126% of a 1st Class Constable.

2004 SALARIES

JAN 1, 2004

3.5%

4 th Class Constable - In Training (Max. of 11 weeks)	\$33,428.00
4 th Class Constable	\$40,112.34
3 rd Class Constable	\$50,139.91
2 nd Class Constable	\$56,826.34
1 st Class Constable	\$66,854.00
Sergeant 2, Detective 2, Detective Constable	\$72,201.39
Sergeant 1, Detective 1	\$77,550.95
Staff Sergeant, Detective Sergeant	\$84,235.30

Note: In making the calculations reflected in Schedule "A", the following differentials apply. Effective January 1, 2003.

- 4th Class Constable-in-Training is calculated at 50% of a 1st Class Constable.
- 4th Class Constable is calculated at 60% of a 1st Class Constable.
- 3rd Class Constable is calculated at 75% of a 1st Class Constable.
- 2nd Class Constable is calculated at 85% of a 1st Class Constable.
- Senior Constable is calculated at 102% of a 1st Class Constable until June 30, 2003
- Acting Sergeant, Sergeant 2, Detective 2, Detective Constable is calculated at 108% of a 1st Class Constable.
- Sergeant 1, Detective 1 is calculated at 116% of a 1st Class Constable.
- Staff Sergeant, Detective Sergeant is calculated at 126% of a 1st Class Constable.

2005 SALARIES

JAN 1, 2005

3.5%

4 th Class Constable - In Training (Max. of 11 weeks)	\$34,598.02
4 th Class Constable	\$41,515.95
3 rd Class Constable	\$51,895.98
2 nd Class Constable	\$58,813.92
1 st Class Constable	\$69,194.00
Sergeant 2, Detective 2, Detective Constable	\$74,729.13
Sergeant 1, Detective 1	\$80,264.32
Staff Sergeant, Detective Sergeant	\$87,184.34

Note: In making the calculations reflected in Schedule "A", the following differentials apply. Effective January 1, 2003.

- 4th Class Constable-in-Training is calculated at 50% of a 1st Class Constable.
- 4th Class Constable is calculated at 60% of a 1st Class Constable.
- 3rd Class Constable is calculated at 75% of a 1st Class Constable.
- 2nd Class Constable is calculated at 85% of a 1st Class Constable.
- Senior Constable is calculated at 102% of a 1st Class Constable until June 30, 2003
- Acting Sergeant, Sergeant 2, Detective 2, Detective Constable is calculated at 108% of a 1st Class Constable.
- Sergeant 1, Detective 1 is calculated at 116% of a 1st Class Constable.
- Staff Sergeant, Detective Sergeant is calculated at 126% of a 1st Class Constable.

SCHEDULE "B"
CUMULATIVE SICK LEAVE PLAN

1. This Plan may be cited as "Cumulative Sick Leave Plan" for the Hamilton Police Service [2002].
2. In the Plan
 - (a) "Board" means The Hamilton Police Services Board and [2002]
 - (b) "Day" refers to a period of eight (8) hours except where otherwise provided, and
 - (c) "Manager of Human Resources" means the Manager of Human Resources for The Hamilton Police Service [2002], and
 - (d) "Member" 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 member'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 members, the standard number of hours normally worked per day multiplied by the standard rate per hour normally paid the members, and
 - (ii) in the case of salary paid members, the standard salary normally paid per week divided by the standard normal days worked per week, and
 - (h) "three (3) months salary" means a member'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 a member is employed, full time or part-time, on all working days in that calendar month; or
 - (ii) a calendar month in which a member 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 (b) and (f) 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 member of a former Board is to be credited to that member on January 1, 1974.
 4.
 - (a) In addition to Section 3. and commencing January 1, 1974, a member 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 a member on the first day of the month following each completed calendar month of service.
 - (c) The entitlement of a member to monthly sick leave credit ceases
 - (i) as of the date of the retirement of a member on pension, or
 - (ii) as of the date that the member attains the compulsory age of retirementexcept where a member 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) A member who has qualified for sick leave credit is entitled to sick leave at the "standard" normal daily rate of pay".
 - (b) A member 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 member is employed a minimum of ten (10) working days during the calendar month.
 7. A member is not entitled to sick leave until the member has established an accumulated sick leave credit of nine (9) days.
 8.
 - (a) Where a member is absent from employment for a period in excess of one working day, the member is not entitled to the sick leave credit referred to in Section 4 of the Regulations.
 - (b) Sub-section (a) does not apply to a member

- (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 the member 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 a member 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 a member is absent from employment for a period in excess of five (5) working days by reason of a bona fide sickness, sub-section (a) of Section 8. does not apply. The Manager of Human Resources may request a medical certificate to confirm the member's bona fide sickness. [2003]
- (e) The medical certificate referred to in Section 4. of the Regulations is to be provided by the member after five (5) working days of sickness. [1998]
- (f) Where a member 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 insofar as the member, as confirmed by a qualified medical practitioner, suffered a period of illness during which the member was totally confined to the home, 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 member, shall be
- (i) added, as vacation leave, to the period of time originally allocated for vacation leave, or
 - (ii) granted to the member as vacation leave at such later date as the member may determine.
- (h) Where a member works for the first half of a shift and is unable to complete the second half due

to illness, the member will not be debited any sick leave credits.

- (i) A member is entitled to up (8) hours with pay, annually, for the purpose of attending medical/dental appointments. Such medical appointments are to be calculated at a minimum of (2) two hours. [2003]

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

- (i) if the member is discharged from employment for cause,
- (ii) if the member voluntarily leaves employment,
- (iii) if the member, after a lay-off, fails to return to 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 Police Service [2002], the member on return to the service of the Board may retain the cumulative sick leave credit,

- (i) if cumulative sick leave credit existed at the time the leave of absence was granted,
- (ii) if the member returns to the service of the Board immediately following the termination of the course of instruction.

(c) where a member has applied and been given a leave of absence not in excess of eight (8) months, due to pregnancy, such member shall maintain sick leave accumulative credits providing that

- (i) such credits existed at the time the leave of absence was given,
- (ii) the member, 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. A member 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 the member might earn in the current month and such credit becomes available on the first day of the succeeding month. [2002]
11. (a) A member who is engaged in outside employment apart from 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.
12. The number of days or half days for which a member receives sick pay shall be deducted from the cumulative sick leave credit subject to the provisions of 8.(h) and (i) above.
13. (a) Only regular assigned working days form a part of an illness period and only such working days shall be charged against a member's cumulative sick leave credit.
- (b) Statutory or proclaimed holidays and regular days off do not form part of an illness period.
14. Overtime, shift differentials, bonus or other additional remuneration that the member might receive from the Board is not to be included in the calculation of sick pay allowance, retirement or death gratuity payments.
15. A member may utilize sick leave allowance for absence from employment
- (a) caused by personal illness or physical incapacity caused by factors over which the member has no reasonable or immediate control except a member in receipt of a Workers Compensation Award shall be excluded from utilizing 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 members by attendance on duty,
 - (c) for a special reason which has been accepted by and recommended by the Board.
16. (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 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 the member's credit, provided that in no case shall the amount of the gratuity be more than an amount equal to the member's 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 a member of the Board on January 1, 1974, and who retires from 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
 - (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 the member's credit at the date of retirement, but the amount of the gratuity is to be not more than an amount equal to the member's 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 the member's credit but the amount of the gratuity is to be not more than an amount equal to the member's 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 a member dies while in the employ of the Board, the member's estate is entitled to receive payment of the gratuity in accordance with the provisions of this section.

17. The provisions of this Plan are to be administered by the Manager of Human Resources.

18. (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. A member shall on the first day of illness, report or cause to report such illness to the member's immediate superior.

2. A member who fails to report on the first day absent from work due to illness shall be considered as being absent without leave and is subject to having their name removed from the payroll on instructions from the Manager of Human Resources.
3. Upon receiving notice of member's illness, the Superior shall on the same day report such illness on the "absence report forms" as provided by the Manager of Human Resources.
4. A member whose illness extends to the sixth working day shall, on or before the sixth working day, file a doctor's certificate with the Manager of Human Resources. Doctor's notes as required under this provision will be paid for by the Hamilton Police Services Board. [2002]
5. A member failing to file a doctor's certificate shall be considered as being absent without leave and is subject to having their name removed from the payroll on instructions of the Manager of Human Resources.
6. Where the immediate Superior has reason to believe that absence of the member was not due to illness, the immediate Superior may demand a doctor's certificate for one day of absence. Doctor's notes as required under this provision will be paid for by the Hamilton Police Services Board. [2002]
7. A member whose illness extends to fourteen (14) consecutive working days may be required to file a doctor's certificate with the Manager of Human Resources. Doctor's notes as required under this provision will be paid for by the Hamilton Police Services Board. [2002]
8. A member failing to file a doctor's certificate may be considered as being absent without leave and is may be to having his / her name removed from the payroll on the instructions of the Manager of Human Resources. [2002]
9. The immediate Superior is responsible for reporting to the Manager of Human Resources all cases of illness, periods of layoff, termination of service, absenteeism relative to the enforcement of the provisions of this Plan.
10. The Manager of Human Resources
 - (a) shall keep a record of all sick leave and accumulated credits, and
 - (b) Shall notify those responsible for Department payrolls, when a member is not, or has ceased to be eligible for sick leave benefits.
11. On retirement or death of a member the Manager of Human Resources shall advise those responsible for payrolls of the number of days of cumulative sick leave standing to the credit of a member at the date of retirement or death.

SCHEDULE "C"
DENTAL PLAN [* 1995]

DENTAL BENEFIT

- Part I** Diagnostic, preventative, minor restorative, minor surgical charges
- Part II** Endodontics, periodontics, major surgical charges, Denture Adjustments Repairs, Regasing 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 \$2,000.00 lifetime per dependent child (effective December 31, 1991 80% to a lifetime maximum of \$2,000.00)

Maximum Benefit Payable

- Part I and Part II** - Unlimited
- Part III** - \$2,000 per person in twelve (12) consecutive months.
- Part IV** - 50 % to a maximum of \$2,000.00 lifetime per dependent child. (effective December 31, 1991 the amount shall be 80% to a lifetime maximum of \$2,000.00)

PART 1

A. **Diagnostic**

(1) Examinations

01110, 01120, 01130, 01400, but not more than one (1) examination in any period of nine (9) consecutive months for the member and his spouse and six (6) months for dependant children. [2002]

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**

(1) 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 Stometoplasty:
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).

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

Orthodontics

Maximum Benefit Payable

80 % to a lifetime maximum of \$2,000.00 per member, spouse and dependant child. (2002)

Orthodontics

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

Coverage is provided at eighty percent (80%) of the dentist's charge, or at 80% 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 two thousand dollars (\$2,000.00). per member, spouse and dependant child. [2002]

SCHEDULE "D"
EXTENDED HEALTH CARE BENEFITS [* 1995]

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 practice medicine, and
- (3) that they exceed the amount payable under any other provision of this plan, or from any source other than a 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

Basic Benefits

- (1)
 - (i) 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.
 - (ii) The drug plan will require the substitution of generic drugs unless otherwise specifically prescribed by a physician. [2003]
 - (iii) The maximum amount allowable for a prescription drug dispensing fee is nine dollars (\$9.00) per prescription. [1998]
- (2) Private duty nursing by a Registered Nurse who is registered in any of the Provinces of Canada (not a 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 a 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) Charges for Orthotics prescribed by a physician to a maximum benefit of five hundred (\$500.00) annually. [2003]

Orthotics must be medically necessary and accompanied by a physician's letter of referral (medical doctor, chiropodist or podiatrist)

The above noted maximum shall not apply to dependents under 18 years of age.

The usual retail cost of any additional item(s) / enticements included with the purchase of orthotics or custom-made shoes must be deducted from any invoice presented to the insurance company.

- (d) 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.

- (e) Oxygen and blood serum.

- (6) Charges by a dentist legally licensed to practice 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 member was insured under this benefit, and received within three (3) years of an accident for:

- (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 the member is a resident for :

- (a) Room and board in a licensed hospital up to ward level for each day that the member 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 Seventy dollars (\$70.00) per visit for the all visits to a maximum of one thousand dollars (\$1,000.00) during a benefit year in all. [2002]
- (12) Charges for Hearing Aids prescribed by a physician certified as an Otolaryngologist, to a maximum benefit of three hundred (\$300.00) every two (2) years. [2002]

Supplementary Hospital Benefit

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

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 December 31, 1991 the maximum total amount shall be two hundred and fifty dollars (\$250.00) every twenty-four (24) consecutive months.

