



**CIVILIAN PERSONNEL
COLLECTIVE AGREEMENT
2003-2005**

THE 2003 – 2005 AGREEMENT

(CIVILIAN PERSONNEL)

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THIS AGREEMENT entered into as of the 17th day of February 2003.

BETWEEN:

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 Association 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 procedure or working conditions of the members of the Hamilton [2002] Police Service, except as is otherwise provided in the said Act, every person employed in the Hamilton[2002] Police Service is deemed to be a Member of that Service, and

WHEREAS the Bargaining Committee of the Association has bargained with the Board for and on behalf of certain persons employed in the Hamilton [2002] Police Service, who may be described as persons deemed to be Members of that Service and who may be generally described, for the purposes of this Agreement, as comprising all persons employed as stenographers, secretaries, clerks, telephone switchboard operators, mechanics, mechanics' helpers and maintenance personnel, including, without limiting the generality hereof, all similar classifications or capacities occupied by persons employed in the Hamilton[2002] Police Service, and

WHEREAS the Board and the Association have agreed to enter into these presents for the purpose of effectively defining, determining and providing for remuneration, pensions, sick leave credit gratuities, grievance procedures, or working conditions of said members of the Hamilton [2002] Police Service, including, without restricting the meaning hereof, all members who are employed, from time to time, in the classifications set forth in Schedule "A" attached hereto and forming part of this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1
SCOPE

- 1.1 The Provisions of this Agreement apply to all members employed in the job classifications set forth in Schedule "A" attached hereto and forming part of this Agreement and for the purpose of clarity, the rates of pay and the hourly rates set forth in the said Schedule "A" in respect of the job classifications described therein apply, during the term of this Agreement to all members employed in the said classifications. As per subsection 118 (1) of the Police Services Act the parties assign the civilian members to this separate collective agreement. [2003]
- 1.2 If the Board, during the term of this Agreement establishes any additional positions or job classifications that are not specified in Schedule "A" but which positions or classifications are appropriate for inclusion in Schedule "A", then the Board agrees
- (a) that the said positions or job classifications are to be included in and form part of Schedule "A", and
 - (b) that the rates for such positions or job classifications are subject to the grievance procedure set forth in this Agreement and the arbitration provisions set forth in the Police Services Act.
- 1.3 A part-time member is defined as a member who regularly works less than 104 hours per month. A part time member may exceed 104 hours per month where an emergency unscheduled situation arises and all other means have been exhausted in an effort to eliminate a staffing shortage. It is agreed that the provisions of Schedule "E" appended hereto will be the only provisions of this Collective Agreement that apply to part time members as defined herein. (1995)
- 1.4 A temporary full-time member is defined as:
- (a) A member who takes the place of a regular full-time member who is absent on a leave of absence, including pregnancy/parental leave, extended periods of sick leave and leave for compensable injuries;
 - (b) A member who takes the place of a regular full time member during vacation periods not to exceed 240 hours annually, or during training periods, or for bridging for a period not to exceed 90 days, unless extended by mutual consent of the parties. "Bridging" is defined as filling a permanent vacancy on a temporary basis until the contractual costing/hiring process is completed. (1995)
 - (c) A special project monitor hired in accordance with the Service's needs arising out of special projects, provided such persons shall not be employed for more than six (6) months in any twelve (12) month period, subject to an extension by mutual agreement by the parties.

It is agreed that the provisions of Schedule "E" appended hereto shall be the only provisions of this Collective Agreement that apply to temporary full-time members as defined herein.

- 1.5 (a) the parties agree that the provisions of this Collective Agreement shall not apply to:
- (i) Special skills monitors who are hired for their specialized language skills for single projects only; OR
 - (ii) Casual members utilized on an ad hoc basis for limited purposes only, who work minimal hours per month; OR
 - (iii) Students employed during school vacation periods
- (b) The employer agrees that it will notify the Association each time a special skills monitor, as defined in Article 1.5 (a) herein, is hired.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.1 (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 membership solicitation and other Association activity not pertaining to this Agreement, will not take place during working hours or on the premises of the Board or on any work project the Board may be engaged in, and
- (d) 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.
- (e) 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.

- (f) The Board recognizes the Association as the exclusive Bargaining Agent for all members coming within the scope of this Agreement and more particularly described in Schedule "A" and they are hereinafter referred to as "member" or "members", whichever the case, and
- (g) 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.
- (h) Management acknowledges that, when exercising its right regarding matters relating to discipline, the exercise of such right is to be measured against a standard of just cause. (1995)
- (i) 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.
- (j) 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.
- (k) 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 of this Agreement.
- (l) Management agrees not to interfere with the rights of members designated within the scope of this Agreement 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 the member's connection with the Association.

ARTICLE 3

STANDARD HOURS OF WORK

- 3.1 Members working an office hour schedule shall work a forty (40) hour week.
- 3.2 The office hour schedule that is to normally apply is 8:30 a. m. to 4:30 p. m. daily, or any other shifts as may be necessary by reason of the nature of operations of the Police Service, but
 - (a) lunch period of one (1) hour is to be arranged and allowed by the Chief of the Police Service in accordance with the needs of the Police Service, and
 - (b) each member is to be allowed a fifteen (15) minute rest period in the first half and in the second half of such scheduled hours of work or of each shift, whichever is the case.

- 3.3 Members working other than an office hour schedule are to work such hours as are designated by the Chief of Police or as negotiated but in no case is a member's scheduled hours of work to exceed forty (40) hours per week, if on an eight (8) or ten (10) hour shift and an average of forty-two (42) hours per week if on a twelve (12) hour shift.
- 3.4 The 10 hour shift schedules are restricted to members assigned to identified areas of 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 3.4(a), remain unchanged.
- (a) 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.
 - (b) 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.
 - (c) Isolated changes may also occur due to specific requirements upon mutual consent of the member and supervisor.
 - (d) The Member Relations Office shall notify the Association of any changes necessitated under 3.4(b).
 - (e) All hours worked on a 10 hour schedule shall be consecutive hours and all days off shall be consecutive. 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.
- 3.5 For members working a twelve (12) hour shift schedule, the normal hours of work shall be:
- 1. Day Shift - 0700 - 1900
 - 2. Night Shift - 1900 - 0700
 - 3. Or as required, after discussion with the Association.

In each period of twelve (12) hours of duty, all hours worked on an assigned shift will be consecutive hours, and, subject to exigencies of the service, there is to be two 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 two-sixty (60) minute periods, which latter period is inclusive of any break entitlement to which the member might be granted under the terms and conditions of this Collective Agreement. Lunch periods may be varied with the agreement of both the member and supervisor (1998).

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 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.

- 3.6 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.
- 3.7 The standard hours of work described in this Article are stated solely for the purposes of calculating overtime, and are not to be construed as a guarantee of any minimum or as a restriction of any maximum number of hours worked.
- 3.8 A duty list is to be posted at each police station in the City of Hamilton [2002] not less than three weeks in advance of the operative date thereof. Once posted this list is not to be altered without the knowledge of the member, subject to the exigencies of the service.
- 3.9 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.
- 3.10 With the exception of an emergency or ongoing investigation, where a member is required to work overtime or a "call-in" which:
 - (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
 - (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:
 - (i) provided with seven (7) consecutive hours of rest before reporting for the next regularly scheduled shift at no expense to the member, or
 - (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)

ARTICLE 4

OVERTIME/STAND-BY/ON CALL COMPENSATION

- 4.1 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 to receive lieu time, at the option of the member, at the rate of one-and-a-half times the member's normal hourly rate of pay. This Section is to be interpreted:
- (a) not to include 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) lieu time at the rate of double time, or cash at the rate of double time is to be paid for all overtime worked on Sunday.
 - (c) to include, when a member is required to work on a regularly scheduled day off unless, by mutual agreement, the member's day off has been changed.
- 4.2 A member who is required to work for a continuous period which includes two (2) hours in addition to the member's regularly scheduled shift is entitled to receive:
- (a) a meal allowance of Ten dollars, (\$10.00), and
 - (b) for each succeeding period of five (5) continuous hours, a meal allowance of Ten dollars (\$10.00). (1998)
- 4.3 A member is required to file, in the month of December in each year, an election, with the Chief of the Hamilton [2002] Police, as to whether the member will accept time off or cash in payment of the accumulated hourly credits for the succeeding year for overtime.
- 4.4 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.
- 4.5 Where a member has, at November 30 in any year, time off credited in respect of overtime, such credits will be paid in cash to the member in second pay period in December.
- 4.6 Notwithstanding the provisions of this Article, a member who is required to attend a Court or other type of hearing while "off duty", is to be allowed four (4) hours' lieu time, but this Section does not apply if a claim is made under the provisions of Article 25.
- 4.7 A member who is sent home at any time or times during the week:
- (a) because of lack of work or inclement weather, or
 - (b) who is absent at any time or times during the week because of illness or accident,

is and shall be treated for the purpose of calculating overtime in respect of the member's standard hours of work on such day or days and is to be and shall be paid for all hours

of work performed by the member in excess of their normal work week at the overtime rates specified in Article 4.

- 4.8 When a member is called in by a command or supervisory officer during the member's off-duty hours to perform any duty that is directly or indirectly connected with the Police Service such recall, except where the member is called in for disciplinary reasons, is to be classified as overtime and the member is to be paid in cash or to receive lieu time, at the option of the member, at the rate of one and one half (1-1/2) 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).
- 4.9 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".
- 4.10 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 5

ANNUAL VACATION

- 5.1 (a) Aggregate credited service in the calculation of all annual vacation benefits, is to be calculated from the date of employment, and the member's full entitlement for the calendar year commences January 1st.

Members who join the H.W.R.P.S. after January 1, 1991 with previous unbroken service with the Board, the Hamilton or its area municipalities, or the City of Hamilton, will be credited with such service in the calculation of their vacation entitlement. This calculation to be effective January 1, 1992.

- (b) A member is to be granted, except as otherwise expressly provided herein, an annual vacation with pay as follows:
 - (i) members whose services terminate before completion of one (1) year of service are to receive four per cent (4%) of their respective earnings, exclusive of overtime and Court time for such services, and
 - (ii) members with one (1) year of aggregate credited service are to receive two (2) weeks vacation, and
 - (iii) members with three (3) years of aggregate credited service are to receive three (3) weeks vacation, and
 - (iv) members with nine (9) years of aggregate credited service are to receive four (4) weeks vacation, and
 - (v) members with fifteen (15) years aggregate credited service are to receive five (5) weeks vacation with pay, and

- (vi) members with twenty-two (22) years aggregate credited service are to receive six (6) weeks vacation with pay, and
 - (vii) members with twenty-seven (27) years of service are to receive seven (7) weeks vacation with pay, and
 - (viii) members in their retirement year, are entitled to two (2) additional weeks vacation with pay.
 - (ix) A member has the option of accepting cash in lieu of the vacation leave which they were due to receive in their retirement year.
- 5.2 A member's vacation period and pay is to be based on the member's standard work week and standard rate of pay, but is not to include any shift premium, overtime, or other increments.
- 5.3 The vacation period and pay of any member
- (a) 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
 - (b) in scheduling a vacation period for the purposes of Court appearance only, the vacation period of a 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 25.4 do not apply to the scheduled days off as described in this paragraph.
 - (c) 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.
- 5.4 A week's pay for salaried members is to be the member's basic salary paid per week on a weekly basis, but is not to include overtime, shift premium or other increments.
- 5.5 The vacation period is to commence from and including January 1st and continue to and including December 31st of the same year. No member is to be permitted to combine the vacation period of one year with all or part of the vacation period of another year, save and except with the approval of the Board.
- 5.6 When a statutory holiday falls on a day of the scheduled vacation, a member is to be entitled to an additional day of vacation. The additional day or days to be granted at a time which is not to interfere with the efficient operation of the Police Service business or disrupt the vacation period as scheduled for other members.
- 5.7 It is agreed and understood that the Board has the right to determine staffing requirements for vacation scheduling. Member vacation signing shall be determined on

the basis of full-time seniority with the Police Service. (Reference Article 5.13). Vacation schedules are to be arranged and posted at least two (2) months before the vacation period commences. Vacations commence at the beginning of a calendar week unless the demand of the operation of the Police Service makes this impossible.(1995)