Hospitalization

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

- (a) Chiropractors
- (b) Osteopaths

- (c) Chiropracists or Podiatrist
- (d) Naturopaths
- (e) Masseurs on the recommendation of a legally licensed Physician or Surgeon (treatment if 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 a 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.

Pay Direct System

A Pay Direct Card System shall be used by the parties in relation to the prescription drug benefit coverage provided under this Agreement, except only where the pharmacist refuses, or is unable, to participate in the Pay Direct System. (1998)

Schedule "E"

PROMOTIONAL PROCEDURE (2004) MEMORANDUM

The opportunity for promotion is a major motivator to many members of this Police Service. Promotion recognizes achievement, fulfills goals and may stimulate new interest. However, the procedure must be viewed as being fair and attainable, and members should have an understanding of the process.

With these thoughts in mind, a promotional procedure must follow a structured format to meet these needs. There must be basic eligibility standards, as well as objective criterion for selecting the best candidates. These standards and criteria must be compatible with the Organization's Vision, Mission Statement and core Values.

Likewise, members must have confidence in the procedure. Members should have knowledge of the various stages in the process and what he or she will be rated on.

The Hamilton Police Service (HPS) has established, through a joint committee composed of members of the Service and the Association, the following procedure which attempts to address these concerns.

Promotions:

- (a) **Level I:** Constable 1st Class to Sergeant 2nd Class or Detective 2; to remain at that rank for one year before advancing to Sergeant 1st Class
- (b) **Level II:** Sergeant 1st Class or Detective to Staff Sergeant or Detective Sergeant.
- (c) **Level III:** Staff Sergeant or Detective Sergeant to Inspector.

PROCEDURE

A. GENERAL

1. Eligibility

To compete in the Promotional Process, a member must be "qualified" for participation at the time of application. Qualification is attained by:

(a) Writing the Ontario Police College Selection Examination (OPC Promotional Exam) and obtaining an overall average of at least 70%;

(b) Meeting the following Minimum Discipline Standard:

i) ***Informal Discipline*** (The Informal Discipline Procedure as provided under the *Police Services Act* (P.S.A.) or as negotiated by the parties) – Two or more documented incidents within 24 months of the date the promotion process is posted disqualifies the candidate provided the appropriate forms have been executed by the Service and the Member.

ii) ***Formal Discipline*** (P.S.A.) – One conviction within 60 months of the promotion posting disqualifies the candidate provided:

(a) the matter has been adjudicated to the local Police Services Board level; and,

(b) the penalty exceeds 24 hours loss of pay, time, etc.

iii) A combination of one formal where the penalty is less than 24 hours loss of pay and one informal within the above timeframes disqualifies a candidate; and

(c) **Meeting Minimum Sick-Time Record.** Minimum standard established by the previous Active Police Personnel Collective Agreement (2003-2005)

calendar year average for the Service. Any absences above the standard must be justified by medical certification in all cases.

OPC Promotional Exams will be set annually and officers are encouraged to participate in the examination process. Study materials are provided by the OPC, and our Training Branch conducts tutorials.

Prerequisites:

- (i) A member aspiring for promotion to a higher rank must successfully complete the OPC Promotional Exam. Members who are successful on first writing will remain qualified for a period of five years unless reduced hereunder (see section 6).

- (ii) Constables in their fifth year of recognized sworn service later, Sergeants 1/ Detectives 1, and/or Staff Sergeants / Detective Sergeants in their first anniversary year of that rank may write the OPC Promotional Exam, but will not qualify until their actual anniversary date. If a member's anniversary date falls after the closing date for Promotional Process applications, that member will not be qualified for that Promotional Process.

N.B. -- all references to anniversary dates in this paragraph are referring to total continuous service with the HPS as a police officer. Members hired from other police services will be permitted to enter the Promotion Process after serving two years with the Hamilton Police Service provided that their total recognized cumulative and continuous sworn police service is five years or greater.

- (iii) Members who have successfully completed the OPC Promotional Exam for a second time in

any rank will remain "qualified" for that rank unless reduced hereunder (see section 6).

- (iv) Paragraph (iii) will not apply:
 - (a) Unless there was a minimum period of five years between the successful completion of the first and second writing of the OPC Promotional Exam; or,
 - (b) If a member voluntarily chooses to rewrite the OPC Promotional Exam for the purposes of improving his/her mark and receives a mark of less than 70% (see section 6).

2. Vacancies

On January 1st of each year, the Chief of Police will project the number of vacancies expected for the following 12 months (Jan. 1-Dec. 31). Once the number of vacancies has been established, the vacancies will be posted by use of a Notice of Process (see section 3) for the information of all members, by January 15th of each year. Eligible members will be invited to submit a memorandum indicating their intent to compete no later than the end of the business day February 15th of each year or, if February 15th falls on a weekend, on the first business day following the weekend. Once applications have been submitted, each will be verified for accuracy and eligibility and a list will be prepared.

3. Notice of Process

A Notice of Process shall be posted by January 15th of each year and shall state:

- (a) The number of vacancies at each rank;
- (b) That the application to compete is to be submitted to the attention of the Human Resources Manager or designate, and that an acknowledgement of receipt of each individual application

will be issued; and,

- (c) The schedule of relevant dates in the Promotional Process (including acknowledgement dates, interview dates, etc.);
- (d) That qualified applicants moving beyond Stage One in the Promotional Process will be expected to complete a competency based written presentation on a contemporary policing issue which will be scored;
- (e) That following the composition, an interview will be conducted involving a combination of behavioural and future oriented questions, based on information supplied in the Notice of Process, the Police Service Business Plan, the Police Service Mission Statement and the Values and Vision of the Police Service.

4. Rating Factors

The following factors will be rated according to their respective values:

- (A) OPC Exam (5 marks) (Stage One),
- (B) (B) Annual Performance Appraisal (20 marks) (Stage One),
- (C) Divisional Promotional Committee Rating (20 marks) (Stage One),
- (D) Education & Continuous Learning (5 marks) (Stage Two),
- (E) Community Service and/or Extra-curricular Activity (5 marks) (Stage Two), and
- (F) Interview (40 marks) (Stage Two).
- (G) Seniority (5 marks) (Stage Three),

B. STAGE ONE

5. Promotional Process

The Promotional Process will be divided into three separate and distinct Stages. Stage One is the “Short Listing Stage”. Candidates will be rated on factors A - C in section 4 of this Memorandum for a possible total of 45 marks.

The candidate Short List will be compiled as follows, based on the number of identified vacancies and the number of qualified candidates, including those found to be qualified after any appeal provided for in this Memorandum.

Sergeants

1 – 5 Vacancies = 30 candidates;

6 - 13 Vacancies = 40 candidates;

Greater than 13 Vacancies = 3:1 ratio of candidates to identified vacancies.

Staff Sergeants and Inspectors :

Minimum 10 candidates or 4:1 ratio of candidates to identified vacancies, whichever is greater.

The Short-Listing process will normally take place from the end of February in each year to the end of March in each year. The list of candidates progressing to the next Stage will be distributed in late March or early April.

NOTE: All Short-List numbers are based on an assumption that there are sufficient qualified applicants. If there are insufficient qualified applicants, the number of Short-Listed candidates will be fewer.

6. OPC Promotional Exam - (5 marks - Stage One)

Applicants must be qualified by successfully completing this Exam prior to the Promotional Process application deadline. Marking of the OPC Promotional Exam is based on a half-point for every mark over 75 to a maximum of 5 points for a mark of 85 or higher, i.e. 75 = 0 marks, 76 = 1/2 mark, 79 = 2 marks, etc.

Members can voluntarily rewrite the OPC Promotional Exam at any time to raise their marks. However, if a member should receive a mark of less than 70%, he/she will lose his/her qualification for both promotion and Acting effective immediately. The member shall remain unqualified until he or she has successfully rewritten the OPC Promotional Exam and scored over 75% for qualification in the Promotional Process and 70% for qualification for Acting.

If the OPC Promotional Exam is rewritten, rating of the exam will be based on the highest mark provided any mark does not fall below the 70% minimum.

7. Performance Appraisal - (20 marks - Stage One)

The most recent Performance Appraisal will be used in the Process. Performance Appraisals for the previous year will be completed for all members actively at work by January 30th of the calendar year. For members not actively at work, the most recent completed Performance Appraisal will be used.

Performance Appraisals will be rated as follows:

- a) All candidates will initially be awarded 15 marks;
- b) An additional ½ mark will be granted for each core competency for which an “Exceeds” category was obtained as the rating to a maximum of five (5) marks; and,

- c) Three (3) marks will be deducted for competency which is rated below the “Meets Expectations” category.

8. Divisional Promotional Committee - (20 marks - Stage One)

The Divisional Promotional Committee (DPC) for the Sergeant and Staff Sergeant Process will be comprised of the candidate’s Superintendent, Inspector, Staff Sergeant and/or Supervisor, and a representative from Human Resources.

A quorum will be three members, plus the Human Resources representative, the latter of whose attendance is mandatory to ensure consistent application across Divisions.

The DPC for Inspectors will be comprised of only the candidate’s Superintendent, Inspector and a Human Resources representative; however, all members are required for a quorum.

It is agreed that the Human Resources representative shall be the Chairperson for all DPC’s.

Each candidate will be assessed and marks will be awarded for:

- (a) Leadership Skills - 15 points;
- (b) Suitability for Promotion - 15 points; and
- (c) Innovation and Commitment to Organizational Values - 15 points.

Maximum points $45 \div 2.25 = 20$ maximum marks

(NOTE: Marks to the 2nd decimal place, no rounding)

Rating shall be finalized by consensus (majority vote).

9. Marking

Unless specifically addressed herein, whole marks only shall be used.

10. Candidates Identified

On or about the 30th of March of each year, the factors for evaluation in Stage One will be completed and the Human Resources Manager will identify and post the candidates who will move forward to Stage Two in the Promotional Process. Candidates will be listed on the Short List alphabetically. When the list is posted, all candidates who do not appear on the Short List may request to review their marks with the Human Resources Manager. All marks will be kept confidential.

11. Stage One Review

The candidates who do not appear on the Short List will have one week from the posting of the Short List to review the accuracy of the compilation and recording of their marks with the Human Resources Manager. The Human Resources Manager will make any changes if necessary.

A member whose review changes his/her standing in the process will be added to the Short List, being ranked according to his/her mark after the review.

If there are additions or changes to the Short List as a result of a review, a modified alphabetical Short List will be posted accordingly.

To protect the integrity of the Process, the Promotional Committee (see section 4) will not be apprised of the candidates' marks from Stage One or Stage Three.

C. STAGE TWO

12. Marking

Pre-interview composition and interview - 40 marks; Education & Continuous Learning – 5 marks; /

Community Service and/or Extra-curricular Activity - (5 marks)

Stage Two consists of:

- A A pre-interview written composition on a contemporary policing issue that will be scored, (5 marks);
- B An interview comprised of a combination of behavioural and future oriented questions based on information supplied in the Notice of Process, the Police Service Business Plan, the Police Service Mission Statement, and the Values and Visions of this Police Service (35 Marks);
- C The rating of Education & Continuous Learning (5 marks); and,
- D The rating of Community Service and/or Extra-curricular Activity (5 marks).

The Promotional Committee (see section 14) will weigh and rate C & D separately from the interview itself.

13. Interview Panel

The interview will be conducted by the Promotional Committee, which shall be comprised of five (5) members above the rank of Staff Sergeant, with the Chief or a Deputy Chief as the Chair. A quorum will be a minimum of four, with the fifth member acting as an alternate.

The persons comprising the Promotional Committee may change at the various interview levels.

The alternate may be present throughout the entire process and will rate candidates where present. However, the rating by the alternate will not be considered unless one of the other Promotional Committee members is absent from a vote or abstains from a particular interview.

Where an obvious conflict situation exists, identified by the Committee or by the candidate, the involved Committee member shall disqualify him or herself. A candidate shall only be entitled to declare a conflict with respect to one Committee member during a Promotional Process.

14. Education, Continuous Learning and Improvement - (5 marks)

Candidates will be interviewed regarding their formal education, including post-secondary schooling, continuous learning and various educational improvements and initiatives. The Committee will consider an individual candidate's personal circumstances in assessing this mark.

Candidates will be assessed and marks awarded in two parts, as follows:

Part 1

- (a) One mark for current involvement in continuing education; and,
- (b) One mark for a demonstrated commitment to an individual learning plan beyond one year;

Part 2

- (c) One mark for completion of one year toward a Community College or University diploma or degree; or
- (d) Two marks for completion of two years toward a Community College or University diploma or degree; or,
- (e) Three marks for completion of a University degree or a three year Community College diploma; or
- (f) Four marks for the completion of a post-graduate University degree.

In Part 1, the marks will be accumulative. In Part 2, the marks are non-accumulative.

It is understood and agreed that all references to post secondary education also incorporate the equivalent thereof.

15. Community Service and/or Extra-curricular Activities - (5 marks)

Candidates will be interviewed about community service and extra-curricular activities they are involved in on behalf of the Police Service.

While individual circumstances will be considered, examples of how marks will be assessed are as follows:

- (a) For current involvement in extra curricular activity beyond normal responsibilities including service to the community or involvement in activities for the promotion of the

Police Service (such as Police Band or Chorus, etc.) maximum 2 marks (1 for 1 activity; 2 for 2 activities or more);

- (b) For setting standards of excellence for community service beyond regular police duties (i.e. receiving awards, special certificates, etc.);
- (c) For involvement in community service of eight (8) hours per month; (1 mark)
- (d) For commitment of time beyond eight (8) hours per month community service minimum three (3) years in the past five (5) years;

STAGE 3 – SENIORITY

Seniority will be calculated based on completed years of service as of the deadline for Promotional Process applications, which will normally be February 15th of each year.

Seniority will be calculated as follows:

- a) Total completed years of services with the HPS from date of hire as at the deadline for applications, which will normally be February 15th of each year; and,
- b) Fifty percent of total previous recognized sworn police service. For example, if a member was hired by HPS with 3.5 years of previous service, they will receive a credit of 1.75 years plus they will be credited with any service they have completed with the HPS.

Note: Recognized sworn police service will be defined as previous continuous, unbroken sworn police service

with another police service. The member's prior police service must be recognized in Ontario and resulted in the member's hire by HPS without the need to attend the Police College, basic new recruit training program.

Rating is calculated on the basis of $\frac{1}{2}$ mark for every year of completed service over five (5) years to a maximum of 5 marks for 15 years of service. ($15 - 5 = 10 \times .5 = 5$ marks)

Given the cumulative format it is very possible to have marks in excess of the five (5) given for this category but FIVE (5) is the maximum that will be counted/rated.

16. Promotional List

To protect the integrity of the Process, the Promotional Committee will not be apprised of the candidates' marks from Stage One or Stage 3.

At the conclusion of the Stage Two, the scores will be forwarded to the Human Resources Manager or designate for melding with the results of Stage One and Stage Three. Prior to the posting of the List, the candidates will have one week to review the accuracy of the compilation and recording of their marks with the Human Resources Manager. The Human Resources Manager may make any changes if necessary.

The aggregate score will establish the final ranking list for promotional purposes. In the event of a tie, ties will be broken first by the highest score on Stage One, second by the member's seniority as defined herein, and if still tied, the highest known score on the OPC Promotional Exam will be the deciding factor. The Promotional List will remain active up to and including December 31st of that year.

Once the Promotional Process is complete and the final List is posted, any candidate wishing a review of his/her individual scores and/or receive an explanation as to how he/she might improve may obtain this information by applying to the Human Resources Manager or designate. This is not to be construed as an appeal. Members can provide a written response to the process which will be retained in the candidate's Personnel File and may be utilized for Career Development or for future Promotional Process purposes.

All vacancies identified between January 1st and December 31st of the Promotional Process year will be filled from the active List in order of ranking on the list, except for situations where specialists are required (for example: Identification Officers). Promotions will be made for all vacancies

that occur up to and including December 31st of the Process year.

If the number of vacancies exceed the number of candidates on the list, the vacancies shall be filled by Acting positions pending the next Promotional Process.

17. Miscellaneous

Personnel attending Promotional Interview Panels are advised:

- (i) For officers assigned to plainclothes duties (e.g. C.I.D., Special Services, etc.), the required dress is suitable business attire.

- (ii) For officers assigned to duties requiring uniforms (e.g. Patrol, Records, P.S.O., etc.), the required dress is Number 1 Dress, minus lanyard, white gloves, hat and medals. (See Section 6.2 Rules and Regulations for Order of Dress).

SCHEDULE "F"
10 HOUR SHIFT SCHEDULES

INVESTIGATIVE SERVICES DIVISION

MAJOR CRIMES BRANCH

	Su	M	Tu	W	Th	F	Sa
1				D	D	D	D
2				D	D	D	D
3				D	D	D	D
4				D	D	D	D
5			A	A	A	A	
6			A	A	A	A	
7			A	A	A	A	
8			A	A	A	A	
9		D	D	D	D		
10		D	D	D	D		
11		D	D	D	D		
12		D	D	D	D		
13		A	A	A	A		
14		A	A	A	A		
15		A	A	A	A		
16		A	A	A	A		
17		D	D	D	D		
18		D	D	D	D		
19		D	D	D	D		
20		D	D	D	D		

Hours of Work

HOURS OF WORK

D = 0800 - 1800 Hrs.

A = 1400 - 2400 Hrs.

STREET CRIME UNIT CO-ORDINATOR

WEEK 1 WEEK 2

	S u	M	T u	W	T h	F	S a
1				N	N	N	N

	S u	M	T u	W	T h	F	S a
1			D	D	D	D	

WEEK 3 WEEK 4

	S u	M	T u	W	T h	F	S a
1		D	D	D	D		

	S u	M	T u	W	T h	F	S a
1			A 2	A 2	A 2	A 2	

HOURS OF WORK

D = 0800 - 1800 Hrs.

A2 = 1400 - 2400 Hrs.

N = 1700 - 0300 Hrs.

STREET CRIME INVESTIGATORS

WEEK 1

WEEK 2

	Su	M	Tu	W	Th	F	Sa
1				N	N	N	N
2				N	N	N	N
3				N	N	N	N
4				N	N	N	N
5				N	N	N	N

	Su	M	Tu	W	Th	F	Sa
1			D	D	D	D	
2			D	D	D	D	
3			D	D	D	D	
4			D	D	D	D	
5			D	D	D	D	

WEEK 3 WEEK 4

	Su	M	Tu	W	Th	F	Sa
1		D	D	D	D		
2		D	D	D	D		
3		D	D	D	D		
4		D	D	D	D		
5		D	D	D	D		

	Su	M	Tu	W	Th	F	Sa
1			A	A	A	A	
2			A	A	A	A	
3			A	A	A	A	
4			A	A	A	A	
5			A	A	A	A	

HOURS OF WORK

D = 0800 - 1800 Hrs.

A = 1400 - 2400 Hrs.

N = 1700 - 0300 Hrs.

CHILD ABUSE BRANCH

INVESTIGATORS

	Su	M	Tu	W	Th	F	Sa
1		D	D	D	D		
2			A	A	A	A	
3			D	D	D	D	
4		A	A	A	A		
5		D	D	D	D		
6			A	A	A	A	

HOURS OF WORK

D = 0800 - 1800 Hrs.

A = 1300 - 2300 Hrs.

MAJOR FRAUD BRANCH

INVESTIGATORS

	Su	M	Tu	W	Th	F	Sa
1		D	D	D	D		
2		D	D	D	D		
3				D	D	D	D
4			A	A	A	A	
5		D	D	D	D		
6			D	D	D	D	

HOURS OF WORK

D = 0800 - 1800 Hrs.

A = 1200 - 2200 Hrs.

FAMILY CRISIS UNIT

	Su	M	Tu	W	Th	F	Sa
1		D	D	D	D		
2			D	D	D	D	
3		A	A	A	A		

HOURS OF WORK

D = 0800 - 1800 Hrs.

A = 1300 - 2300 Hrs.

CORONERS OFFICE

	Su	M	Tu	W	Th	F	Sa
1		D	D	D	D		

HOURS OF WORK

D = 0800 - 1800 Hrs.

INVESTIGATORS - VICE/DRUGS

	Su	M	Tu	W	Th	F	Sa
1				N	N	N	N
2				N	N	N	N
3				A2	A2	A2	A2
4				A2	A2	A2	A2
5			D	D	D	D	
6			D	D	D	D	
7		A4	A4	A4	A4		
8		A4	A4	A4	A4		
9		D	D	D	D		
10		D	D	D	D		
11				A2	A2	A2	A2
12				A2	A2	A2	A2
13			D	D	D	D	
14			D	D	D	D	
15		A4	A4	A4	A4		
16		A4	A4	A4	A4		

HOURS OF WORK

D = 0800 - 1800 Hrs.

A2 = 1400 - 2400 Hrs.

A4 = 1600 - 0200 Hrs.

N = 1700 - 0300 Hrs.

IDENTIFICATION BRANCH

INVESTIGATORS

	Su	M	Tu	W	Th	F	Sa
1		D	D			N	N
2		D	D			N	N
3	N			D	D	D	
4	N			D	D	D	
5		N	N			D	D
6		N	N			D	D
7	D	D		N	N		
8	D	D		N	N		

HOURS OF WORK

D = 0700 - 1700 Hrs.
D = 0800 - 1800 Hrs.
N = 1700 - 0300 Hrs.
N = 1800 - 0400 Hrs.

AUTO/PAWN/SCRAP INVESTIGATORS

	Su	M	Tu	W	Th	F	Sa
2			D	D	D	D	
3		A	A	A	A		
4		D	D	D	D		
1				A	A	A	D

HOURS OF WORK

D = 0800 - 1800 Hrs.
A = 1200 - 2200 Hrs.

WITNESS RELOCATION CO-ORDINATORS

	Su	M	Tu	W	Th	F	Sa
1		D	D	D	D		
2			D	D	D	D	

HOURS OF WORK

D = 0800 - 1800 Hrs.

DIVISIONAL DETECTIVES

CENTRAL C.I.D.

	Su	M	Tu	W	Th	F	Sa
1			N	N	N	N	
2				D	D	D	D
3	D				A*	A*	N
4	N	N			D	D	
5		D	D	D	D		
6	A*	A*	A*	A*			

HOURS OF WORK

D = 0800 - 1800 Hrs.
 A* = 1400 - 2400 Hrs. [Unless the night team is off, in which case he afternoon team will work nights]
 N = 1600 - 0200 Hrs.

EAST END C.I.D.

	Su	M	Tu	W	Th	F	Sa
1			N	N	N	N	
2				D	D	D	A
3	A	A				N	N
4	N	N	N				D
5	D	D	D	D			
6		D	D	N	N		
7			A	A	A	A	

HOURS OF WORK

D = 0800 - 1800 Hrs.
 A = 1400 - 2400 Hrs.
 N = 1600 - 0200 Hrs.

MOUNTAIN C.I.D.

	Su	M	Tu	W	Th	F	Sa
1	D	D	D	D			
2			N	N	N	N	
3				D	D	D	N
4	N	N				D	D

HOURS OF WORK

D = 0800 - 1800 Hrs.
 A = 1600 - 0200 Hrs.

DUNDAS C.I.D.

	Su	M	Tu	W	Th	F	Sa
1		D	D	D	D		
2				A	A	A	A
3			D	D	D	D	

HOURS OF WORK

D = 0800 - 1800 Hrs.
 A = 1400 - 2400 Hrs.

K-9 SCHEDULE

	Su	M	Tu	W	Th	F	Sa
1				T	D	D	D
2	N	N	N	N			
3				T	N	N	N
4		D*	D*	D	D		

Hours of Work
HOURS OF WORK

D = 0900 - 1900 Hrs.
D* = 0700 - 1700 Hrs.
N = 1900 - 0500 Hrs.
T = Training 1400 - 2400 Hrs.

D* - Works 0700 - 1700 hrs. only when relief officer scheduled to work 1400 - 2400 Hrs.

RELIEF OFFICER (1 Year Assignment)

	Su	M	Tu	W	Th	F	Sa
1	D	A	A	T			

HOURS OF WORK

D = 0900 - 1900 Hrs.
A = 1400 - 2400 Hrs.

T = Training 1400-2400 Hrs.

NOTE: Unless otherwise specifically identified, in all 10 hour schedules attached hereto, the windows of starting times are restricted to the following:

DAYS - 0700 - 1000 Hrs.
AFTERNOONS - 1200 - 1400 Hrs.
NIGHTS - 1800 - 2000 Hrs.