- 5.8 (a) All vacations granted in any year are to be determined on the basis of the aggregate credited service of the member and such credited service is to include any period or periods of absence due to sickness, accident, lay-off or other temporary leave of absence, such absence not to exceed (60) working days. 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) Notwithstanding 5.8(a), in accordance with the Employment Insurance Act and Employment Standards Act, all periods of absence due to parental/pregnancy leave, whether paid or unpaid, shall be included as credited service in the calculation of vacation entitlement.
- (b) 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.
- 5.9 Subject to the exigencies of the service, a member may, at the member's discretion, take one (1) week of vacation entitlement and use it one (1) day at a time.
- 5.10 The following provisions shall apply to those members working a twelve (12) hour shift.
- (a) For the purpose of this Article, entitlement shall include vacation time, accrued time, and statutory holiday credits.
- (b) Signing sheets will be posted that indicate the days on which a squad is required to work, and indicate the minimum number of members entitled to take time off on each day. It will also include a list of members on the squad in numerical order by seniority.
- The purpose of this sub-section is to firstly increase the availability of signing blocks within a division and secondly to create more balanced squads by seniority.
- (c) The members will sign by seniority, 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 5.3 (a);
- (ii) All remaining annual vacation entitlement;

- (iii) Third signing for all statutory holidays and at least 60% of accrued time entitlement.
 - (d) A member will be allowed to change days signed for by arranging a trade with another member within the squad, or by moving the date to an open spot, but notice must be given to Command Officer;
 - (e) Any adjustments will be calculated by October 1st of entitlement year, and the member advised that time owing must be signed for by November 1st or control of the time is forfeited;
 - (f) Each member will be advised of what their entitlement will be and must sign in accordance with this Article (b) and (c);
 - (g) It is agreed and understood that the following provisions of the Collective Agreement shall not apply to those persons working a twelve (12) hour shift: - Articles 5.6 and 5.9.
- 5.11 The following provisions shall apply to those members working a ten (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) Supervisory personnel shall sign independent of each other and 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.
 - (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 all remaining 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) Personnel 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.
- (g) 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.
- (h) A member may, at the member's discretion, utilize one week of vacation entitlement one day at a time.
- (i) Members shall be advised of their entitlement when the Signing Sheets are posted and must sign in accordance with this Article.
- (j) 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.
- (k) 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.

5.12 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 all remaining 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) Personnel 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.
- (g) 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.
- (h) A member may, at the member's discretion, utilize one week of vacation entitlement one day at a time.
- (i) Members shall be advised of their entitlement when the Signing Sheets are posted and must sign in accordance with this Article.

5.13 Seniority for signing shall be determined:

- (a) by full-time service with the Board,
- (b) 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,
- (c) 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)

5.14 For the purpose of this Article, the minimum number of personnel eligible for leave on each day shall be determined by the chart below.

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

ARTICLE 6

VACATION PAY ON RETIREMENT OR ON

SEPARATION FROM SERVICE

A member who retires within the provisions of Pension By-Law 7970, as amended to the date of this Agreement or under the Ontario Municipal Members Retirement System, or on separation from service with the Board is to be paid vacation pay as follows:

6.1 A member who has qualified

- (a) for seven (7) weeks vacation with pay and whose retirement or separation from service occurs on or after January 1st, in the member's year of retirement or separation from service, is entitled to their seven (7) weeks vacation with pay plus 14% of their actual standard rate of pay but exclusive of overtime, shift premium or other increments earned during the period commencing January 1st in the member's year of retirement or separation to the effective date of retirement or separation, or
- (b) for six (6) weeks vacation with pay and whose retirement or separation from service occurs on or after January 1st, in the member's year of retirement or separation from service, is entitled to their six (6) weeks vacation with pay plus 12% of their actual standard rate of pay but exclusive of overtime, shift premium or other increment earned during the period commencing January 1st, in the member's year of retirement or separation to the effective date of retirement or separation, or
- (c) for five (5) weeks vacation with pay and whose retirement or separation from service occurs on or after January 1st in the member's year of retirement or separation from service, is entitled to their five (5) weeks vacation with pay plus 10% of their actual standard rate of pay but exclusive of overtime, shift premium or other increments earned during the period commencing January 1st in the member's year of retirement or separation to the effective date of retirement or separation, or
- (d) for four (4) weeks vacation with pay and whose retirement or separation from service occurs on or after January 1st in the member's year of retirement or separation from service, is entitled to their (4) weeks vacation with pay plus 8% of their actual standard rate of pay but exclusive of overtime, shift premium or other increments earned during the period commencing January 1st in the member's year of retirement or separation to the effective date of retirement or separation, or
- (e) for three (3) weeks vacation with pay and whose retirement or separation from service occurs on or after January 1st in the member's year of retirement or separation from service, is entitled to their three (3) weeks vacation with pay plus 6% of their actual standard rate of pay but exclusive of overtime, shift premium or other increments earned during the period commencing January 1st in the member's year of retirement or separation to the effective date of retirement or separation, or
- (f) for two (2) weeks vacation with pay and whose retirement or separation from service occurs on or after January 1st in the member's year of retirement or separation from service, is entitled to their two (2) weeks vacation with pay plus 4% of their actual standard rate of pay but exclusive of overtime, shift premium or other increments earned during the period commencing January 1st in the member's year of retirement or separation to the effective date of retirement or separation.

- 6.2 Members who do not qualify for separation vacation pay under the terms of this Agreement are to be paid separation vacation pay in accordance with the provisions of The Employment Standards Act, being Chapter 137 of the Revised Statutes of Ontario, 1980, as amended.
- 6.3 Where a member dies, any unpaid vacation money is to be paid to the estate of the deceased member.

ARTICLE 7

STATUTORY AND PROCLAIMED HOLIDAYS

- 7.1 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 [2002] Police Service,
 - (c) where the member is working a ten (10) or twelve (12) hour shift schedule, 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 5.10(a). Such entitlement is in lieu of the provisions of Article 7.1(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 5.11(a). All remaining entitlement may be assigned to a member on any of the days designated in this Agreement as Statutory or Proclaimed Holiday.
- 7.2 Where a Statutory Holiday or a Proclaimed Holiday is observed on a scheduled day off the member is entitled to receive a lieu day off with pay at their normal rate of pay.

- 7.3 Subject to sub-section (4) of this Section, where a member is required to perform police duties on the day of observance of a Statutory Holiday or a Proclaimed Holiday, the member is entitled to receive a lieu day off with pay at their normal rate of pay.
- 7.4 During the observance of a Statutory Holiday or a Proclaimed Holiday starting at 0001 hours, the member is to be paid in cash or to receive lieu time at the option of the member, at the rate of time and one-half (1-1/2) their normal hourly rate of pay for all hours that are worked on the holiday.
- 7.5 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 endeavour to post Statutory and Proclaimed holiday dates by November 1st or the preceding year. (1995)
- 7.6 Where a member is required to work on the day before Christmas day and New Year's Day, those members not on shift rotation are to receive four (4) hours off, with pay, for either day, but not both, subject to the approval of the Administration and the exigencies of the service.
- 7.7 A member is not to be paid for any Statutory Holiday or Proclaimed Holiday,
- (a) if the member does not work on such holiday without good cause when the member has been scheduled to do so, or
 - (b) if the member has been absent, without good cause, on the scheduled day immediately preceding or succeeding any such holiday, or
 - (c) if the member has not been employed by the Board for at least thirty (30) continuous days, or
 - (d) the Board is to determine whether there has been good cause for such absence, subject to the limitation that holiday pay is not to be unjustly withheld.

ARTICLE 8
PENSION BENEFITS

- 8.1 (a) 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 are 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 provided there under, the Board is to continue such benefits and pay such benefits as if such amending or replacing By-Law had not been enacted, and
- (b) the Association agrees, with effect from January 1, 1978, to the definitions of contributory and non-contributory earnings as set forth in the amendment of By-Law No. 7970 enacted in July 1978.
- 8.2 The Board agrees that any additional benefits granted to civic members under the provisions of City of Hamilton By-Law 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.
- 8.3 (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.
- 8.4 Members who are enrolled in O.M.E.R.S. will participate in the Final Average Earnings Basic Pension Benefit Plan in accordance with the requirements of the Ontario Municipal Members' Retirement System.
- 8.5 The benefits of full optional service are extended to all those members in O.M.E.R.S.
- 8.6 The benefits of optional service (prior Public Sector Service) be extended to those members in H.W.R.F. This option must be exercised on or before January 1, 1982.

- 8.7 At the option of the member, those Members of the Hamilton-Wentworth Retirement Fund who will not be able to attain the thirty-five (35) years of service prior to normal retirement will be eligible for the benefits of War Service.
- 8.8 Members who are enrolled in the Ontario Municipal Members 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).
- 8.9 Members who are enrolled in the Hamilton-Wentworth Retirement Fund shall have the same benefits as those contained in the Ontario Municipal Members 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).
- 8.10 (a) Members of the Hamilton-Wentworth retirement Fund who die or retire prior to the completion of thirty-five (35) years of credited service, shall have the basic survivor benefit similar to the Ontario Municipal Members Retirement System.
- (b) Notwithstanding paragraph (a), those members who have completed thirty-five (35) years of credited service or who have attained the normal retirement age of sixty-five (65) years of age, shall be entitled to the basic survivor benefit similar to the Ontario Municipal Members Retirement System on death or retirement unless, at least ninety (90) days prior to the event, the member has elected any one of the existing options available in the Hamilton-Wentworth Retirement Fund as defined and calculated as of December, 1979, with an additional option of an unreduced ten (10) year guarantee. If the member elects one of the options in the Hamilton-Wentworth Retirement Fund and dies prior to the completion of thirty-five (35) years of service or attaining the normal retirement age of sixty-five (65) years of age, the basic survivor benefit similar to the Ontario Municipal Members Retirement System shall apply.
- (c) Members who retired or died between January 1, 1980 and December 31, 1987 are entitled to a 60% spousal survivor benefit if they selected any of the survivor's benefit options referred to in clauses 8.10(a) or 8.10(b) at no 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 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 8.10(a) and 8.10(b), at a cost no greater than the actuarial reduction factor under the plan as it was prior to January 1, 1988 where the normal form of pension was a Joint and 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 10 or 15 year guarantee with a 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 10 or 15 year guarantee with 60% Survivor pension as compared to a Joint and 60% Survivor Pension are the same as those used to convert a 10 or 15 year guarantee with 50% Survivor Pension as compared to a Joint and 50% Survivor Pension.

- 8.11 Those members receiving seven (7) weeks vacation with pay will, for the purpose of establishing the rate of pension, be credited with twelve per cent (12%).
- 8.12 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 9

CUMULATIVE SICK-LEAVE PLAN

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 10

LIFE INSURANCE BENEFITS

- 10.1 The Board is to pay one hundred per cent (100%) of the premiums payable for providing each member life insurance coverage in an amount equal to two (2) times their annual salary, with a minimum in an amount equal to two (2) times the salary of a First Class Constable.
- 10.2 The Board is to pay one hundred per cent (100%) of the premiums payable for a Plan providing for accidental death and dismemberment benefits as follows:
 - (i) 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

- (ii) not less than an amount equal to two and one-half (2-1/2) times the salary of a First Class Constable plus an automatic increase in that coverage on the effective date of each increase in the salary schedule, for the loss at any time of both eyes; both feet; both hands; or any combination thereof occurring at any time, and
 - (iii) not less than the salary 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
 - (iv) 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.
- 10.3 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.
- 10.4 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.
- 10.5 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 11

HOSPITALIZATION, MEDICAL AND DENTAL BENEFITS

- 11.1 The Board is to pay one hundred per cent (100%) of the premiums payable for providing for each member, their spouse and their widow or widower until they attain the age of sixty-five (65) years
- (a) insured services under the Ontario Health Insurance Plan, and
 - (b) an Extended Health Care Plan as set out in schedule "D". (1995)
 - (c) a dental plan as set out in Schedule "C".
 - (d) dental coverage at the current Ontario Dental Association fee schedule, which shall be adjusted automatically whenever the ODA fee schedule is adjusted.
[2002]

- 11.2 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.
- 11.3 A Pay Direct Card System shall be used by the parties as specified in Schedule "D" to this Agreement.

ARTICLE 12

BREAVEMENT LEAVE

- 12.1 (a) 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 |

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]

- (b) 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.
- (c) 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 burial of a person who is not mentioned in Section 12.1 (a).