12 HOUR SHIFT SCHEDULES

TRAFFIC DIVISION

ENFORCEMENT BRANCH

WEEK K	SQUA D	Su	M	Tu	W	Th	F	Sa
1	B	D			D	D		
	A		D	D			A	A
2	B		A	A			D	D
	A	D			A	A		
3	B	D			A	A		
	A		A	A			D	D
4	B		D	D			A	A
	A	D			A	A		
5	B	D			A	A		
	A		D	D			A	A
6	B		A	A			D	D
	A	D			A	A		
7	B	D			A	A		
	A		A	A			D	D
8	B		D	D			A	A
	A	D			D	D		

HOURS OF WORK

- D = 0700 - 1900 Hrs.
(SUNDAYS = 0800 - 1600 Hrs.)
- D = Following Afternoon Shift
0800 - 1600 Hrs.
- D = Following Night Shift
1100 - 1900 Hrs.
- A = 1100 - 2300 Hrs.
- N = Friday & Saturday afternoon
shifts may be scheduled
with starting windows
between 1200 - 1500 Hrs.

FAIL TO REMAIN BRANCH

WEE K	SQUA D	Su	M	Tu	W	Th	F	Sa
1	B	D			A	A		
2	A		D	D			A	A
3	B	D			D	D		
4	A		A	A			D	D

HOURS OF WORK

D = 0700 - 1900 Hrs.
(SUNDAYS = 0800 - 1600 Hrs.)

A = 1100 - 2300 Hrs.

NOTWITHSTANDING THE ABOVE, ANY AFTERNOON SHIFT MAY BE SCHEDULED AS A DAY SHIFT WITH THE APPROPRIATE NOTIFICATION.

IT IS AGREED AND UNDERSTOOD THAT PORTIONS OF A SQUAD MAY BE SCHEDULED TO WORK IN ACCORDANCE WITH THE HOURS OF WORK ON A SENIORITY AND ROTATIONAL BASIS.

IT IS FURTHER AGREED AND UNDERSTOOD THAT FOR THE MONTH OF DECEMBER R.I.D.E. PROGRAM, THE SQUAD NORMALLY SCHEDULED FOR DAY SHIFT WEDNESDAY/THURSDAY MAY BE SCHEDULED TO WORK AFTERNOONS OR NIGHT SHIFT. FURTHER, IN OTHER WEEKS DURING THE MONTH, THE SET OF DAYS AND AFTERNOON SHIFTS MAY BE SCHEDULED IN REVERSE ORDER. THE PURPOSE OF THESE PROVISIONS IS TO ENSURE ADEQUATE DEPLOYMENT DURING THE CHRISTMAS/NEW YEAR AND PRECEDING WEEK. IN ANY EVENT, THE SQUAD SCHEDULED TO WORK DECEMBER 25TH AND JANUARY 1ST SHALL BE SCHEDULED FOR A DAY SHIFT.

IT IS FURTHER AGREED AND UNDERSTOOD THAT EVERY EFFORT SHOULD BE MADE TO AVOID SHIFT CHANGEOVERS ON CONSECUTIVE DAYS.

DUTY LISTS SHALL BE POSTED A MINIMUM FOUR (4) WEEKS IN ADVANCE AND FOR THE MONTH OF DECEMBER, A MINIMUM SIX (6) WEEKS IN ADVANCE.

12 HOUR SHIFT SCHEDULE

COMMUNITY RECEPTION OFFICERS

WEEK	Su	M	Tu	W	Th	F	Sa
1	D			D	D		
2		D	D			D	D

HOURS OF WORK

D = 0800 - 2000 Hrs.

SUNDAY

0800 - 1600 Hrs.

SCHEDULE "G"
SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN
SUB Plan

1. The objective of the Plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by pregnancy/parental or adoption leave.
2. The following groups of members are covered by the Plan:
 - Civilian Personnel (Hamilton Police Association [2002])
 - Sworn Personnel (Hamilton Police Association [2002])who fall within the jurisdiction of Collective Agreements signed by the Hamilton Police Services Board [2002] and the Hamilton Police Association [2002].
3. Members must apply for the employment insurance benefit before SUB becomes payable.
4. Members not entitled or disqualified from receiving E.I. [2002] benefits are not eligible for SUB.
5. Members do not have a vested right to SUB payments except for the supplementing of E.I. [2002] benefits for the unemployment period as specified in the Plan.
6. The benefit level paid under this Plan is set at 75% of the member's normal weekly salary. It is understood that in any week, the total amount of SUB, employment insurance and any other earnings received by the member will not exceed 95% of the member's normal weekly earnings.
7. The maximum number of weeks for which SUB is payable is twenty-five (25) weeks including ten (10) weeks of parental benefits.
8. The duration of the Plan is from November 22, 1991 to December 31, 1992.
9. The Plan is financed from the Board's general revenues. SUB payments will be kept separate from payroll records.
10. The Board will inform the Canada Employment and Immigration Commission of any changes to the Plan within thirty (30) days of the effective date of the change.
11. The member must provide the Board with proof of receiving E.I. [2002] benefits in order to receive payment under the Plan.
12. The Board's Revenue Canada Taxation registration number is WCX877606.

13. Payments in respect of guaranteed annual remuneration or deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the Plan.

SCHEDULE "H" [1998]
Active Police Personnel Collective Agreement
PATROL BRANCH SHIFT SCHEDULE

The following provisions of the Active Police Personnel Collective Agreement are amended for the purposes of the Patrol Branch Shift Schedule only. All other provisions of the Collective Agreement which are not referred to in this Schedule remain in force and shall apply to Members working the Patrol Branch Shift Schedule.

ARTICLE 3
HOURS OF WORK AND OVERTIME

3. Hours of Work

- (1) Each Member of the Police Service is to perform such police duties as are assigned, from time to time, to the Member and in any event such duties, subject to the exigencies of the Service, are to be performed in each week:
 - (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) The normal hours of work for those Members assigned to the Patrol Branch shall be the shift rotation and hours of work as set out in this Schedule.

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.

In each period of eleven (11) 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 five (5)

hours), shall be composed of one (1) fifty (50) minute period and one (1) thirty (30) minute period.

In each period of ten (10) 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 one (1) seventy-five (75) minute lunch period granted at a reasonable time during the shift.

- (ii) Patrol Constables who work the Patrol Branch schedule will work an average of forty-one (41) hours per calendar week. Hours in excess of, or less than the normal forty (40) hour work week are credited, or debited as “accrued time”. A Member may accumulate or lose accrued time credits depending upon the number of hours worked in a calendar week.

Reception Officers and Supervisors who work the Patrol Branch Schedule will work an average of forty-two (42) hours per calendar week. Hours in excess of, or less than the normal forty (40) hour work week are credited, or debited as “accrued time”. A Member may accumulate or lose accrued time credits depending upon the number of hours worked in a calendar week. These Members shall sign for 52 hours of their accrued time entitlement as per Article 4. (10) (c). The remaining accrued time shall be controlled by management and scheduled as time off, in increments not exceeding four (4) hours. Where possible, there shall be no carry over or accumulation of this accrued time from month to month.

A Member assigned to annual leave as per Article 4. (10) (c), or a training course, shall be credited or debited time as per the actual hours taken or assigned. Members on special leave, sick leave or W.S.I.B. leave in excess of one (1) complete calendar week shall not gain or lose accrued time.

- (2) (a) A Duty List is to be posted at each Police Station in the City of Hamilton [2002] not less than three (3) weeks in advance of the operative date thereof. Once posted, and subject to the exigencies of the Service and sub-sections (b) and (c) of this section, the list is not to be altered without the knowledge of the Member.
- (b) Prior to the posting of the Duty List, changes to the Patrol Schedule may take place temporarily for the purposes of attending a training course.
- (c) Prior to the posting of the Duty List, a change may take place to the Patrol Schedule temporarily not exceeding one (1) calendar week, not more than four (4) times in one year per Member, for the purposes of identified Community Policing needs, or upon mutual consent. Consideration shall be given, where practicable, to utilizing one of the identified starting times. Management shall maintain the total number of hours of work

for the originally scheduled week. It is recognized that combining shifts of varied duration is permitted for this purpose. With consent of the Association, the above limitations may be exceeded.

- (3) (a) Where, as a result of exigencies of the Service, a Member is assigned other duties and, as a consequence of having signed for and utilized statutory holidays, is in a debit position with respect to the time utilized, the Member will be given the option of repaying the time in the current or following calendar year.
- (b) Where the Member has a debit accrued time balance, in accordance with Article 3. (1) (b) (ii) of this Schedule, and that balance is carried over to the following year and the Officer does not have an accrued time balance for that year, the debit shall be repaid from another credited source of that Member.

(4) Overtime

In any twenty-four (24) period, time worked in excess of the Member's 10, 11 or 12 hour shift, is to be classified as overtime and paid in cash or lieu time, at the option of the Member, at the rate of one and one-half (1-1/2) the Member's normal hourly rate of pay. This section is to be interpreted,

- (a) to not include police duties performed in excess of the normally scheduled hours in any twenty-four (24) hour period if it results from an exchange of shifts and,
- (b) to include time worked in excess of the Member's normally scheduled 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) (i) A Member shall be entitled to a minimum of seven (7) hours off duty between the time the Member has completed one (1) scheduled tour of duty and the time the Member commences another scheduled tour of duty.
- (ii) In the event that a Member is scheduled or rescheduled to work a tour which does not allow for the minimum time off period of seven (7) hours, and the Member works such tour, the Member shall receive overtime premiums for the hours worked up to the minimum off time in accordance with the overtime provisions of this Agreement.

ARTICLE 4
ANNUAL VACATIONS WITH PAY

4. (10) The following provisions shall apply to those Members working this Shift Schedule.

- (a) (i) Signing sheets will be posted that indicate the days on which a squad is required to work and the number of Members entitled to take time off on each day. Sheets will include a list of non-supervisory personnel on the squad in order of seniority. All supervisory personnel (Sergeants and Staff Sergeants) will be listed within their own group on the squad at their station, in order of seniority.

Management will balance squads by seniority whenever possible.

- (ii) For the purpose of (10) (b) (i) above, the minimum number of members allowed off on annual leave per squad at each station shall be determined using the chart outlined in Subsection (iii) below.
- (iii) Subject to eligibility requirements outlined in subsection iv, the minimum number of members allowed off on annual leave at one time shall be determined by the chart outlined below.

<u>1 to 7 (Eligible Members on unit / squad)</u>	<u>1 Member off per week</u>
<u>8 to 12 (Eligible Members on unit / squad)</u>	<u>2 Member off per week</u>
<u>13 to 17 (Eligible Members on unit / squad)</u>	<u>3 Member off per week</u>
<u>18 to 22 (Eligible Members on unit / squad)</u>	<u>4 Member off per week</u>
<u>23 to 27 (Eligible Members on unit / squad)</u>	<u>5 Member off per week</u>
<u>28 to 32 (Eligible Members on unit / squad)</u>	<u>6 Member off per week</u>
<u>33 to 37 (Eligible Members on unit / squad)</u>	<u>7 Member off per week</u>
<u>38 to 42 (Eligible Members on unit / squad)</u>	<u>8 Member off per week</u>
<u>43 to 47 (Eligible Members on unit / squad)</u>	<u>9 Member off per week</u>

- (iv) Officer eligibility per squad / unit shall be based on actual number of officers available for the street each year and in advance. Individuals who fall into the criteria below will be removed from the calculation:
1. Officers who are on a leave of absence in excess of three (3) months.
 2. Officers who are suspended from duty.
 3. Officers who are on a long-term illness, maternity leave or unpaid absences with no anticipated return to work for the annual leave signing year.
 4. Officers who are seconded to other agencies or divisions for the annual leave signing year.

Officers excluded from this calculation will sign their annual leave, based on seniority, on a separate list.

(b) All personnel will sign by seniority within their squad. All supervisory personnel (Sergeants and Staff Sergeants) will sign together within their squad at their station. Signing for the subsequent year will occur on or before November 1st for the following year's entitlement. All annual leave time will be signed for in week entitlements. All time shall be debited in actual hours taken, as follows:

- (i) First signing for two weeks as defined in 4. (3)(a)(i).
- (ii) Second signing all remaining weeks of annual leave entitlement.

A calculation based on a weekly entitlement of forty (40) hours per week will be made in relation to the actual hours taken in the first and second signing, and any debit or credit shall be included in the projected accrued time entitlement.

- (iii) Third signing all statutory holiday entitlement and 75% of projected accrued time entitlement. This time shall be signed for in full scheduled shifts. Any remaining time shall be taken as elective time with the approval of the Commander.

(c) 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. Members cannot move into an open spot within three (3) weeks of the affected calendar week without prior consent of the Command Officer.

(d) Any adjustments will be calculated by August 15th of the entitlement year, and the Member advised time owing must be signed for prior to posting of the first duty list for October, or control of time forfeited.

(e) It is agreed and understood that Article 4. (3) (c) of the Agreement shall not apply to those Members working this Shift Schedule.

It is recognized that clarification as to the issue of the combination of Stations 30 and 31 for supervisory signing purposes has been referred to Arbitrator Picher for direction. The parties agree to abide by such direction when received, and to amend this Schedule accordingly, if required.

ARTICLE 20 **SHIFT PREMIUM**

20. (1) There is to be paid to each member a shift premium of twenty (20) cents per hour for each hour actually worked by such member who commences a shift between the hours of 1200 hours and

2400 hours. [2003]

Schedule 2000

GUIDELINES:

- 1) Rotation reflects current 12 hr. model.
- 2) Squads form 4 platoons, with 4 separate finish times.
- 3) Platoons follow rotation cycle (1,2,3,4...).
- 4) Assignment (7) is a split platoon duty.
Check roster for start times. (0700 - 1900 or 1200 - 2400)
- 5) Cycle repeats every 16 weeks.
- 6) Late night shifts must be filled.
- 7) Lunches completed by 5:00 a.m. (4:00 a.m. Sunday)
- 8) No lieu time on assignment 4.

Squad Duty / Day Off Schedule							
	S	M	T	W	T	F	S
1	D			N	N		
2		D	D			N	N
3	N			D	D		
4		N	N			D	D

Depicts 11 hour Night Shift
*10 Hour Shift: Sunday Night - Weeks 7 & 15

Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hours worked / week	34 hrs.	48 hrs.	36 hrs.	46 hrs.	36 hrs.	46 hrs.	34 hrs.	48 hrs.	34 hrs.	48 hrs.	36 hrs.	46 hrs.	36 hrs.	46 hrs.	34 hrs.	48 hrs.
Platoon	D (1)	D (3)	N	N (6)	D (7)	D (1)	N	N (4)	D (5)	D (7)	N	N (2)	D (3)	D (5)	N	D (1)
Platoon																
Platoon																
Platoon																
Squad																

Assignments	
(Odd Numbers)	Day Shift
1	0600 - 1800
5	0600 - 1800
3	0700 - 1900
7	1200 - 2400
(Even Numbers)	Night Shift
2	1800 - 0500**
6	1900 - 0600***
4	1900 - 0700
8	1800 - 0600

(Cycle: 1,2,3,4,5,6,7,8)

**Sunday 1800 - 0400
***Sunday 2000 - 0600

PATROL BRANCH SCHEDULE [1998]

**SUPERVISORS AND RECEPTION PERSONNEL
12 HOUR SHIFT SCHEDULE**

“Starting Times Window”	
Day Shift	0530 - 0800 Hours
Night Shift	1730 - 2000 Hours

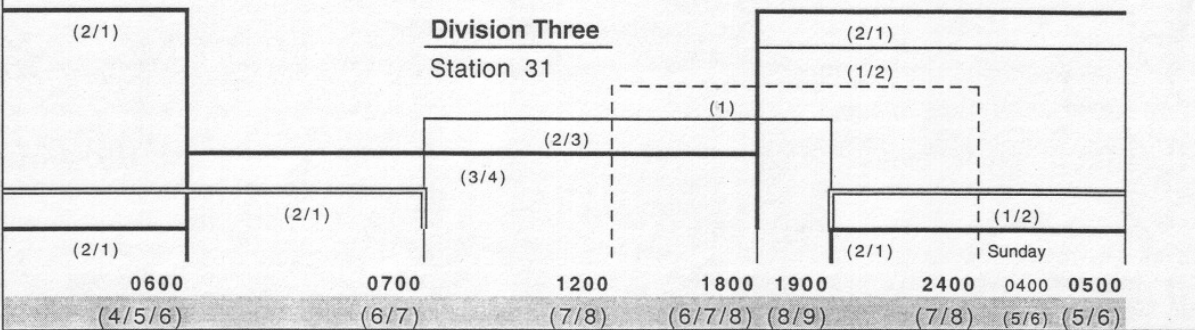
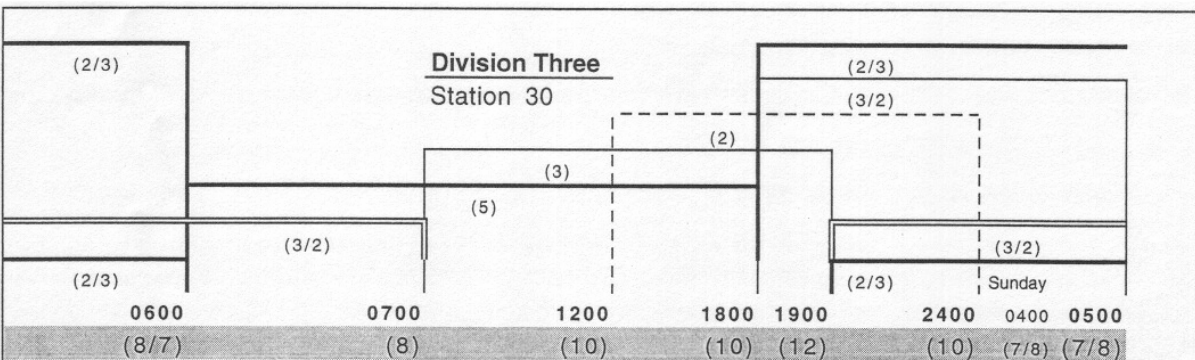
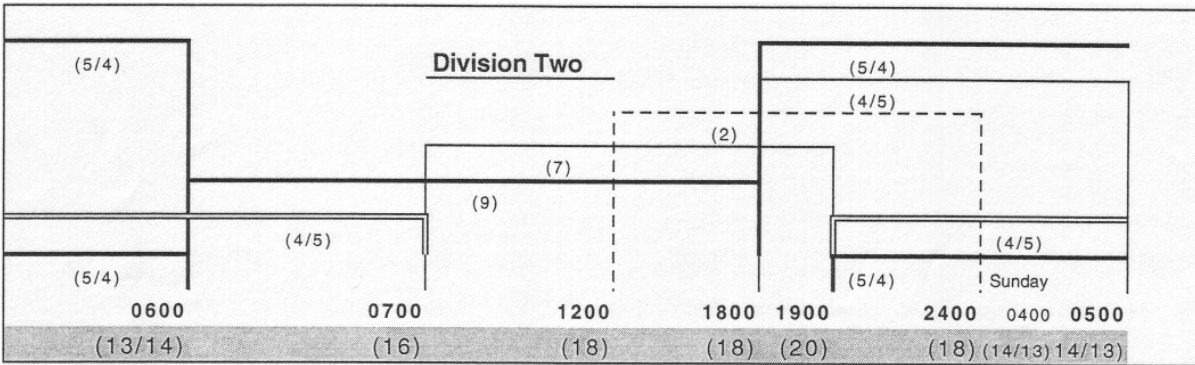
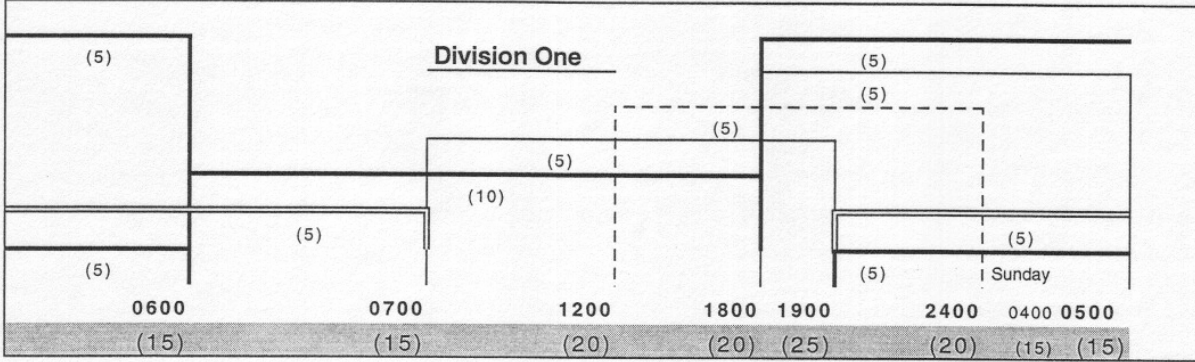
Supervisors and Reception Shift Rotation

	Sunday	Monday	Tuesday	Wednesda y	Thursday	Friday	Saturday
1	D			N	N		
2		D	D			N	N
3	N			D	D		
4		N	N			D	D

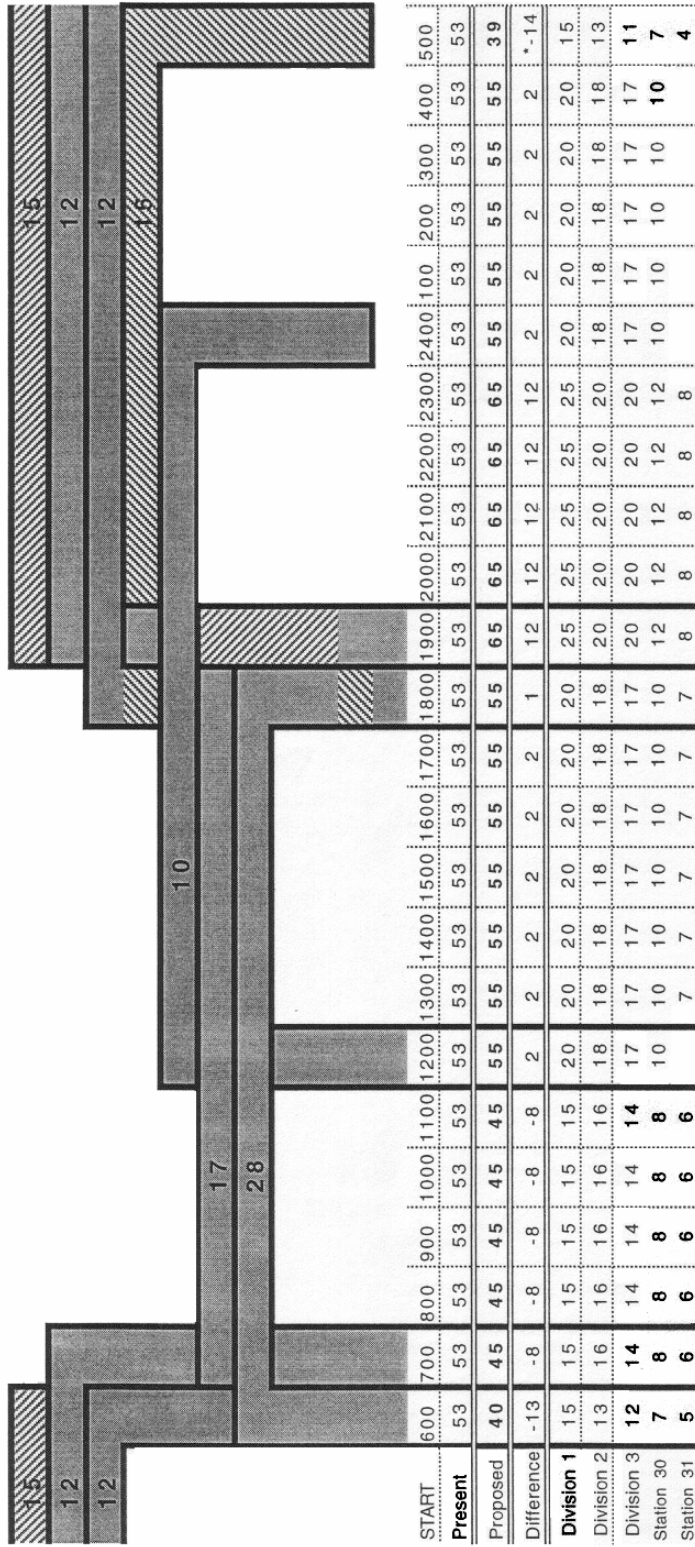
East End Station

Shift Rotation Schedule

Minimum Staffing Levels by Division



MINIMUM STAFFING LEVELS (12, 11, 10 hour shifts)



* Present schedule allows for reductions after 0400 to 42 officers & on Sun/Stat to 44 officers

(Sunday 1800-0400 - 10 hour shift)
 (Sunday 2000-0600 - 10 hour shift)

Shift Duration	Hours
1	0600-1800 hrs
2	0700-1900 hrs
3	1200-2400 hrs
4	1800-0500 hrs
5	1800-0600 hrs
6	1900-0700 hrs
7	1900-0600 hrs

Division	Squad	Platoon
Division 1	20 of 30	10
Division 2	18 of 27	9
Division 3	11 of 27	
Station 30	10 of 16	5
Station 31	7 of 11	3 / 4

LETTER OF UNDERSTANDING

Between

THE HAMILTON POLICE SERVICES BOARD

(Hereafter Known as the Board)

And

THE HAMILTON POLICE ASSOCIATION

(Hereafter Known as the Association)

1. The Letter of Understanding shall provide that a Joint Association Management Committee will be created to examine the feasibility of establishing a signing procedure for all other members for annual leave and statutory holidays.
2. The Board has agreed that a Letter of Understanding will be entered into providing for a Committee to be struck between the Association and Management in order to study 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 to allow changes to the Collective Agreement.
3. The amended provisions of Article 29. (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 29 prior to the date of ratification. The intent of this letter is to carry through despite any further amendments, which may have been made to Article 29 in 1991.
4. The Board agrees to study and implement a procedure, which will effectively reimburse members for expenses incurred in responding to pagers.
5. 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.