ARTICLE 13
JURY DUTY

- 13.1 A member who is required to serve as a juror, or as a witness in any Court, is to be paid the member's regular rate of pay for their normally scheduled working hour for any day or part of a day that the member is absent because of such service. Jury duty pay, less reasonable expenses incurred by the member as a result of serving as a juror, are to be paid to the Board on receipt thereof by such member.

ARTICLE 14
POSTING, LAYOFF AND BUMPING PROVISIONS

- 14.1 Notice of a permanent full-time vacancy is to be posted for a period of seven (7) consecutive days inclusive of the day of posting in a prominent place in the Police Service within ten (10) working days of the vacancy arising. (1995)
- 14.2 When full-time vacancies occur the senior applicant is to be awarded the promotion provided the applicant has the qualifications to perform the work required, to the Board's standards, but in the following sensitive areas, namely, Administration, Special Services, Personnel, the promotion shall be subject to the approval of the Chief of Police. Such standards are not to be established in a discriminatory manner and approval of the Chief shall not be exercised in a discriminatory manner.
- 14.3 (a) If a member is promoted or awarded a position, whether included or excluded from the scope of this Agreement, and within thirty (30) days or less, can show cause that the position is unsuitable for him/her, the member shall revert to their previous position, and wage rate, without loss of seniority. Any other member promoted or transferred because of the rearrangement of positions, is to be returned to their former position and wage rate without loss of seniority.
- (b) If, however the foregoing 14.3 (a) does not occur, then within six (6) months, the member proves unsatisfactory, the following options are open to the member:
1. The member may revert to their previous position if that position is still open. In such circumstances, the member's rights under this Article are then exhausted.
 2. If the previous position is not still open, then the member will have the option of being laid off, or accepting an interim position to be assigned by the Chief of Police and receiving the wage rate applicable to such a position. However, it is acknowledged and accepted that the member in either circumstances has two additional options which are as follows:
 - (i) the member has the right to be placed in a comparable job class for which the member has qualifications as to the performance of the job when the next suitable vacancy occurs. In such

circumstances, the Association acknowledges that the posting provisions as set out in Article 14 shall not apply, or

- (ii) the member may successfully bid for a job vacancy as it is posted. Upon the member exercising either of these latter two options, the member's rights under this clause of the Collective Agreement are then exhausted.

- 14.4 (a) In the manner of lay-off, a member laid off in one classification will be given the opportunity of displacing a member with less seniority in a position with an equivalent or lower band rate provided the senior member has the immediate qualifications to perform the job, to the Board's standards, without any requirement for training.
- (b) (i) The Board will identify the less senior member to be displaced.
- (ii) The Board will first attempt to identify the member with the least seniority in the same band rate as the surplus position. If such identified member has less seniority than the surplus member, he/she shall be displaced by the surplus member, provided that the surplus member has the immediate qualifications to perform the job, to the Board's standards, without any requirement for training.
- (iii) Failing displacement under paragraph (ii), above, the Board will identify, in reverse order of seniority, members in lower band rates, in descending order, until a less senior member is located. The identified member shall be displaced by the surplus member, provided the surplus member has the immediate qualifications to perform the job, to the Board's standards, without any requirement for training.
- (iv) Failing displacement under the provisions of this Article, the surplus member will be laid off.
- (v) No later than two weeks following the receipt of the notice of lay-off, the Board will advise the surplus member of the position, which he or she is eligible to displace.
- (c) The surplus member must indicate to the Board or its designate, the Manager of Human Resources, his or her intention to exercise the right to displace. Written intention to displace must be received by the Board, through its designate, the Manager of Human Resources, no later than one week following the date the surplus member received notification that he or she was eligible to displace a member.
- (d) A member who does not provide the notice required in paragraph (c) above shall be deemed to have given up his or her right to displace and opted for lay-off.

- (e) The first member who is displaced by a member exercising his/her right to displace in accordance with this Article will have displacement rights but the member he/she subsequently displaces will not have any such right.
 - (f) In the manner of recall following a lay-off, members will be recalled on the basis of seniority, provided that the position which they are recalled to has an equivalent or lower band rate than the position from which they were laid off, and provided the member has the immediate qualifications to perform the job, to the Board's standards, without any requirement for training.
 - (g) The completion of a temporary or part time assignment is not to be considered as a lay-off. Despite any other provisions in this Collective Agreement, the provisions of this Article are not applicable to temporary and part time members.
 - (h) The provisions of 14.3 do not apply to members obtaining positions through displacement, in accordance with this Article. (1995)
- 14.5 In the event of layoffs and after the provisions of Article 14.1 have been exhausted, without the vacancy being fulfilled, then, no new member is to be hired until those laid off (who have sufficient ability to perform the work required) have been given the opportunity of re-hire.
- 14.6 The Board is to endeavour to give as much notice of lay-off as possible to the members affected.
- 14.7 The Board agrees that it will prepare written job descriptions for all positions and classifications set forth in Schedule "A" to this Agreement, which descriptions are to be delivered to the Association within a period of six (6) months from and including the date of execution of this Agreement.
- 14.8 The Board agrees that within a period of thirty (30) days of the posting by it of a new position or classification, a job description for the said position or classification is to be delivered to the Association and which job description is to form and shall be deemed to form a part of this Agreement unless the Association objects to any or all of the said job descriptions within a period of sixty (60) days after receipt thereof in which event the said objection is subject to the provisions of Article 21 of this Agreement except that it is to be processed commencing with Step two (2) of the grievance procedure set forth under Article 21. [NOTE: THIS PARAGRAPH IS UNDER REVIEW AT DATE OF PRINTING]
- 14.9 Any classification set forth under Schedule "A" to this Agreement that is altered or varied by the Board is subject to the provisions of Article 21 of this Agreement.
- 14.10 A member shall not be entitled to decline a promotion or awarded position after the member has received notification of acceptance, without the consent of the Chief of Police.

- 14.11 Job posting shall not apply in cases of temporary vacancies, except at the discretion of the Chief of Police.
- 14.12 Successful applicants for any job posting shall not be allowed to apply for an additional job posting for a period of nine (9) months from the date of the member's successful application, without the consent of the Chief of Police.
- 14.13 Probationary members under Article 15, shall not be permitted to make application for any job posting during such probationary period, without the consent of the Chief of Police.
- 14.14 (a) In the event that a member is to be laid off for any reason, the Chief of Police will have the option of offering that member a vacant position with an equivalent or lower band rate, if a vacant position exists. In the event that the Chief does not exercise this option, or in the event that no appropriate vacancy exists, the provisions of Article 14.4 with respect to lay-offs shall take effect.
- (b) Where the Chief exercises the option in Article 14.14(a), the posting provisions of the Collective Agreement do not apply.
- (c) Article 14.14 may be used prior to 14.4 taking effect.
- (d) If the member accepts the position offered by the Chief, the member will be accepting the position at the new position's wage rate. (1995)

ARTICLE 15

SENIORITY

- 15.1 For the purpose of seniority rating, a civilian member's length of service is to commence and accumulate from the date on which the member entered the service of the Board, including any time spent as a police officer under the Active Police Agreement.
- 15.2 New members, will have a probationary period of nine (9) months during which they will have no seniority and may be terminated by the Chief of the Police Service without recourse to the Grievance Procedure.

Loss of Seniority

- 15.3 A member's seniority rating and credited service shall be lost, and employment deemed to be terminated upon the happening of any of the following events:
- (a) dismissal for just cause, or
- (b) voluntary resignation, or
- (c) failure to report for work within a period of five (5) days after receipt of notification to return to work after a layoff, or

- (d) absence without leave, except where the member has established a satisfactory attendance record, and the absence is an isolated incident of short duration arising from justifiable and compassionate circumstances, or
 - (e) A layoff extending continuously for a period of more than eight (8) months, or
- [2002]
- 15.4 Members may be disciplined for lateness and the following penalties may apply within any current one (1) year period:
- (a) First offence - documented and verbal warning given. Lost time to be repaid;
 - (b) Second offence - documented and penalty of two (2) hours' loss of pay. In addition, lost time to be repaid;
 - (c) Third offence - documented and penalty of four (4) hours' loss of pay. In addition, lost time to be repaid;
 - (d) Fourth offence - member to be suspended for two (2) days without pay;
 - (e) Fifth offence - member may be dismissed.
- 15.5 Reclassification
- 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 16

CALL OUT TIME

A member who has been requested to report for work on a non-scheduled working day by an authorized Official is to be guaranteed a minimum of four (4) hours of work.

ARTICLE 17

SHIFT DIFFERENTIAL

- 17.1 There is to be paid to each member a shift premium of:
- (a) thirty-three (33) cents per hour for each hour actually worked by each member who commences an afternoon shift between the hours of 1300 hours and 1900 hours, and

- (b) thirty-three (33) cents per hour for each hour actually worked by each member who commences a night shift between the hours of 1901 hours and 2400 hours, or works the specified night shifts.
 - (c) forty (40) cents per hour for each hour actually worked by each member who works the twelve (12) hour night shift. (1995)
- 17.2 Members are not to be paid a shift differential for any hours worked on the Day Shift.
- 17.3 Notwithstanding Section (1) of this Article,
 - (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.
- 17.4 Should any changes in the starting and stopping times of any of the shifts become necessary, the Board will give the Association notice of not less than two (2) working days.

ARTICLE 18

SALARY PLAN

- 18.1 The Board Salary Plan as set forth in Schedule "A" is to remain in effect for the term of this Agreement.
 - (a) The Board acknowledges that with respect to any adjustment to Schedule "A" for the period January 1, 1992 to December 31, 1992 it will undertake to award any increase necessary to maintain the relationship between the H.W.R.P.S. and what is known as the other "large forces" in the Province of Ontario. This relativity is to be measured and maintained both in terms of the H.W.R.P.S. overall ranking vis-à-vis the other "large forces" and the differential between the H.W.R.P.S. and the Police Service immediately below it, as both had been established as a consequence of bargaining for Collective Agreements expiring December 31, 1991. Any wage increase above 5% which is applied to active personnel as a consequence of this undertaking will be applied to the civilian bargaining unit.
- 18.2 Progressive yearly increases as approved become effective on the first day of the work week falling nearest to the quarterly periods of January 1st, April 1st, July 1st and October 1st.

18.3 A member's anniversary date is to be established within the following policy:

Starting Date or Date of Award of Promotion	Anniversary Date
Nov. 16th to Feb. 15th inclusive	Jan. 1st following Feb. 15th
Feb. 16th to May 15th inclusive	April 1st following May 15th
May 16th to Aug. 15th inclusive	July 1st following August 15th
Aug. 16th to Nov. 15th inclusive	Oct. 1st following Nov. 15th

- 18.4 Anniversary increases are to be granted only as merited and may be refused or deferred on the recommendation of the Chief of the Police Service.
- 18.5 The Board reserves the right to start a new member within the minimum and maximum range of any specified classification.
- 18.6 The Board reserves the right to grant to a member a merit increase within the member's salary classification.
- 18.7 A member who is awarded a position at a higher salary classification, shall receive the salary level in that classification which is closest to his/her salary and shall establish a new anniversary date as outlined in Article 18.3. (1995)
- 18.8 A member who is awarded a position in a lower salary classification shall receive the salary level in that classification which is closest to their former salary and shall establish a new anniversary date as outlined in Article 18.3.
- 18.9 (a) When a Communications Operator, Records Clerk, CPIC Operator or Special Constable is assigned by a supervisor in training another member for a job position, the members shall receive an additional 4% pay for all training hours. Persons chosen to act as a trainer for Communications Operators shall have a minimum of five (5) years experience in the position. [2002]
- (b) When a member in the Records section is assigned by a supervisor to train another member for a job position for 5 consecutive days or more, the member shall receive an additional 4% pay for all training hours. [2003]
- 18.10 (a) A civilian member who is assigned by a supervisor to act as a Manager in Communications, shall receive the greater of 8% above the members pay band or the lowest band of the acting position for each complete half day or more assigned to those duties.

- (b) A civilian member who is assigned by a supervisor to act as a Manager, shall receive the greater of 8% above the members pay band or the lowest band of the acting position for each complete full day or more assigned to those duties.
- (c) A civilian member who is assigned by a supervisor to act as a Supervisor in Communications shall receive the greater of 6% above the member's pay band or the lowest band of the acting position for each complete half day or more assigned to those duties.
- (d) A civilian member who is assigned by a supervisor to act as a Records Supervisor or Senior Special Constable, shall receive the greater of 6% above the members pay band or the lowest band of the acting position for each complete full day or more assigned to those duties.
- (e) A civilian member who is assigned by a supervisor to act in other areas shall receive the greater of 4% above the member's pay band or the lowest band of the acting position.
[2003]

ARTICLE 19

ASSOCIATION BUSINESS

- 19.1 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.

- 19.2 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]
- 19.3 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.

- 19.4 At the commencement of each succeeding calendar year, the Board and Association shall make its contribution under Article 19.2. [2003]
- 19.5 The Association has the sole discretion to determine which activities will qualify for application under this Section.
- 19.6 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 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 the leave of absence will be credited as if they were performing active police duty.
 - (e)
 - (i) 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.
 - (ii) The member shall return at the salary classification applicable to the position which the member held prior to the commencement of the leave of absence, provided that a permanent vacancy in the position exists on the proposed date of return.
 - (iii) If a permanent vacancy does not exist on the proposed date of return, the Association agrees to waive the posting provisions of Article 14.1, and the member may apply for and be awarded the next permanent vacancy which occurs, subject to the requirements of Article 14.2.

- (iv) If the member does not return to the previous position, or apply for a permanent vacancy, the member may be assigned to an interim position by the Chief of Police. The member will be paid at the salary classification applicable to the position which the member held prior to the commencement of the leave of absence for a period of time not to exceed twelve months.
 - (v) Further to (iv) above, if a member remains in an interim position for more than twelve months from the date of return to active service, the member shall be paid the salary applicable to that position as set forth in Schedule "A" for the remainder of the period that the member remains in the interim position.
 - (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, et cetera, 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 members 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 19.7, from both the Sworn Officer's and the Civilian's bargaining unit combined.
- 19.7 The Association shall be provided with copies of all information which is presently given to their Members in the form of Chief's orders, General Orders, or any order document that is distributed to the Members of the Association. Such notice shall be given by way of ordinary mail.
- 19.8 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. It is agreed and understood that the notice board provided herein is to be shared with the Sworn Officers, as provided pursuant to the terms and conditions of their Collective Agreement.
- 19.9 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.
- 19.10 The Board shall allow the Association between 8:30 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.

- 19.11 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.
- 19.12 The Treasurer of the Regional Municipality of Hamilton, is to deduct monthly from each member's wage payment, such amounts as is 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.
- 19.13 The Association agrees:
- (a) To furnish the Board with a list of its bargaining committee Members, and;
 - (b) To furnish the Board with a list of its committee members for all other committees that are struck, as well as to provide the Board with the names of the Members of its Executive, and;
 - (c) To notify the Board in writing of any changes of any such committee Members.
- 19.14 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 15 working days of the Notice of Desire to Bargain being served by the Association.

ARTICLE 20

CONTRACTING OUT

No member coming within the scope of this Agreement is to be laid off as a result of the Board contracting out any of its present work or services.

ARTICLE 21

GRIEVANCE PROCEDURE

- 21.1 Where a difference arises between the Board and the Association relating to the interpretations, application, administration or an alleged violation of this Agreement,
- (a) STEP 1 - the aggrieved 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 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 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 10 working days of the meeting. (1995)
- (d) STEP 4 - failing satisfactory settlement under Step "3" the Association may, within 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.

- 21.2 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)
- 21.3 The Association shall include a consent form authorizing release of the involved members' personal information to the Association with the grievance submitted. (1995)
- 21.4 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
- 21.5 No matter is to proceed under Step (4), as described in the 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.
- 21.6 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.
- 21.7 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.
- 21.8 Where the dispute involves (a) a question of general application of or interpretation of the provisions of this Agreement, or (b) a group of members, or (c) the dismissal of a member or group of members, the grievance may be submitted at Step 2 of the grievance procedure by the Association.

ARTICLE 22

OCCUPATIONAL INJURY

22.1 Where a member suffers an occupational injury arising out of their employment, the member's salary is to be continued until there is an adjudication by the Workplace Safety and Insurance Board without any deduction or loss of Cumulative Sick Leave Credits.

22.2 Any member

- (a) who receives an injury in the course of the performance of their 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 Board,

the member shall, in addition to the Workplace Safety and Insurance Award, receive such further amounts so as to provide that total payment to the member not to 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.

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.

22.3 Where a member is injured as a result of the carrying out of their duties and is covered by the Workplace Safety and Insurance Board, the member shall be entitled to their 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 23

CLOTHING AND FOOTWEAR ALLOWANCE

- 23.1 Smocks are to be provided by the Board as required at the discretion of the Chief of Police.
- 23.2 In respect to those members classified
- (a) as Motor Mechanics and Garage Attendants, the Board Agrees
 - (i) to provide one (1) pair of approved Safety Shoes or Boots which will be replaced from time to time as determined by the Chief of the Police Service or his Nominee, and
 - (ii) to provide pants and shirts or coveralls at the option of the member.
 - (b) as Handymen, the Board agrees to provide one (1) pair of approved Safety Shoes or Boots which will be replaced from time to time as determined by the Chief of the Police Service or his Nominee.
 - (c) as Matrons, Male Custodian, Couriers, Court Security Special Constables and Summons Servers shall be issued with clothing as required, at the discretion of the Chief of Police.
- 23.3 A member may be reimbursed by the Board for:
- (a) the cost of replacing an article of clothing damaged beyond acceptable repair as a result of their employment, or
 - (b) the cost of repair or cleaning of an article of clothing damaged or soiled as a result of their employment

Any decision with respect to such reimbursement shall be made by the Chief of Police in his absolute discretion.

ARTICLE 24 **DRY CLEANING**

The Board is to provide at its expense for dry-cleaning of all clothing issued by the Board to Matrons, Male Custodians, Couriers, Court Security, Special Constables and Summons Servers, and such dry-cleaning is to be arranged by the Chief of the Police Service and is to be done as often as the said Chief in his discretion determines.

ARTICLE 25 **OFF DUTY COURT TIME**

- 25.(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 is 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) a member is required to file, in the month of December in each year, an election with the Chief of the Hamilton [2002] 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.
- (d) where a member elects to accept
- (i) cash pursuant to paragraph (c) of this Section, the cash credits, if any, as accumulated are to be paid quarterly in the subsequent month.
 - (ii) time off pursuant to paragraph (c) of this Section, such time off is to be allowed at the discretion of the member.
- This Clause (ii) is subject to the exigencies of the service.
- (h) 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.
- (i) 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 4.9.
- (j) 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.

25.2 Notwithstanding the provisions of this Section, where any member has, at November 30 in any year, cash or time off credited to the member in respect of Court attendance during off-duty hours, such credits are to be paid, in cash, to the member in that year.

25.3 Where a payment is made pursuant to Section 25.2 of this Article, 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, for that member in the immediately succeeding year.

- 25.4 A member who is required to return to Court from an annual vacation
- (a) is to receive a minimum of two (2) days off (sixteen hours if on a twelve-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 traveling expenses (transportation, accommodation, meals, or other appropriate expenses) incurred as a result of such required return to duties and the member shall provide receipts where practicable.
- 25.5 Where a member is required to travel out of the Municipality of Hamilton [2002] to attend Court while off-duty, the member is to receive a credit of one and one-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)
- 25.6 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 26

EDUCATION

- 26.1 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 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.

- 26.2 (a) Each member who is required to attend a course at the Ontario Police College, the Canadian Police College, or other places outside the Regional Municipality of Hamilton [2002] is to be paid a cash allowance of \$10.00 per day for each day that 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. [2002]
- (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. [2002]
- 26.3 Flexible working hours for members enrolled in educational courses recognized under the auspices of this article may be instituted at the Chief's absolute discretion.
- 26.4 Each member 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 travel expenses to permit a return trip to the member's residence during that said period.

ARTICLE 27

RETROACTIVITY

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 28

PARKING

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 is to be administered by the Chief of Police.

ARTICLE 29

MISCELLANEOUS

- 29.1 Where the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context so requires.
- 29.2 In all instances of reference to the Chief of Police, it is acknowledged that the Chief may delegate his authority as he sees fit, in conformance with the statutory law and contractual Agreement.

ARTICLE 30

EMPLOYMENT INSURANCE BENEFITS

The members agree to waive their right to their Employment Insurance Rebate.

ARTICLE 31

LEGAL INDEMNIFICATION

- 31.1 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 (1998)
 - (d) in relation to an attendance required at a Coroner's Inquest, Public Inquiry, or Royal Commission Inquiry, (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.
- 31.2 Notwithstanding the provisions of 31.1 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; or
 - (c) 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 member of the service.

31.3 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.

31.4 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 32

MEMBERS' RIGHTS

- 32.1 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.
- 32.2 Where a member has been documented or disciplined, all records of such discipline shall be purged from the member's personnel file after a discipline free period of two years.
- 32.3 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.
- 32.4 Voluntary overtime shall be distributed as equitably as possible amongst members in the Section where the overtime occurs.
- 32.5 A member shall be entitled to prior notice in advance of any disciplinary meeting. 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 33

PREGNANCY/PARENTAL LEAVE

- 33.1 Pregnancy/Parental Leave shall be granted in accordance with the provisions of the Employment Standards Act, the Employment Insurance Act and Schedule "G".
- 33.2 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 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.
- 33.3 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 34

FAMILY RESPONSIBILITIES LEAVE

34. (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 35

LEAVE OF ABSENCE

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 36

PERFORMANCE PAY

- (a) Every member shall be paid seventy-five dollars \$75 in Service Pay for each five (5) years of service. Service Pay shall be each year calculated on their years of service on December 31 of each year.
- (b) Each member who qualifies for service pay is entitled to receive the service pay, in one installment prior to the 15th day of December, of each year.
- (c) Members who were receiving Service pay in 1989 will receive \$90 for each five (5) years of service until the member reaches (twenty) 20 years, where after the member shall receive \$75 for each additional 5 years of service.
- (d) A member must attain "achieved requirements" on all portions of the member's performance evaluation. If a member is judged to "require development" 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 must attain a "meets expectation". [2003]
- (e) The Board agrees that satisfactory attendance requirements will not be a performance criteria for the purposes of the above noted performance incentive.

- (f) 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.
- (g) It is agreed that a Member has the right to grieve a denial of any Performance Pay denials.

ARTICLE 37

COMPRESSED WORK WEEK COMMITTEE

- 37.1 As of 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.
- 37.2 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.
- 37.3 The Committee shall meet frequently, or as required, to identify and resolve any problem that may arise with a shift schedule. (1998)

ARTICLE 38

VOLUNTARY PAID DUTY ASSIGNMENTS

- 38.1 The rates payable to all members for authorized Voluntary Paid Duty assignments shall be at one and one-half (1-1/2) times the normal hourly rate of pay for each job classification with a prevailing minimum rate of three (3) hours for any period of assignment.
- 38.2 Authorized Voluntary Paid Duty is that duty as specifically authorized by the Chief, or designate. The Voluntary Paid Duty shall be under the supervision of a regular supervisor, as required by the policy of the Workplace Safety Insurance Act of Ontario. Members are subject to Police Services Regulations, Policy and Procedure and employment discipline. (1995)

ARTICLE 39

DEFINITION OF COURT

“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]

“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. (1998)

ARTICLE 40 **COPY OF COLLECTIVE AGREEMENT**

Each member of the Service shall be issued a copy of the applicable Collective Agreement for their Bargaining Unit. The Board and the Association agree that each will pay half the associated cost. (1998)

ARTICLE 41 **DISCUSSION UPON RESTRUCTURING**

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. (1998)

ARTICLE 42 [2002] **INCLUSION OF MEMORANDUM OF AGREEMENTS**

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

ARTICLE 43 **DURATION OF AGREEMENT**

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

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 [2002]

Chairman

Date: _____

Secretary

Date: _____

THE HAMILTON POLICE ASSOCIATION [2002]