LETTER OF UNDERSTANDING: NOTICE RETIREMENT [2003]

Between

THE HAMILTON POLICE SERVICES BOARD

(Hereafter Known as the Board)

And

THE HAMILTON POLICE ASSOCIATION

(Hereafter Known as the Association)

All Sworn members shall whenever possible provide 90 days notice of retirement. [2003]

Signed at the City of Hamilton this ____ day of _____ 2003.

For the Board

For the Association

LETTER OF UNDERSTANDING: Conflict Resolution Committee [2003]

Between

THE HAMILTON POLICE SERVICES BOARD

(Hereafter Known as the Board)

And

THE HAMILTON POLICE ASSOCIATION

(Hereafter Known as the Association)

1. The Letter of Understanding shall provide that a Joint Association Management Committee will be created to implement a Conflict Resolution Policy and Procedure.
2. The Board and the Association has agreed to incorporate the services of our Employee Assistance Program carrier into the Conflict Resolution policy and procedure. [2003]

Signed at the City of Hamilton this ____ day of _____ 2003.

For the Board

For the Association

LETTER OF UNDERSTANDING

Between

THE HAMILTON POLICE SERVICES BOARD

(Hereafter Known as the Board)

And

THE HAMILTON POLICE ASSOCIATION

(Hereafter Known as the Association)

1. Whereas the parties agree that it would be to the mutual benefit to review frontline policing demands with the Hamilton Police Service as indicated in the Police Service's Patrol Officer Workload Study of November 26, 2002 and,
2. Whereas the parties further agree that it is in the best interest of the Hamilton Police Service to jointly review all aspects of frontline police staffing including, but not limited to, the advantages of the hiring of frontline officers and the need for and viability of part-time policing within the City, the parties commit as follows:
 - (a) To establish a joint committee to consider patrol division staffing levels, and
 - (b) To prepare a joint report for review by the Management Association Committee, prior to consideration by the Police Services Board regarding the findings of the committee no later than December 31st, 2003.

The foregoing forms the entire agreement between the parties in this matter.

Signed at the City of Hamilton this ____ day of _____ 2003.

For the Board

For the Association

MEMORANDUM OF UNDERSTANDING

Between

THE HAMILTON POLICE SERVICES BOARD

(Hereafter Known as the Board)

And

THE HAMILTON POLICE ASSOCIATION

(Hereafter Known as the Association)

Whereas the parties agree to establish a Joint Benefit Committee;

Whereas the parties have agreed that the objectives of the Committee is to keep the members healthy, productive, on the job and able to enjoy quality of life in good health;

Whereas the parties are committed to cooperate to achieve the objectives set out herein and ensure success in the effective management of benefits, the parties agree as follows:

1. That certain aspects of the current benefit plan can be managed more efficiently resulting in a reduction of current costs.
2. The Association agrees to work with the Police Services Board on cost containment initiatives. Such initiatives may include, but are not limited to the following:
 - a) Reduction of Dispensing Fees;
 - b) physiotherapy;
 - c) examination of various coverage levels within the program subject to data analysis;
 - d) other initiatives as agreed to by the parties;
 - e) rationalization of administration and processing fees.
3. With respect to paragraph two (2) both parties agree that 55% of all future savings generated as a result of changes to the existing benefit plan through the committees initiatives shall be placed in a health plan savings account and utilized for future benefit improvements and or new benefit entitlements.
4. The parties agree that out of those savings as set out above (the 55%) the first priority shall be to fund a Health Care Spending Account, in the amount of \$2,000 per year (which cannot be carried over from one year to the next), which shall be available to those members that retire after July 1, 2003 for the 5 years immediately following the member's 65th birthday or until death. The Account shall be available to reimburse the member for medical and dental expenses which are deemed as allowable deductible medical and dental expenses by Revenue Canada. The member must submit original receipts in order to receive reimbursement from the Account.

5. Upon joint agreement, the parties shall equally share costs for any consulting services contracted by the Committee.
6. The parties will provide all relevant financial and contractual information.
7. The parties will disclose all current and future health care initiatives.

Signed at the City of Hamilton this ____ day of _____ 2003.

For the Board

For the Association

HAMILTON POLICE SERVICE: JOB SHARE PROGRAM

AGREEMENT

BETWEEN:

HAMILTON POLICE SERVICES BOARD

(The Board)

- AND -

HAMILTON POLICE ASSOCIATION

(The Association)

WHEREAS the Board and the Association have agreed to adopt a Job Share Program which permits job share arrangements to be entered into by a limited number of qualified members of the Hamilton Police Service (Police Service) in accordance with the terms set out below;

NOW THEREFORE the parties agree as follows:

Statement of Principal

The purpose of job sharing is to provide full-time employees, with special needs, the opportunity to enjoy a better quality and balance in their working life by providing an opportunity, for a temporary time period, for full-time employees to apply for a reduction in hours of work to address these needs. It will allow employees, both police officers and civilians, to equally share the duties and responsibilities of one full time position without reduction in efficiency or productivity nor increase in cost to the Service.

Job share partners are to share hours equally, calculated over a bi-weekly period. Partners can negotiate their schedules, provided that equal time is worked by each partner bi-weekly, subject to any limitations specified herein or by the supervisor of the job share partners based upon the bona fide requirements of the position.

Definition

“Job sharing” means that two qualified members of the Police Service share one job which they are qualified to perform so that the pay, benefits and hours of duty for that position are shared equally by the two members in the same job classification.

Job sharing is a voluntary arrangement between two qualified Association members who are employees of the Police Service, who enter into an agreement to share one job equally. Each job share arrangement will be for twelve (12) months and the employees will share salary and all benefits, such as holidays and sick leave, on a prorated 50-50 basis, or as otherwise set out in this document.

Eligibility for Job Sharing

- (a) Any full-time uniform or civilian employee of the Police Service is eligible for participation, provided he/she is a current member of the Association and has completed the required Police Service probationary period.
- (b) Applicants must be immediately capable and qualified to perform the duties of the job they wish to share, without the need for training, once the job share commences.
- (c) A civilian member shall only share with a member who is in the same job classification, or a higher job classification where the partner in the higher classification is willing to move down to the lower classification of his/her partner. A uniform member shall only job share with a member of the same rank.

Duration / Termination / Variation of Job Share Program

This Job Share Program shall replace any and all Job Share Programs previously entered into by the parties effective upon the date of the last signatory to this Agreement. The Job Share Program shall operate for

a period of one (1) year, after which it will automatically renew annually unless terminated by the Board or the Association. Should either party wish to terminate the Job Share Program, it shall provide the other with thirty (30) days prior written notice, which shall include the reasons for termination.

The parties agree to review the Job Share Program, at the request of either, for the purpose of making recommendations to their respective Boards as to any revisions in form, which may be required.

The parties agree that should they fail to reach agreement with respect to the terms of continuation of the Program, or should either seek termination of same, such matter will not be considered to be a disagreement between the parties and may not be the subject of a grievance.

In the event the Job Share Program is terminated, upon expiry of any existing job share arrangements created under this Program or its predecessors, the employees will revert to their original positions under the current applicable Collective Agreement. If the Job Share Program is varied by agreement of the parties, such variation shall apply to all job share arrangements created subsequent to the variation. Existing job shares in progress at the time this variation is adopted shall continue under their existing conditions until the end of the 12-month term of the arrangement. Thereafter, the varied provisions shall be applicable to any job share arrangement continuing (extended) under the Program.

Should one job share partner leave a job share during the duration of a job share arrangement, the position shall revert back to a full-time position. The remaining partner will be returned to the position occupied by him/her prior to the commencement of the job share, and the vacant job share position will be filled in accordance with the Collective Agreement provided it continues to be a position required by the Board.

Termination of a Job Share Arrangement

A job share arrangement may be terminated by either participant, by the Board (through its delegate Police Service management), or by the Association, at any time during the duration of the arrangement, provided no less than ninety (90) calendar days written notice is provided by the party wishing to terminate the arrangement to the other job sharer, Management and the Association. Note: This notice required shall apply where one job share partner wishes to leave the job share position for any reason, including retirement and/or cessation of employment with the Service.

Job share arrangements shall not exceed a duration of two (2) years. Any extension for a Job Share Agreement, beyond two years, will be considered by the Committee if a recent critical change in special needs has occurred for a job share member. Upon termination of a job share arrangement, either on notice or by automatic termination, participants must return to previously scheduled duties and responsibilities for a minimum duration of one (1) year before becoming eligible to apply for participation in a job share arrangement.

For civilian personnel, temporary employees hired to fill vacancies created as a result of the commencement of a job share arrangement will be dealt with as per Schedule 'E' of the Collective Agreement at the completion of the job share arrangement.

Restrictions and Terms

There may be limitations placed on the number of job share arrangements allowed and it may be necessary to identify certain positions which will not be eligible for job sharing. This will be done after a consultation process between the Board or its delegates and the Association.

The number of job share arrangements allowed per department shall be determined by Management. Participating employees will be required to sign individual job share arrangements as well as a joint agreement

Active Police Personnel Collective Agreement (2003-2005)

which will specify their relationship to the job, their hours of work, benefits, job duties, and the process which will be used to monitor the successfulness of the job share arrangement.

Temporary employees may be utilized to fill civilian vacancies created as a result of job sharing. The vacancies will be filled by seniority, but will not be posted. Temporary employees will be notified at the time of hire that they are filling the position for the term of the job share arrangement only.

Job Share Conditions

- (a) It is the responsibility of the full-time employee wishing to job share to locate another job sharer who is a permanent full-time member. If no permanent full-time member is available, then a part-time and/or temporary full-time member can be considered and jointly request a job share arrangement.
- (b) Job share members will not be permitted to engage in other employment that would be considered a full-time position for any member of the public. The provisions of the Police Services Act dealing with part-time employment shall be applied.
- (c) A job share member retains the right to apply for any other vacancies posted.
- (d) A job share member retains the right to apply for any promotion that may occur.
- (e) If one job sharer terminated the arrangement after giving the required notice (ninety (90) calendar days), the remaining job share member may attempt to find a job share replacement partner within the ninety (90) days, provided the remaining job sharer wishes to continue.

Should the remaining job share member not wish to continue, or be unable to find another job share member, he/she will return to his/her prior position upon completion of the arrangement and the job share position will be filled in accordance with the Collective Agreement.

Scheduled Changes

Job share members shall notify their supervisor of any schedule changes ten (10) days prior to such a change.

Seniority

Credited service for seniority purposes is to be calculated by each participant proportionate to the number of hours actually worked.

Vacation

Each participant will earn credited service proportionate to the amount of time worked in each year. Vacation entitlement shall be calculated proportionately, based on the time worked during the period of the job share. It is recognized that vacation credits are earned in the year previous to vacation being taken. Therefore, with respect to the taking of annual leave during the first year of the job share arrangement, fifty percent (50%) of the leave earned in the previous year shall be banked, until such time the member returns to full-time duties, resigns, or retires from the Service. Any banked time shall be utilized by the member within the first year of his/her return to full time employment.

Example: A member entitled to 3 weeks vacation at commencement of a job share which begins on 31st December 1997 who works fifty percent (50%) of the time for the year 1998 is:

- (a) entitled to 1.5 weeks vacation in 1998,
- (b) banks 1.5 weeks of leave to be utilized upon return to full time employment, and
- (b) accumulates credited service equivalent to one half year for 1998.

Statutory Holidays

Members shall be entitled to 50% of the statutory holiday credits received by a full time member during the job share arrangement. It will be the obligation of the job share partners to arrange a system so that each participant works or has off fifty percent (50%) of the contractual statutory holidays.

Accrued Time

For job share positions which involve shift work which results in accrued time being associated with the position, the accumulation of accrued time will be pro-rated, according to each participants reduced hours of work.

Compassionate Leave

Participants will be eligible for compassionate leave on a pro-rated basis, based on the number of hours worked.