Administrator

Date: _____

President

Date: _____

SCHEDULE “A”
Annual Rates, Band & Job Titles

January 1, 2003 - Same percentage as Sworn

January 1, 2003

Grade	Step 1	Step 2	Step 3	Step 4
1E	\$27,863.62	\$29,500.81	\$31,140.09	\$32,781.46
2E	\$29,744.83	\$31,494.65	\$33,246.55	\$34,992.20
3E	\$31,755.35	\$33,621.96	\$35,488.57	\$37,353.10
4E	\$33,895.17	\$35,884.83	\$37,882.84	\$39,876.67
5E	\$36,180.99	\$38,308.30	\$40,439.78	\$42,567.10
6E	\$38,627.40	\$40,900.70	\$43,169.83	\$45,441.05
7E	\$41,234.40	\$43,659.95	\$46,081.33	\$48,511.06
8E	\$44,014.50	\$46,606.90	\$49,193.05	\$51,785.45
9E	\$46,986.48	\$49,749.90	\$52,513.32	\$55,280.91
10E	\$50,158.68	\$53,107.72	\$56,056.76	\$59,012.05
11E	\$53,545.69	\$56,697.04	\$59,846.29	\$62,993.46
12E	\$57,157.95	\$60,519.94	\$63,884.01	\$67,243.92
13E	\$61,018.40	\$64,603.55	\$68,194.95	\$71,784.27
14E	\$65,139.54	\$68,966.62	\$72,793.70	\$76,627.03
15E	\$69,529.73	\$73,621.68	\$77,713.63	\$81,801.40

January 1, 2004: 3.5%

Grade	Step 1	Step 2	Step 3	Step 4
1E	\$28,839.68	\$30,533.18	\$32,230.86	\$33,928.54
2E	\$30,785.54	\$32,597.93	\$34,410.31	\$36,216.44
3E	\$32,866.97	\$34,798.24	\$36,731.59	\$38,660.77
4E	\$35,081.88	\$37,140.36	\$39,209.28	\$41,271.94
5E	\$37,446.95	\$39,649.34	\$41,855.91	\$44,056.21
6E	\$39,978.87	\$42,331.42	\$44,679.81	\$47,032.37
7E	\$42,677.63	\$45,188.70	\$47,693.50	\$50,208.73
8E	\$45,555.76	\$48,237.84	\$50,915.75	\$53,597.83
9E	\$48,632.02	\$51,491.38	\$54,350.74	\$57,216.35
10E	\$51,914.76	\$54,965.99	\$58,019.31	\$61,076.80
11E	\$55,420.65	\$58,680.44	\$61,940.23	\$65,197.94
12E	\$59,158.04	\$62,638.91	\$66,119.78	\$69,596.47
13E	\$63,154.05	\$66,864.34	\$70,580.88	\$74,297.41
14E	\$67,419.11	\$71,379.66	\$75,342.30	\$79,309.11
15E	\$71,963.63	\$76,199.48	\$80,433.25	\$84,664.93

January 1, 2005: 3.5%

Grade	Step 1	Step 2	Step 3	Step 4
1E	\$29,849.07	\$31,601.85	\$33,358.94	\$35,116.04
2E	\$31,863.04	\$33,738.86	\$35,614.68	\$37,484.02
3E	\$34,017.31	\$36,016.17	\$38,017.19	\$40,013.89
4E	\$36,309.74	\$38,440.28	\$40,581.60	\$42,716.46
5E	\$38,757.59	\$41,037.07	\$43,320.86	\$45,597.42
6E	\$41,378.13	\$43,813.02	\$46,243.60	\$48,677.90
7E	\$44,171.35	\$46,770.30	\$49,362.77	\$51,966.04
8E	\$47,150.21	\$49,926.17	\$52,697.80	\$55,473.76
9E	\$50,334.14	\$53,293.58	\$56,253.01	\$59,218.92
10E	\$53,731.77	\$56,889.80	\$60,049.98	\$63,214.48
11E	\$57,360.37	\$60,734.26	\$64,108.14	\$67,479.87
12E	\$61,228.58	\$64,831.27	\$68,433.97	\$72,032.35
13E	\$65,364.45	\$69,204.59	\$73,051.21	\$76,897.82
14E	\$69,778.77	\$73,877.95	\$77,979.28	\$82,084.93
15E	\$74,482.35	\$78,866.46	\$83,248.41	\$87,628.20

BAND & JOB TITLES
(Rates in Effect at time of signing)

1E	Criminal Warrants Clerk
1E	Steno - Auto/Motor Vehicle Collisions Clerk
2E	Courier
2E	Criminal Update Clerk
2E	Data Entry Clerk
2E	Div. 2 Divisional Support Steno - P/T
2E	Micro Film Scanner P/T
2E	Occurrence Technician
2E	Records Cashier
2E	Steno - Charged Persons
2E	Steno - Special Investigations Branch P/T
2E	Steno - Summons/Warrants
2E	Steno - Traffic
2E	Steno - Vice/Drugs
2E	ViClas Clerk P/T
2E	Young Offender Clerk
3E	Property/Stores Clerk
3E	Admin. Steno - Invest. Serv.
3E	CPIC Operator
3E	Crime Stoppers Assistant P/T
3E	Divisional Patrol Steno
3E	Divisional Support Steno
3E	Drug Document Clerk
3E	Garage Attendant
3E	Program Clerk Community Services
3E	Records Clerk Days
3E	Records Clerk Shifts
3E	Steno - Forensic Identification
3E	Steno - Fraud
3E	Steno - Intelligence
3E	Steno - Major Crimes
3E	Steno - Support Services Div.
3E	Summons Server
3E	Switchboard Operator
3E	Training/Recruiting Clerk
4E	Fleet Systems Clerk
4E	Alarm/Paid Duty Clerk
4E	Clerk Typist - Supply Services
4E	Professional Standards Clerk
4E	Records Floater

5E	CPIC Control Clerk
5E	Data Control Clerk
5E	Graphics Technician II
5E	Records Screening Clerk
5E	Steno - Human Resources
6E	Alarm Co-ordinator
6E	Building Maintenance Technician
6E	Freedom of Information Clerk
6E	Human Resources Clerk
6E	Records Disclosure Clerk
6E	Special Constable - Public Access
6E	Steno - Child Abuse
6E	Voluntary Paid Duty Co-ordinator
7E	Computer Operator
7E	Court Documents Clerk
7E	ISD Casemanager Co-ordinator
7E	Special Constable - Custody & Reception (12. hrs.)
7E	Special Constable - Custody & Reception (8 hrs.)
7E	Special Constable (Courts)
7E	Victim Services Assistant
7E	Forensic Special Constable
7E	Background Investigator
8E	Supervisor - Property/Stores
8E	HR/HRIS Coordinator
8E	Communications Call Taker
8E	Drug Control Clerk
8E	Forensic Identification Technician II
8E	Graphics Production Clerk
9E	Firearms Control Officer
9E	Automotive Technician
9E	Systems Analyst
9E	Technology Trainer
9E	Community Policing Centre Volunteer Administrator
10E	Records Supervisor
10E	Communications Operator
10E	Fleet Supervisor
10E	Forensic Ident Video Tech
10E	Research Analyst
11E	Communications Systems Admin.
11E	Criminal Intelligence Analyst
11E	Facilities Supervisor
11E	Intra/Internet Programmer
11E	Labour Relations Co-ordinator P/T

11E Programmer/Analyst
11E Security Analyst
11E Victim Services Co-ordinator
11E Facilities Electrical Technician
12E Communications Supervisor
12E Community Relations Co-ordinator
12E Facilities Technician
12E Network Administrator
12E Senior Special Constable
13E Communications Technician
13E Computer Operations Supervisor
13E Co-ordinator, Occ. Health
14E Victim Services Administrator

BAND & JOB TITLE
RED CIRCLED RATES

January 1, 2003

Grade	Step 1	Step 2	Step 3	Step 4
2EA	\$30,397.62	\$32,189.15	\$33,974.42	\$35,763.87
4EA	\$34,641.82	\$36,679.45	\$38,717.08	\$40,754.71
6	\$34,602.19	\$35,732.58	\$37,102.82	\$38,473.06
8E	\$44,014.50	\$46,606.90	\$49,193.05	\$51,785.45
9	\$36,443.77	\$37,859.90	\$39,545.06	\$41,188.51
11	\$37,791.07	\$39,613.89	\$41,438.79	\$43,303.31
13	\$38,940.24	\$41,069.64	\$43,228.23	\$45,463.99
16	\$45,240.84	\$47,126.22	\$49,088.77	\$51,136.83
19	\$57,139.18	\$58,822.26	\$60,515.77	\$62,401.15
20	\$62,044.51	\$64,630.66	\$66,570.27	\$70,103.27
21	\$60,726.42	\$66,591.12	\$72,455.83	\$78,326.79

January 1, 2004

Grade	Step 1	Step 2	Step 3	Step 4
2EA	\$31,461.28	\$33,315.37	\$35,163.22	\$37,015.23
4EA	\$35,853.55	\$37,964.18	\$40,072.72	\$42,181.26
6	\$35,813.92	\$36,983.94	\$38,402.15	\$39,820.36
8E	\$45,555.76	\$48,237.84	\$50,915.75	\$53,597.83
9	\$37,720.16	\$39,184.25	\$40,929.90	\$42,629.66
11	\$39,113.34	\$41,000.81	\$42,888.28	\$44,819.54
13	\$40,302.13	\$42,506.61	\$44,740.29	\$47,055.31
16	\$46,823.81	\$48,775.93	\$50,807.30	\$52,926.27
19	\$59,139.27	\$60,880.75	\$62,634.74	\$64,584.78
20	\$64,215.62	\$66,893.53	\$68,899.88	\$72,555.94
21	\$62,851.64	\$68,922.82	\$74,991.92	\$81,067.27

January 1, 2005

Grade	Step 1	Step 2	Step 3	Step 4
2EA	\$32,562.42	\$34,481.41	\$36,393.93	\$38,310.76
4EA	\$37,108.42	\$39,292.92	\$41,475.26	\$43,657.60
6	\$37,067.41	\$38,278.38	\$39,746.23	\$41,214.07
8E	\$47,150.21	\$49,926.17	\$52,697.80	\$55,473.76
9	\$39,040.37	\$40,555.70	\$42,362.45	\$44,121.70
11	\$40,482.31	\$42,435.84	\$44,389.37	\$46,388.23
13	\$41,712.71	\$43,994.35	\$46,306.20	\$48,702.24
16	\$48,462.64	\$50,483.08	\$52,585.56	\$54,778.69
19	\$61,209.15	\$63,011.58	\$64,826.96	\$66,845.24
20	\$66,463.17	\$69,234.81	\$71,311.38	\$75,095.40

21	\$65,051.45	\$71,335.12	\$77,616.64	\$83,904.63
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JOB TITLES

2EA	Courier
4EA	Records Floater
6	General Records Clerk
8E	Victim Services Assistant
9	Garage Attendant
11	Graphics Technician 2
11	Identification Technician 2
11	Occurrence Technician
13	Computer Operator
16	Mechanic
19	Network Administrator
20	Programmer / Analyst
21	Systems Analyst

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) "Human Resources Manager" 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 employment 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 2 and 6 of Section 8 applies, and
 - (j) "Working day" refers to a regular tour of duty in any twenty-four (24) hour period except where otherwise provided.

3. The sick leave credits standing to the credit at December 31, 1973, of each 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 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.[2003]
 - (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 [2002] Police Service, 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 due to pregnancy and / or parental leave, in accordance to current leave entitlements, 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.