Service Pay

Each job sharer shall be eligible for fifty percent (50%) of the annual entitlement of service pay.

Salary

Each member shall receive gross bi-weekly pay equal to fifty percent (50%) of the amount payable to a full time member at the same rank/classification. Where job sharing occurs within the same salary classification

with an identical wage step, each job share partner's rate will remain unchanged, except where an anniversary increase is granted.

Where job sharing occurs within the same salary classification but involves partners with different wage steps, each job share partner's rate will remain unchanged, except where an anniversary increase is granted.

Where job sharing occurs in a lower classification for one partner, their placement in the salary range shall be the closest lower step of the range for the job share position to her/his current rate of pay.

Sick Time

A job sharer shall be eligible for a maximum of fifty percent (50%) of the sick credits that would be earned by an employee in a full time position.

Association Dues

Association dues and assessments payable by the participant shall be one hundred percent (100%) of the regular dues paid by full time members.

Life Insurance

Job sharers shall continue to participate in full (100%) Group, Life and Accidental Death & Dismemberment Insurance, based on the premiums payable for a full-time member in that position. A job share member and the Board shall each pay fifty percent (50%) of the costs of the applicable monthly premiums by payroll deduction.

Extended Health Care

A job sharer shall be eligible for full (100%) extended health care and dental plans based on payment of one hundred percent (100%) of the premiums payable for a full-time member in that position. A job share member and the Board shall each pay fifty percent (50%) of the costs of the applicable monthly premiums by payroll deduction.

Members may, in writing, opt out of the extended health care and dental plans, if so desired. In that event, neither the member nor the Board shall pay any of the premiums for such plans on behalf of the member.

Shift Differential

A job sharer shall be entitled to the appropriate shift differential for the applicable time worked.

Senior Constable Entitlement

Where entitled to it, a job sharer shall receive the senior constable entitlement according to the hours that he/she has worked.

Overtime

Job sharers will be entitled to overtime at the Collective Agreement overtime rates of pay for hours worked following a normal (scheduled) tour of duty; e.g. time in excess of 12, 11, 10 or 8 hours, as applicable.

Any time worked by one partner for the other partner will be a matter between the partners. Such time would be paid by the Board to the originally scheduled partner at the normal rate of pay, except where the replacement partner became eligible for overtime pay for time worked in excess of the normal scheduled tour of duty.

Pension

Pension contributions and credits will be adjusted in accordance with O.M.E.R.S. Regulations.

Workplace Safety & Insurance Compensation

It is acknowledged by the Association and by job share participants that under Workplace Safety and Insurance Compensation legislation, job sharers are only potentially eligible for fifty percent (50%) of the amount set out in the Collective Agreement.

Temporary Full-Time / Part-Time Employee Proviso

If a part-time or temporary full-time employee, as defined in the Collective Agreement, is involved in a job share arrangement, the parties agree that the provisions of Schedule 'E' in the Collective Agreement will be the only provisions of the Collective Agreement that apply to such part-time and temporary full-time employees. Furthermore, it is clearly understood that Schedule 'E' of the Collective Agreement is modified by all provisions in this Policy.

Job Share Committee

A joint Management / Association Committee will be established to review job share applications and to be available to discuss any problems that occur within a job share arrangement. Recommendations from this Committee will be made to their principal parties, for approval.

Notifying Human Resources re Continuation of Job Share Arrangement

Job sharers must notify Human Resources, in writing, not less than sixty (60) days prior to the end of each twelve (12) month term of their job share arrangement if they wish to continue job sharing.

DATED at Hamilton, Ontario this 16th day of December, 2002.

Original signed copy filed in Police Services Board Office

Bernie Morelli, Chair

Hamilton Police Services Board

(seal)

Original signed copy filed in Police Services Board Office

Lois Morin, Administrative Assistant

Hamilton Police Services Board

DATED at Hamilton, Ontario this 18th day of December, 2002.

Original signed copy filed in Police Services Board Office

Doug Allan, Administrator

Hamilton Police Association

(seal)

Original signed copy filed in Police Services Board Office

Brad Robinson, President

Hamilton Police Association

Amended: December 4, 2002



HAMILTON POLICE SERVICE

*****CAREER DEVELOPMENT
PROGRAM 2004***

FOR

LINE/SUPPORT PERSONNEL

The HPS Career Development Program

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**FOR A COPY OF ALL JOB DESCRIPTIONS
PLEASE GO TO THE
HAMILTON POLICE SERVICE INTRANET**

APPENDIX A
IMPLEMENTATION PLAN

CHAPTER 1

INTRODUCTION

Several trends and issues evident in the external environment and mirrored within the Hamilton Police Service will have a dramatic impact on 'people development' in the years ahead. Perhaps the most significant shift in recent years is towards the organization that links its ability to succeed in a climate of constant change to the life-long learning and development of its employees. This approach recognizes that people are the foundation for change in the Service, and that it is through the efforts and development of our members that we will achieve our vision of being recognized by our communities and our members as the best and most progressive police service.

Another of these trends is towards organizational restructuring. In our Service, that may mean fewer opportunities for promotion to higher ranks, and a greater emphasis on providing members with lateral opportunities to do interesting and challenging work with greater autonomy.

The resulting cultural shift in our organization is toward employee empowerment to take responsibility for their own development, with managers playing a coaching and facilitating role. The organization's role will be one of providing resources and support.

The Service's Career Development Program has been established jointly by the Service and the Hamilton Police Association (Association) to assist sworn members to take ownership of their careers, to develop knowledge, skills and abilities, while having the opportunity to experience a variety of jobs during the span of those careers.

This Program has four parts: A Selection Process for Sworn Positions, a Career Progression Model, a Position Directory by Division, and a Performance Appraisal and Development Plan. Together, these sections are intended to provide information, guidelines and a mechanism to facilitate individual career planning.

CHAPTER 2

SELECTION PROCESS FOR SWORN POSITIONS

1. CAREER DEVELOPMENT POSITIONS-DETECTIVE CONSTABLES

While any of the jobs listed in the Position Directory can provide developmental opportunities for a member, for purposes of the Selection Process for Line/Support Personnel, the following jobs are designated "Career Development Positions-Detective Constable".

Court Documents Bail Court Officer
Criminal Investigations Branch (Divisional Detectives) Investigator
Forensic Identification Branch Investigator
Pawn Unit Investigator
Scrap Investigator
Street Crimes Branch Investigator
Surveillance Unit Investigator
Technical Unit Investigator
Training Constable
Vice/Drugs Branch Investigator
Biker Enforcement Unit Investigator
Provincial Probation and Parole Liaison Officer
Major Fraud Branch Investigator
Technological Crimes Investigator
Collision Reconstruction Officer (Level 3)
BEAR Investigator *Temporary Position pending Police Service Board approval*

(a) Selection Process for Career Development Positions -Detective Constables

- (i) When a vacancy is identified, the Divisional Commander will notify Human Resources, who will create a "Notice of Career Development Opportunity-Detective Constable." The Notice will include a summary of duties, essential and desirable qualifications, and details of the particular selection process for that position. Details will include a description of any testing, interviews or other criteria to be used.
- (ii) Human Resources will circulate the Notice to all sworn members by electronic mail, and by posting a hard copy of the Notice in all sworn workplace locations, where feasible.

- (iii) The Notice will direct applicants to reply by electronic mail to the Commander of the Division in which the vacancy exists, with a copy to Human Resources and current Divisional Commander.
- (iv) The Commander of the Division in which the vacancy exists, Human Resources and the applicant's current Divisional Commander must receive replies within twenty-one days of the date of the Notice.
- (v) The Commander of the Division where the vacancy exists will review each application and discuss it with the member's Divisional Commander, where appropriate.
- (vi) Human Resources will identify and co-ordinate any testing, interviews or other criteria.
- (vii) ***Human Resources will individually notify all unsuccessful applicants.***
- (viii) Human Resources will notify all sworn members by electronic mail once the successful candidate has been identified.
- (vix) To assist in future career planning, a member who was not selected may request an interview with the member's Divisional Commander to discuss the member's qualifications. If the matter is not resolved satisfactorily, the member may appeal to the Deputy Chief of Police.

(b) **Duration of Career Development Assignments-Detective Constable**

Career Development-Detective Constable position assignments have a maximum continuous duration of thirty-six months, except for the **Forensic Identification Branch Investigator**, which has a maximum continuous duration of eighty-four months and **Technical Unit Investigator**, which has a maximum continuous duration of eighty-four months and ***the Fail to Remain/Collision Reconstruction Officer (Level 3)***, which has a maximum continuous duration of 84 months. Upon the expiration of a Career Development-Detective Constable assignment, a member will not be eligible for another such assignment for a period of twelve months.

(c) **Exceptions**

(i) Selection Process

Where dictated by exigent circumstances, such as promotions, changes in technology or investigative demands, the selection process may be varied. Where such an exigency occurs, the Chief of Police shall notify the Association, in advance, of the reasons for the variation.

(ii) Duration

Where dictated by exigent circumstances such as promotions, changes in technology or investigative demands, the duration of an assignment may be extended. Where such an exigency occurs, the Chief of Police shall notify the Association in advance of the reasons for the variation and must have approval of the Association for such extension.

Any such extension of an assignment shall be for a maximum of six months duration. During the period of the extension, the member shall be compensated at the First Class Sergeant rate.

Management may reduce the usual duration of the Career Development position during the posting process as required.

2. OTHER CAREER DEVELOPMENT POSITIONS

For the purposes of the Selection Process for Line/Support Personnel, the following jobs are designated "**Other Career Development Positions**":

PRIMARY OPPORTUNITIES

Canine Officer
Canine Trainer
Community Policing Centre Officer
Community Services Officer
Crisis Outreach and Support Team Officer (C.O.A.S.T.)
Divisional Analyst
Divisional Safety Officer
Divisional Youth Officer
Emergency Response Unit Officer/Bomb Technician
Fail to Remain Officer (Level 2)
Freedom of Information Officer
High Enforcement Action Team Officer
Recruiting Officer
School Liaison Officer
Seniors' Support Officer
Special Events Co-ordinator
Towing Co-ordinator
Traffic Branch Officer
Special Events Co-ordinator
Use of Force Instructor

SECONDARY OPPORTUNITIES

Breathalyzer Technician
Coach Officer
Crowd Management Unit Officer
Domestic Violence Officer
Marine Officer
Negotiator
Scenes of Crime Officer

(a) Selection Process for Other Career Development Positions

- (i) When a vacancy is identified, the Divisional Commander will notify Human Resources, who will create a "Notice of Career Development Opportunity". The Notice will include a summary of duties, essential and desirable qualifications, and details of the particular selection process for that position. Details will include a description of any testing, interviews or other criteria to be used.
- (ii) Human Resources will circulate the Notice to all sworn members by electronic mail, and by posting a hard copy of the Notice in all sworn workplace locations, where

feasible.

- (iii) The Notice will direct applicants to reply by electronic mail to the Commander of the Division in which the vacancy exists, with a copy to Human Resources.
- (iv) The Commander and Human Resources must receive replies within twenty-one days of the date of the Notice.
- (iv) The Commander of the Division where the vacancy exists will review each application and discuss it with the member's Divisional Commander, where appropriate.
- (v) Human Resources will identify and co-ordinate any testing, interviews or other criteria.
- (vi) ***Human Resources will individually notify all unsuccessful applicants.***
- (vii) Human Resources will notify all sworn members by electronic mail once the successful candidate has been identified.
- (viii) To assist in future career planning, a member who was not selected may request an interview with the member's Divisional Commander to discuss the member's qualifications. If the matter is not resolved satisfactorily, the member may appeal to the Deputy Chief of Police.

(b) Duration of Other Career Development Opportunity Assignments

Except for the Bomb Technician and the Fail to Remain/Collision Reconstruction Officer positions, which have a maximum continuous duration of eighty-four months, most Other Career Development Opportunity position assignments have a maximum continuous duration of sixty months. Upon the expiration of an Other Primary Career Development Opportunity assignment a member will not be eligible for another such assignment for a period of twelve months (365 days).

Jobs noted above and in the Position Directory as Secondary Opportunity positions have a maximum duration of sixty months, at which time the duration may be reviewed and extended if mutually agreed by the member and the Divisional Commander. A member **solely** holding a Secondary Opportunity position(s) who is otherwise eligible to apply for another Career Development Position will not be subject to the twelve month waiting period (i.e. 365 days).

(c) Exceptions

- (i) No Eligible Candidates

Should a situation develop where a position is posted and no qualified applicants apply the position will be re-posted enunciating the elimination of the required 12-month waiting period, and/or the change in required qualifications. In the event no applications are received after the second posting, the Division Commander shall

have the authority to appoint a member to the position.

(ii) Selection Process

Where dictated by exigent circumstances, such as promotions, changes in technology or investigative demands, the selection process may be varied. Where such an exigency occurs, the Chief of Police shall notify the Association, in advance, of the reasons for the variation.

(iii) Duration

Where dictated by exigent circumstances, such as promotions, changes in technology or investigative demands, the duration of an assignment may be extended. Where such an exigency occurs, the Chief of Police shall notify the Association, in advance, of the reasons for the variation, and must have approval of the Association for such extension.

(iv) Accommodations

If a member of the Association becomes mentally or physically disabled and, as a result, is incapable of performing the essential duties of the position, the Chief or designate may, appoint the disabled officer into a position that would normally require posting. This is providing that the disabled member has the essential qualifications to perform that job. Should a member who has been placed in a position that would normally require a posting wish to leave that position for another designated Career Development position they would be subject to the usual posting and formal selection process. They would be further subject to the time limitations of the position.

3. POSITIONS WHERE FORMAL SELECTION PROCESSES DO NOT APPLY

The following jobs listed in the Position Directory are not subject to a formal selection process, and may be filled at the discretion of the Divisional Commander:

Bicycle Patrol Officer
Bomb Technician
Community Reception Officer (C.R.O.)
Custody Branch Officer
Uniform Patrol Officer

4. DESIGNATED ACTING POSITIONS

Management may **assign or** designate members to perform Acting duties, **A/Sgt., A/Det., A/S/Sgt., A/D/Sgt., A/Insp.** on a relief basis, but such period of **assignment or** designation will be limited to six continuous months. Upon the expiration of **an assignment or designated** Acting Position, a member will not be eligible for another such position for a period of six months.

Where there are insufficient members designated and qualified to fill Acting positions, the time limit may be extended for one six month period, with the approval of the Association.

5. PREGNANCY / PARENTAL LEAVES

Members will be returned to Career Development positions upon their return from Pregnancy or Parental leaves for the remainder of time left on their original posting prior to the Leave.

Regular posting procedures will not apply to positions left temporarily vacant as a result of Pregnancy or Parental Leaves.

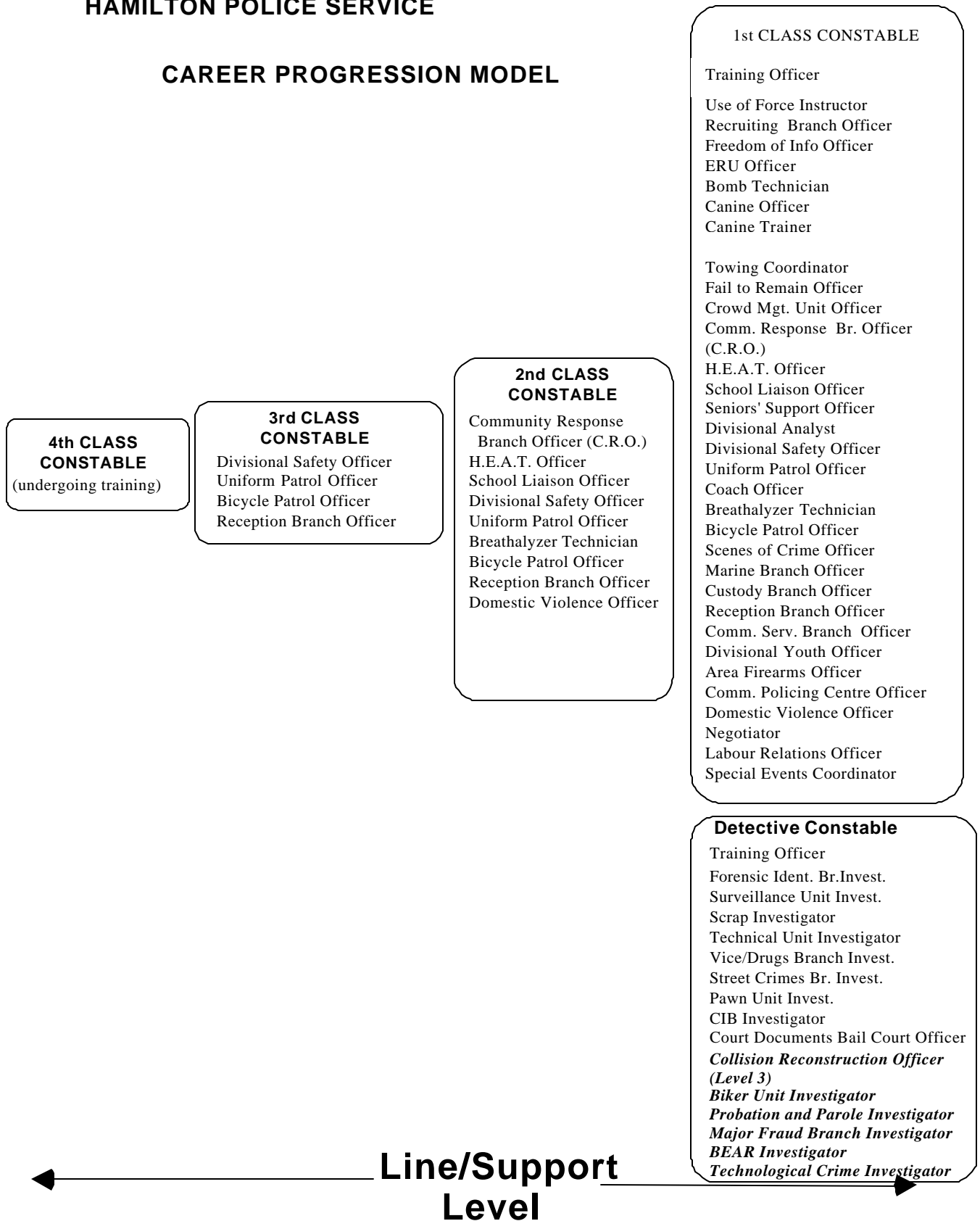
CHAPTER 3

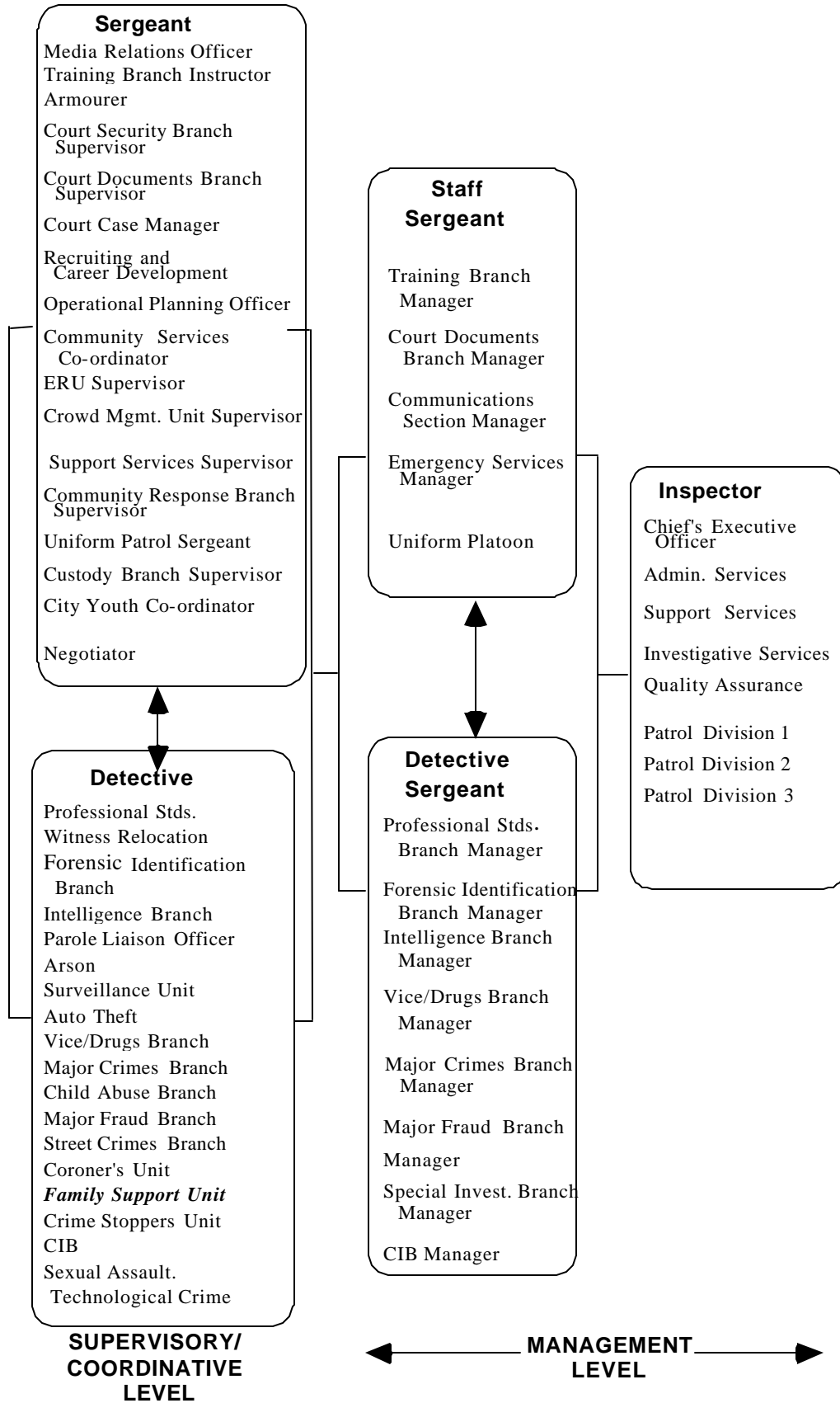
***THE HPS CAREER PROGRESSION
MODEL***

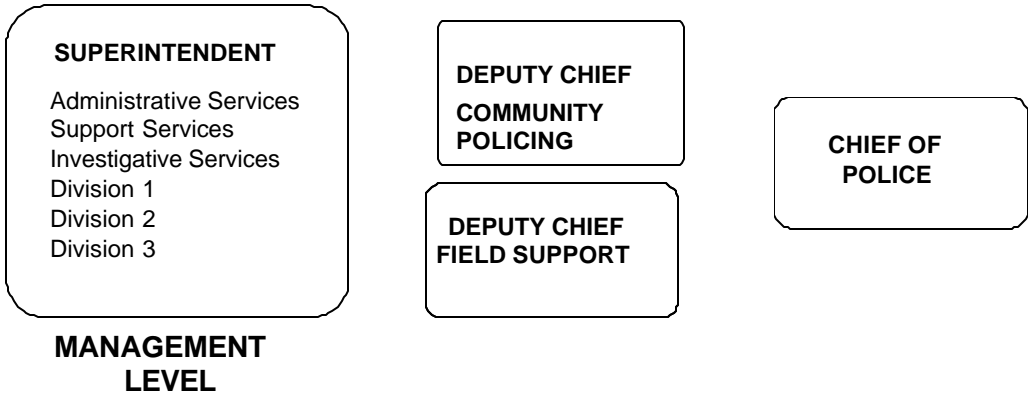
This model graphically depicts all of the sworn positions in this Service, represented by rank and functional level (i.e. Line/Support, Supervisory/Co-ordination and Management) allowing the member to quickly determine which positions are available at his/her particular level. Details of the desired position or positions can then be located using the Index in the next chapter.

HAMILTON POLICE SERVICE

CAREER PROGRESSION MODEL







CHAPTER 4

POSITION DIRECTORY BY DIVISION

This Position Directory provides information on every sworn position in the Service, including a concise Summary of Duties, Essential and Desirable Qualifications, and a contact for information. The positions are listed by Division.

The main purpose of the Position Directory is to assist officers to realistically establish and pursue career goals. Officers will find this source useful when planning to compete for transfer or promotion, or when preparing for a developmental discussion with their supervisor.

Please Note: The Summary of Duties and Qualifications contained in this document are intended to provide general information for career planning purposes only and are not intended to represent a definitive job description to be used for any other purpose.

Essential and Desirable Qualifications listed for each position are, where applicable, consistent with the key competencies which the Service seeks to identify and encourage in the Performance Appraisal and Development process. Reference should be made to the Performance Appraisal and Development Plan User Guide for direction on how an officer can use that Plan to develop key competencies.

Please Note that some specialized positions have specific prerequisites, for example, Forensic Identification Branch Investigator (Detective Constable) applicants must have Scenes of Crime Officer experience.

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