11. [2002] (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. (1999)
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 Human Resources Manager. (1999)
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 Human Resources Manager. (1999)
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 Human Resources Manager. (1999) Doctors notes as required under this provision will be paid for by the Hamilton Police Service. [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 Human Resources Manager. (1999)
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 upon the request of 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 may be subject 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 Director of Personnel all cases of illness, periods of layoff, termination of service, absenteeism relative to the enforcement of the provisions of this Plan.
10. The 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 Director of Personnel 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)[2002]

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 XI (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) consecutive 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) Anesthesia, 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 Stomtoplasty:
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

Maximum Benefit Payable

Part IV 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

- (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]
 - (ii) 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, chiroprapist 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) Chiropodists 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"
PART-TIME & TEMPORARY FULL TIME MEMBERS

Collective Agreement Articles

1. It is agreed that only the provisions in this Schedule shall apply to part-time and temporary full-time members as defined in Articles 1.3 and 1.4 of the Collective Agreement.
2. The following Articles of the Collective Agreement shall be included in and form part of Schedule "E":

1, 2.1, 3.2(a), 3.2(b), 3.3, 3.4, 3.5, 3.6, 3.7, 3.10, 4.1, 4.2, 4.6, 4.8, 4.9, 8.4, 8.5, 12, 14.2, 14.3, 14.5, 14.6, 14.7, 14.9, 14.10, 14.11, 15.1(omit), 15.3, 15.4, 16, 17.1, 17.2, 17.3, 17.4, 18.1, 18.2, 18.3, 18.5, 19.1, 19.2, 19.3, 19.4, 19.5, 19.6, 19.7, 19.8, 19.9, 19.10, 19.11, 19.12, 19.13, 19.14, 21.1, 21.2, 21.3, 21.4, 21.5, 21.6, 21.7, 21.8, 22.2, 22.3, 23.1, 23.2, 23.3, 24, 25.1(a), 25.1(e), 25.1(f), 25.1(g), 25.4, 25.5, 25.6, 26.2, 27, 29.1, 29.2, 31.1, 31.2, 31.3, 31.4, 32.1, 32.2, 32.3, 32.5, 33., 35., 39, 40, 43, Schedule "A", Schedule "E" Schedule "F". [2003]

Hours of Work

3. The Standard hours of work for part-time and temporary full-time members shall be as required but shall conform with the scheduling provisions of Article 3 when a part-time and/or a temporary full time member is used to replace a full time member for the entire shift. (1995).

Seniority and Probation

4. Part-time members and temporary full-time members shall earn seniority on the basis that 2,080 hours of work shall equal one (1) year of service.(1995)
5. The Board undertakes to maintain a separate seniority list for part-time and temporary full time members calculated from their date of last hire, effective upon the completion of their probationary period. (1995)
6. The probationary period for such members shall be the greater of nine (9) continuous calendar months of employment or 1,560 hours worked, whichever occurs last. (1995)
7. The termination of a member during such probationary period shall not be considered a difference between the parties and therefore such termination may not be the subject matter of a grievance. (1995)
8. Seniority, for the purposes of this policy, shall be determined based upon the hours of work performed by the member for the Hamilton [2002] Police Service. Hours of work shall be calculated continuously commencing on the first date upon which the member performed full time, part-time and/or temporary full time duties for the Police Service. (1995)

Vacation and Benefit Entitlement

9. Part-time members and full-time temporary members shall be entitled to vacation pay and vacation entitlement as prescribed in the Employment Standards Act, which provisions shall be deemed to be incorporated into the terms and conditions of Schedule "E". (1995)
10. Part-time and temporary full-time members shall be entitled to statutory holiday pay pursuant to the provisions of the Employment Standards Act, which provisions shall be deemed to be incorporated into the terms and conditions of Schedule "E". (1995)
11. Where a part-time or temporary full time member is awarded a full time position, the member's credited service as a part-time or temporary member shall be credited towards his/her annual leave entitlement as a full time member but not taken into consideration for annual leave signing purposes. The effective date of this clause is January 1, 1992 and is to be applied to all members hired after January 1, 1981. (1995)
12. Vacation entitlement for part-time or temporary full-time members who become full time members of the Service will be in accordance with Article 5.1(b), based on credited service (actual time worked) accumulated as per Schedule "E". Entitlement will commence the January 1st following the date of hire as a full time member. Because vacation is calculated on the basis of past service, and because during that period of time a part-time or temporary member has been paid vacation pay, the amount which has been paid to the member during the year immediately prior to the January 1st where vacation entitlement commences, namely 4% converted to the equivalent in days/time, will be deducted from the vacation entitlement in the first year of service. (1995)
13. For part-time and temporary full time members, the Board shall pay fourteen per cent (14%) of the annual income in a lump sum payment as soon as possible following the end of the calendar year. This benefit shall be deemed to be paid in lieu of any Medical, Dental, Insurance benefit of this Agreement.

The exception to the foregoing shall be members who must participate in O.M.E.R.S. as a result of O.M.E.R.S. Regulations. Their lump sum payment in lieu of benefits shall be reduced to eight per cent (8%). (1995)

Leave of Absence

14. The provisions of Article 12.1(a) and 12.1(b) of the Collective Agreement shall apply to Schedule "E" members on the understanding that any such leave granted shall be without pay. (1995)

Scheduling/Filling of Vacancies

15. Part-time and temporary full time members shall fill vacancies according to the following process:

- (a) A list will be constructed by the Hamilton [2002] Police Service consisting of members who have been determined by the Service to be suitable and qualified for such employment.
- (b) The aforementioned list of part-time and temporary full time personnel will be divided into the following sections:

Section A

Members qualified to work in the Communications Department, including Switchboard.

Section B

Members qualified to perform Special Constable duties in the Court Security.

Section C

Members qualified to perform Special Constable duties at P.S.O. and Custody.

Section D

Members qualified to perform as a Special Project Monitor, as set out in Article 1.4(c).

Section E

Members qualified for general clerical duties.

The identification of the aforementioned sections does not limit the Board's right to establish new part-time and/or temporary full time sections. (1995)

- 16. The Human Resources Department, or delegate, shall maintain a departmental seniority list for scheduling purposes. Calculation of seniority will be based on hours worked with the Organization and not the department/section. (1995)
- 17. The initial construction of this seniority list shall be based upon seniority with the most senior member appearing as the first member on the list and the least senior member appearing as the last member. (1995)
- 18.
 - (a) The selection process for temporary full time assignments will be on a rotational basis within the section assigned.
 - (b) The selection process for part-time assignments will take place on a rotational basis to the extent possible with the understanding that the aim of the parties is to achieve an equitable division of work.
 - (c) Selection will commence with the first person on the sectional seniority list and will progress in order down the list.

- (d) Subject to paragraph (b), selection will not deviate from this consecutive selection process unless the position to be filled requires a specific skill or ability which is not held by the next member in the rotation. In that event, the next member on the list with the required skill will be selected.
 - (e) The selection process for the subsequent assignment will commence with the member who would have been selected for the prior position had a specific skill or ability not been required.
 - (f) If a member offered a position refuses the position, that position will be offered to the next member on the list. The reason for the refusal will be documented.
 - (g) The member refusing the position will not be offered the next available position but must await their turn after the entire rotation is completed and recommence from the start of the list. (1995)
19. (a) The length of positions offered to fill vacancies will be for a maximum of no greater than three (3) months.
- (b) If it appears that a leave will be longer than three (3) months, it will be split into three (3) month periods.
- (c) If it is not possible to have all periods consist of three (3) months because of the length of the total leave, the vacancy will be divided into as many three (3) month periods as possible, with the last period being comprised of the remainder.
- (d) It is to be noted that no member has the right to fill a three (3) month vacancy.
- (e) Where a vacancy offered is less than three (3) months, that will be considered to be the total position offered and the next person on the rotation will be in line for the next vacancy. (1995)
20. Exceptions to the aforementioned filling of vacancies will be where it is determined by Management that it is in the best interest of the Service to have one (1) member fill a long term vacancy for the efficient and effective delivery of the Service. (1995)
21. Part time and temporary full time members may apply for full time vacancies based upon internal postings provided the member is on the part-time/temporary full time list. (1995)

Specialist Positions

22. (a) Part-time and temporary full time members hired only for specialist assignments are members of the Hamilton [2002] Police Service only for the duration of the specified assignment.
- (b) Upon completion of the assignment, it is recognized that the employment relationship between the Police Service and the member is terminated. (1995)

Salaries

23. It is agreed and understood that part-time members and temporary full time members shall receive the minimum salaries of the classification in which they are placed in all circumstances, and shall be entitled to annual increments upon completion of sufficient hours to equal one year of seniority. (1995)

Shift Cancellation

24. Part-time members who have been advised to report for duty by supervisory personnel shall receive not less than four hours advance notice if their hours of work are cancelled.

If a part time member is notified of a cancellation of work less than four hours in advance of his/her scheduled shift, that member shall either be assigned to work four hours at the member's regular pay or receive four hours pay, at the option and discretion of the supervisor, unless circumstances were such that the required notice could not be reasonably given. (1998)

Breaks and Lunch Periods [2002]

25. The following Break Schedule will apply to all part-time employees:

- (a) Work from three hours up to and including four hours: one 15 minute break
- (b) Work over four hours up to and including five hours: one half hour lunch
- (c) Work over five hour but less than eight hours: one half hour lunch and one 15 minute break

An eight-hour shift will include a one-hour lunch break and two 15 minute rest periods (one during the first four hours and one during the second four hours).

SCHEDULE "F"
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 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. benefits are not eligible for SUB.
5. Members do not have a vested right to SUB payments except for supplementing the U.I. 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. 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.

LETTER OF UNDERSTANDING (2003)

1. It is not the intention of the Board to reduce the complement of full-time members through the use of part-time personnel. The Board agrees that the Association's rights under 19.11 shall include the right to inspect time sheets for Schedule "E" members. If the Association can establish to the Board's satisfaction that a full-time position should be created, the Board agrees to post a full-time vacancy pursuant to Article 14.
2. The Association and the Board agree that there is merit in pursuing a new promotion clause based on a candidate's relative, as opposed to sufficient, ability to do a job. It is further recognized that the Board will undertake to establish fair and equitable testing/assessment standards and the Association undertakes to consider such proposals with a view to recommending a new promotion clause based upon the principles cited above.

**LETTER OF UNDERSTANDING:
Notice Retirement [2003]**

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

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

For the Board

For the Association

LETTER OF UNDERSTANDING
Conflict Resolution Committee [2003]

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_____.

For the Board

For the Association

LETTER OF UNDERSTANDING [2003]

Between

THE HAMILTON POLICE SERVICES BOARD

(Hereafter Known as the Board)

And

THE HAMILTON POLICE ASSOCIATION

(Hereafter Known as the Association)

REGULARLY SCHEDULED PART-TIME POSITIONS

The parties hereto agree that the following terms shall apply to full-time Police Service employees who transfer to and assume regularly scheduled part-time positions with the Police Service, where there is no break in service between the change from full-time to part-time status:

1. "Regularly Scheduled Part-Time Employees" shall be defined as persons employed by the Police Service in accordance with the provisions of Article 1.3 of the Civilian Collective Agreement, and on a regularly scheduled basis.
2. All provisions of Schedule "E" to the Civilian Collective Agreement apply to regularly scheduled part-time employees, except as otherwise specified or varied herein. The following provisions of Schedule "E" are specifically not applicable to regularly scheduled part-time employees: paragraphs: 3, 9, 11, 12, 15, 16, 17, 18, 19, 20, and 21. However, notwithstanding the provisions of Schedule "E", it is agreed that the provisions of Article 14.3 of the Civilian Collective Agreement shall apply to regularly scheduled part-time employees.
3. Regularly scheduled part-time positions will be posted by the Police Service in accordance with the posting provisions of the Collective Agreement.
4. Regularly scheduled part-time employee will maintain the seniority and credited service accumulated while a full-time employee, and will continue to accumulate seniority on a pro-rated basis, based upon hours worked. For this purpose, regularly scheduled part-time employees shall earn seniority and credited service on the basis that 2,080 hours of work shall equal one year of service.
5. Shift schedules, hours of work and incidents thereto, including breaks, shall be as determined by Management.
6. Credited service and seniority accumulated as a full-time employee may be used for the purpose of calculation of vacation entitlement, vacation signing, application for postings within the Service and lay off-recall. Vacation entitlement shall be calculated in accordance with Article 5.
7. An immediate transfer from full-time employment to regularly scheduled part-time employment, where there is no break in service, shall not be considered a "termination of service". Accordingly, the provisions of Schedule "B", Article 17(a) of the Civilian Collective Agreement shall not apply.

The sick bank existing to the credit of a regularly scheduled part-time employee at the time of transfer shall be frozen. Regularly scheduled part-time employees shall not accumulate sick bank credits after the point of transfer. However, a regularly scheduled part-time employee shall be entitled to use any sick credits in his/her bank, on a pro-rated basis, based on hours worked. Where the employment relationship between the Service and a regularly scheduled part-time employee is severed or terminated or the party retires in the manner specified therein, the provisions of Schedule "B", Article 17(a) of the Civilian Collective Agreement shall apply.

8. The provisions of paragraph 13, Schedule "E", to the Civilian Collective Agreement shall apply to regularly scheduled part-time employees.

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

For the Board

For the Association

MEMORANDUM OF UNDERSTANDING [2003]

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_____.

For the Board

For the Association

JOINT JOB REVIEW COMMITTEE

Terms of Reference

A. PURPOSE:

The Joint Job Review Committee process is designed to maintain an equitable salary and wage structure as well as provide the means by which job ratings and salary classifications shall be determined to meet the changing requirements and technologies of the workplace. The purposes of the Joint Job Review Committee are to oversee the ongoing maintenance program for the job descriptions developed as a result of the Pay Equity process; to review the civilian positions covered by the current Collective Agreement; and, to review and evaluate job descriptions developed by the Administration of the Police Service for new civilian positions that would be covered by the Collective Agreement.

B. COMMITTEE COMPOSITION:

The Joint Job Review Committee, co-chaired by the Association and the Administration, will be composed of three representatives from the Hamilton-Wentworth Police Association and three representatives from the Administration. A quorum will require that two representatives from each group be in attendance at the meeting.

C. TYPES OF REVIEWS

1. New Jobs

- (a) In accordance with Article 14.9 of the Civilian Collective Agreement, the Board will notify the Association when a new job or position has been created. A draft job/position description will then be forwarded to the Association and will serve as the basis for the filling of that vacancy. If the Association objects to any or all of the said job descriptions within a sixty (60) day period after receipt, the objection will be the subject of further consultation between Management and the Association, and in the absence of agreement, will be subject to the provisions of Article 21 of the Agreement commencing with Step 2 of the Grievance Procedure.
- (b) When the job description is prepared, the Administration shall assign a temporary salary band to the position.

- (c) It is understood and agreed that the establishment of the temporary salary band shall not in any way prejudice the Committee in establishing a permanent rating.
- (d) All new jobs will be scheduled for review six (6) months from the start date of that new job and must be completed within nine (9) months from the job start date.
- (e) Subject to C. 1. (f), upon final resolution of the salary band by the Joint Job Review Committee, if the new evaluation is higher than the temporary salary band, any and all persons who have performed that job shall receive the new rate at the same level they were at in that classification, effective the date they started working in that position.
- (f) Should the Committee agree that the higher evaluation was as a result of a significant change in the content of the job, then the salary differential shall only be paid from the date the significant change(s), causing the higher evaluation, actually occurred.
- (g) If the new evaluation is lower than the temporary salary band, the new rate shall be effective the date the Committee reached that decision, or in cases where consensus is not achieved, the date the parties agreed to refer the matter to a Joint Job Review Referee.

2. **Changed/Altered Jobs**

- (a) (i) When there is an authorized significant change to a job, Administration will prepare a new job description and forward it to the Association for review. A significant change would be interpreted to mean where the change or alteration substantially or materially changes the position in terms of the skill, effort, working conditions or responsibilities so as to potentially alter the classification of the job.
- (ii) The revised job description will be forwarded to the Joint Job Review Committee for determination and/or confirmation of the salary band and shall then replace the existing description. Should the Association object to the revisions, as per Article 14.10 of the Collective Agreement, the objection will be subject to the provisions of Article 21 of the Collective Agreement commencing with Step 2 of the Grievance Procedure. In any event, the job description will be forwarded to the Joint Job Review Committee for final determination of the salary band.
- (b) (i) Where the Association contends that there has been a significant change to the content of an existing job and no new job description has been developed by the Administration, the Association shall notify the Administration, on a prescribed form, of its position that the job has been changed or altered and request that a new job description and rating be prepared for the job in accordance with this Article.

- (ii) If Administration agrees there is merit in the request for a revised job description, then a new job description and job rating shall be established and the job description forwarded to the Joint Job Review Committee for evaluation. The provisions of section D. shall apply if a new salary band is assigned.
 - (iii) If the Administration does not agree that the request is valid, Administration shall notify the Association, in writing, of its decision, within thirty (30) days following receipt of the Association's written request. The Association may, within sixty (60) calendar days following receipt of the Administration's decision, lodge a grievance, in accordance with Article 21 of the Collective Agreement, commencing at Step 2 of the Grievance Procedure.
- 3. (a) Effective the signing of this new Agreement, the Association and Administration will develop a strategy to canvass all Civilian Members, whose position has yet to be re-evaluated under sections 3. (2) and 3. (3) of the previous Terms of Reference (last revision July 11, 1995), to request an evaluation if the incumbents are of the view their position has been altered or changed significantly. Positions identified as having a significant change, that have not been reviewed, or had an opportunity for a review under the previous system, will be evaluated under the previous Terms of Reference except as noted hereunder in section D, sub-section (2). It is understood and agreed that if the area Command Officer is of the view that the changes alluded to by the Member are not significant enough to warrant a re-evaluation, the Command Officer shall have the authority to reject the proposal. The Command Officer, when rejecting the Member's request for a re-evaluation, shall advise the Member in writing of the reasons he or she is of the view the changes, if any, do not warrant a re-evaluation. The Association can elect to either grieve the denial under the grievance process set out in the Collective Agreement, or utilize the services of a Job Evaluation Referee as set out in section E.
- (b) Positions previously evaluated under the terms of sections 3. (2), 3. (3) and 3. (4) of a previous Maintenance Document (Terms of Reference), fall under the new Terms of Reference for re-evaluation purposes.
- (c) Positions initially evaluated under Section 3. (1) of the previous Terms of Reference (last revision July 11, 1995) (New Jobs), or as established by Human Resources, will automatically be entitled to a re-evaluation under the terms of the previous Terms of Reference except as noted hereunder in section D, sub-section (2) only if that position had not been reviewed in accordance with 3. (3). of the previous Maintenance Document.

D. CHANGE DATES:

- 1. For positions eligible for evaluation under the previous Terms of Reference (last revision July 11, 1995), the date of a change in a job description or wage/salary rate will normally be that date where the change actually occurred or that established by the Referee, the Committee, or mutual agreement between the Association and the

Administration.

2. If the change in job content results in a lower classification and salary band for a job/position evaluated under either the previous or new Terms of Reference, the job/position will be blue-circled at the incumbent's current rate and remain at the current rate until such time as the rate of pay equalizes by virtue of negotiated wage increases with the blue-circled rate. Thereafter, the incumbent will be paid the new rating for the job, at the same level/band they were at in that classification.
3. For positions eligible for evaluation under the revised Terms of Reference and if a change in job content results in a higher classification and salary band for a job position, the incumbent(s) of the job whose current rate is below the job rate of the changed job shall have his or her wage rate adjusted to the closest higher rate in the level of that position. Retroactivity shall be limited to the date signed by the Command Officer on the Job Questionnaire, or thirty (30) days after the receipt of the Job Questionnaire by the Command Officer, whichever is the earlier. Only changes authorized by the Command Officer will be considered.
4. In the event that a job is evaluated at a salary band more than 2 bands different from the previous rating for the job/position in question, the Deputy Chief or designate, and the Association representative or designate, may meet to confirm that the change was appropriate. If either the Deputy Chief or the Association representative determines that the decision previously made by the Joint Job Review Committee in determining the banding of the position in question should be reviewed, either party shall have the right to send the job to the Referee for reconsideration.

E. CONSENSUS:

The decisions of the Joint Job Review Committee shall require total consensus. If consensus is not achieved on a matter under consideration, a Job Evaluation Referee will be requested to rule on the matter.

F. JOB EVALUATION REFEREE:

1. The selection and subsequent appointment of a Referee shall be by mutual agreement between the Board and the Association. Prior to the commencement of a calendar year, the parties shall agree to two (2) persons to be used as sole Job Evaluation Referees. No person shall act as a Referee who has any financial or personal interests in the matter or who is acting or has acted within one (1) year preceding the date of the appointment on behalf of either party.
2. The cost of the Job Evaluation Referee's remuneration and expenses shall be shared equally by the Board and the Association.
3. Prior to the meeting with the Joint Job Review Committee, all of the job documents or other information relative to the matter under review will be forwarded to the Job Evaluation Referee. Moreover, the Job Evaluation Referee will have the opportunity to

interview the incumbent(s) and supervisory personnel as required.

4. The procedure to be followed will be as outlined below:

- (a) The Job Evaluation Referee shall meet with the Joint Job Review Committee to review the matter under consideration. If, following this meeting, the Committee achieves consensus, then the Referee will immediately issue in writing a concurring decision.
- (b) If after the meeting at (a), a consensus is not achieved, the Job Evaluation Referee will make a decision which will be binding on both parties. Such a decision shall be submitted in writing within ten (10) working days to the Co-Chairs, Joint Job Review Committee who shall notify the Committee, the incumbent(s) and others affected within five (5) working days of receipt of the decision.
- (c) If it should be determined by the Job Evaluation Referee that a change should be made to a job classification, this requirement will be communicated as part of the Referee's decision.
- (d) The date of change of a job description or salary/wage rate will be the date of decision of the Referee unless a retroactive award is made by the Referee.
- (e) The jurisdiction of the Job Evaluation Referee is limited only to the outstanding issues (i.e. those factors where consensus could not be reached with the understanding that the Job Evaluation Referee will have access to the rationalization for the factors agreed to).

G. TERMINOLOGY AND DEFINITIONS:

The Joint Job Review Committee will define and determine the definitions and terms of the job review process as required to achieve consensus. If a term or definition cannot be agreed upon, it will be referred to the Job Evaluation Referee for a decision. As a start point, the terms and definitions detailed at Appendix A will be accepted by the Association and the Board to initiate the Job Review/Maintenance Agreement process.

H. JOB EVALUATION PROCEDURES:

The Joint Job Review Committee will initially use the methodology and procedures developed in consultation with Peat Marwick Stevenson & Kellog to undertake the Pay Equity review process. It is agreed by the parties that a simpler, more effective process be developed for future implementation. However, until a new methodology and process are agreed upon, the modified Peat Marwick approach at Appendix B will form the basis of the Joint Job Review Committee process. A binder of the key documents forming part of this Agreement will be assembled for the use and guidance of the Committee members.

I. NUMBER OF MEETINGS:

The Joint Job Evaluation Committee will meet at least four (4) times per calendar year or as mutually agreed between the Association and the Administration. If at all possible and practical, the meeting schedule will be established in advance for each calendar year to permit both parties to plan and organize the job review program.

J. EXPIRY DATE:

This Maintenance Document will remain in effect until replaced by a new Agreement.

Appendix A

JOINT JOB REVIEW COMMITTEE

Terms and Definitions

Administration:	The term Administration refers to the representatives of the Police Service charged with the responsibility for the administration and management of the Human Resources function including the oversight of the Civilian Collective Agreement.
Authorized Change:	The significant change to a job shall be a change that is authorized by the area Command Officer on a completed Job Questionnaire.
Benchmark Job:	or "Key Jobs" are a representative selection of job activities chosen from the classifications covered by the Plan. These are used as a basis for comparison and as guides for maintaining relativity of rating under the Rating Manual.
Collective Agreement:	<p>The Collective Agreement currently in effect between the:</p> <p>HAMILTON-WENTWORTH POLICE ASSOCIATION</p> <p>and</p> <p>THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH POLICE SERVICES BOARD</p>
Duty:	A recognizably different segment of a job composed of a number of tasks, defining what is to be done.
Factors:	The major criteria, i.e. experience, responsibility, working conditions, etc. as set out in the Rating Manual.
Factor Degrees:	The actual measurement levels within each Factor.
Band:	The designation in the Salaries and Wage Schedule of the Collective Agreement for a particular salary or wage level or range.
Band Differential:	The point spread for banding purposes.
Band Increments:	The salary or wage steps for a particular Band.
Blue Circled:	A job identified, from the third revision of the Terms of Reference and forward, as having a salary or wage rate identified as above that

established as a result of job evaluation.

Incumbent:	A Member who is currently performing a job. A member shall be the incumbent in one job only.
Job:	A group of duties assigned to and performed by the incumbent(s) as set out in the job description.
Job Analysis:	The process of determining and recording the tasks and duties comprising a job and the required skill, responsibility, effort and working conditions involved in the performing of that job, through the use of questionnaires, interviews, observation and study.
Job Description:	The record of the principal tasks and duties of a job. A job description reflects the major duties and responsibilities and shall be representative of the work requirements inherent in the job.
Job Documents:	All documentation used in the job analysis process, specifically job content questionnaires, job site review reports, job descriptions, and interviews.
Job Evaluation:	The process of studying and analyzing a job to obtain detailed information about the content of the job, and the rating of the job by use of the Rating Manual, which is set out in the Collective Agreement, to determine the relationship of the job to other jobs covered by this Job Evaluation Programme.
Job Rating:	The selected degree levels, points, and reasons for the rating and the total points established for a job, in accordance with the Rating Manual, which becomes the official rating for the job.
Joint Job Review Committee:	The Joint Job Review Committee appointed by the parties to the Collective Agreement to deal with matters relating to the rating of civilian jobs as set out in the Collective Agreement.
Out of Schedule Rate:	A salary or wage rate paid to a Member, for a specific purpose and for a specified period of time, that is in excess of the maximum rate that is determined for the job in accordance with the Job Evaluation Programme.
Points:	The numerical expression adopted for the measurement of each degree within each Factor.
Rating Manual:	The Rating Manual contains the basic guides for analyzing and evaluating the content of a job.
Red Circled:	A job identified as having a salary or wage rate identified as above that

established as a result of job evaluation.

**Salaries & Wage
Schedule:**

The salary and wage bands as set forth in the Collective Agreement.

Start Date:

The physical date a member actually commences in a position.

Task:

An activity, function or obligation undertaken in order to complete a specific duty.

Total Points:

The sum of all points allotted to each job for all factors as determined in accordance with the rating procedure.

Appendix B

JOINT JOB REVIEW COMMITTEE

Job Evaluation Procedures

1. JOB EVALUATION PROCEDURES

- 1.1 The Joint Job Evaluation Committee shall review the job description and may review other job documents provided to the Committee for the job under review. Should the Committee feel it necessary, they may conduct an on-site analysis of the job. Further, the incumbent(s) and supervisor(s) may be interviewed to clarify information required for rating purposes.
- 1.2 Job qualifications, as determined by Management, shall be placed before the Committee to assist in job classification. It is understood and agreed that the job qualifications are not subject to revision by the Committee and shall be used only for the purpose of assisting the Committee in the evaluation and classification of the position. Neither the relevance nor the appropriateness of the qualifications will be in issue.
- 1.3 For the purposes of consistency and ease of classification, Management, in setting job qualifications, will attempt to utilize terminology which is consistent with terminology used in the Job Evaluation Plan.
- 1.4 The Joint Job Evaluation Committee shall then evaluate the job utilizing the Peat Marwick Rating Manual or procedure agreed to by the Committee.
- 1.5 In making the determinations necessary for the rating of a job from the description of the job's content, certain basic characteristics are considered to be inherent in the performance of all jobs, and are not considered in the evaluation of any job in this programme. These characteristics are honesty, integrity, normal discretion, reasonable care and attention, ordinary tact, and common courtesy.
- 1.6 In the application of the Rating Manual or procedure, the following general rules shall apply:
 - (a) It is the content of the job that is being analyzed, not the incumbent(s).
 - (b) Jobs are to be evaluated without regard to existing Bands.
 - (c) Jobs are to be placed in the appropriate Factor Degree by considering the specific requirements of each job, the Factor definition, and the description of each Factor Degree.
 - (d) Workload is not a consideration when evaluating a job.

- (e) No interpolation of Factor Degrees is to be made in the use of this programme (i.e. no insertion of a Factor rating that falls between the established Factor Degrees).
 - (f) The job description and rating of each job shall be relative to, consistent with, and conform to the job descriptions and ratings of the benchmark jobs, and all other jobs.
- 1.7 Should the Joint Job Evaluation Committee not be able to make a decision on rating, the matter(s) shall be referred to a Job Evaluation Referee.
- 1.8 The Co-Chairs of the Joint Job Evaluation Committee shall communicate all ratings and/or other decisions made by the Committee to the incumbent(s), the appropriate supervisor(s) and manager(s) and others affected by the change within ten (10) working days of the Committee's decision.
- 1.9 It is recognized by the parties that the Terms of Reference and Appendix B shall operate on an interim basis and shall be subject to review and renewal twelve (12) months after the date of adoption. However, it is understood and agreed that the Terms of Reference, Appendix A and Appendix B shall continue to be in effect, and the Joint Job Review Committee shall continue to operate using the said documents, until such time as they are renewed or replaced following a review. Any amendment will be with the consent of both parties.

Appendix C

GLOSSARY OF VERBS

ACT	Bring about an effect; carry out a purpose; do whatever is specified
ADAPT	To alter or modify for a specific purpose
ADD	Affix or attach
ADMINISTER	To exercise authority in putting the will of others into effect
ADOPT	Take and apply or put into practice
ADVISE	Give advice to; recommend a course of action (not simply tell or inform)
ALIGN	Arrange or form in a line; to bring into agreement
AMEND	To change; to correct an error or fault by adding, taking away, or altering. Distinguish from "to correct" which means to set right in a particular way to remove faults, and from "to improve" which means to make better
ANALYZE	To separate into elements or parts and examine the critical elements
ANTICIPATE	Foresee events, trends, consequences or problems
APPRAISE	To evaluate in order to determine the value; to set a value upon in terms of relative circumstances
APPROVE	To pronounce as acceptable; to accept as satisfactory
ARRANGE	To put in order
ASCERTAIN	Find out or learn for a certainty
ASSEMBLE	Collect or gather together in a predetermined order; fit together parts of
ASSIGN	Fix, specify or delegate
ASSIST	Lend aid; help; give support to
AUDIT	To examine or scrutinize closely for accuracy or conformity
AUTHORIZE	Empower; permit; establish by authority
BALANCE	To make an entry necessary to equalize (in accounting, it is the act of bringing the credit and debit sides of an account to equality)

CALCULATE	Ascertain by computation
CATALOGUE	To enter in a complete list, usually classified alphabetically or under some other form or system of headings
CHART	Draw or exhibit in a chart or graph
CHECK	Examine; compare for verification
CIRCULATE	Distribute in accordance with a plan
COLLABORATE	Work or act jointly with others
COLLATE	Bring together in a predetermined order
COMPILE	To compose a report or literary work by collecting borrowed or transcribed materials from various sources
COMPOSE	To make up the elements or parts of a report or other written work, as to compose a letter
CONDUCT	To lead or guide in some particular manner or for some particular purposes. Applied to matters of the first importance and requiring wisdom and knowledge. May be taken to include conceiving, planning, arranging and disposing
CONTROL	To exercise authority over for the purpose of determining whether policies are being carried out, objectives met, and standards observed
DELEGATE	Entrust to the care or management of another
DETERMINE	Fix conclusively or authoritatively; decide or set
DEVELOP	To go through the process of evolving an action or plan
DEVISE	To plan or contrive a new or largely new policy, procedure or method
DIRECT	To issue instructions to guide performance or activities to state what is to be done and/or how. Direction emphasizes promptness, clearness and precision
DISASSEMBLE	Take apart
DISCUSS	Exchange views for the purpose of arriving at a conclusion
DISTRIBUTE	To give a share of something to each of a number of persons
DRAFT	Write or compose papers or documents in rough, preliminary or final form, often for clearance and approval by others

EDIT	Revise and prepare as for publication
ESTABLISH	To secure a more or less permanent acceptance of an action
ESTIMATE	To form an approximate judgment or number, amount, etc.
EVALUATE	To ascertain the value or relative worth
EXAMINE	To study carefully and systematically
EXECUTE	Give effect; follow through to the end; complete
EXERCISE	To discharge a broad function; put to use
EXPEDITE	Hasten the movement or progress of; remove obstacles; accelerate
FACILITATE	Make easy or less difficult
FOLLOW-UP	Check the progress of; see if results are satisfactory
FORECAST	Estimates of something in the future; predict
GATHER	To bring together; to get gradually; accumulate
GIVE	To present or supply to another without return
GUIDE	To lead or set the course of, usually by consent of those led rather than by authority
IMPLEMENT	To put into effect, usually a policy
IMPROVE	To make better
INFORM	Acquaint; communicate knowledge; keep others aware of developments
INITIATE	Originate; begin; introduce for the first time, as a plan, policy or procedure
INSPECT	To look closely into, usually with official authority
INSTRUCT	To communicate knowledge
INTERPRET	To bring out the meaning of; explain
INTERVIEW	To meet in person to ask questions, answer questions, secure information
INVESTIGATE	To inquire into, particularly by questioning persons to establish facts

ISSUE	Distribute formally
ITEMIZE	State in terms of by particulars; set down on notes in detail
MAINTAIN	To hold or keep up to date; to carry on
MANAGE	To act or execute on a broad scale
MATCH	To bring together two or more items which correspond in some respect as by number, colour, quantity, size
MEASURE	Determine lengths or quantities of
MODIFY	To make partial changes, usually to tone down or make less definite
MONITOR	To watch over in order to see deviations from standards so that action can be taken to avert trouble
MOTIVATE	To establish the desire to work towards goals
NEGOTIATE	To exchange views and come to terms subject to approval by both sides
NOTIFY	Give notice to; inform
OBTAIN	Gain possession of; acquire
OPERATE	Conduct or perform activity
ORGANIZE	To give an orderly structure to in order to reach a common objective
ORIGINATE	Produce as new
OUTLINE	Make a summary of the significant features of a subject
OVERSEE	To look into to prevent irregularities
PARTICIPATE	Take part in
PERFORM	To carry through to an end that which is marked out by rule or prescribed by another
PLAN	Devise or project a method or a course of action
PREPARE	To get ready for a further step
PRESENT	To offer to another for consideration, as a report or recommendation
PRIORITIZE	To place in order of importance or precedence

PROCURE	To obtain by some effort or ingenuity
PROGRAMME	Make a plan or procedure
PROMOTE	To contribute to the growth, advancement or prosperity of
PROPOSE	Offer for consideration or adoption
PROVIDE	To obtain or supply for use, or give what may be required
PURCHASE	Buy or procure
RATE	Appraise or assess; settle the rank, quality
RECEIVE	Take, or acquire from another
RECOMMEND	To suggest firmly in favour of or to advise a course of action
RECONCILE	To make compatible that which is apparently in disagreement
RECORD	Register; make a record of
REFER	Direct attention
REGULATE	To effect desired results by using judgment in applying a law, policy, or general principle at the detail level, usually in matters or steps of minor importance
REPORT	To bring back an answer; to relay information orally or in writing as the result of a study or investigation, may or may not include recommendations, interpretations or conclusions
REPRESENT	Take the place of
REQUEST	Ask for something
RESPONSIBLE	Obligated to account for; answerable; dependable
REVIEW	To survey or glance over, particularly to look back over to refresh memory of facts
REVISE	Make a new, improved or up-to-date version of
SCAN	Examine point by point; scrutinize
SCHEDULE	Plan a timetable; set special times for
SCREEN	To evaluate in a preliminary manner

SEE	Make certain of
SELECT	To take as preference from among others; to pick out
SEPARATE	Set apart; keep apart
SORT	Put in a definite place, location or order, according to kind, class, etc.
STUDY	Consider attentively; ponder or fix the mind closely upon a subject
SUBMIT	Present for decision, information or judgement of others
SUGGEST	To speak or write in favour of but less firmly or warmly than is implied by "to recommend"
SUPERVISE	To exercise direction over others; one who supervises and sees that the subordinates complete their work according to directions which have been issued and is usually held responsible for the discipline of such subordinates within limits established by superior(s)
SURVEY	To study in a comprehensive but not necessarily intensive manner; to obtain an overview
TRAIN	Increase skill or knowledge by capable instruction, usually in relation to a predetermined standard
TRANSCRIBE	To copy out in writing, as from shorthand notes or dictaphone
TRANSPOSE	Transfer; change the usual place or order
UTILIZE	To put into profitable use; make use of
VERIFY	Prove to be true or accurate; confirm or substantiate; test or check the accuracy of

* * * * *

Revised: 14 October 1993

**JOINT JOB REVIEW COMMITTEE
CIVILIAN COLLECTIVE AGREEMENT
TERMS OF REFERENCE**

1. Purpose:

The Joint Job Review Committee process is designed to maintain an equitable salary and wage structure as well as provide the means by which job ratings and salary classifications shall be determined to meet the changing requirements and technologies of the workplace. The purposes of the Joint Job Review Committee are to oversee the ongoing maintenance program for the job descriptions developed as a result of the Pay Equity process; to review the civilian positions covered by the current collective agreement; and, to review and evaluate job descriptions developed by the Administration of the Police Service for new civilian positions that would be covered by the Collective Agreement.

2. Committee Composition:

The Joint Job Review Committee, co-chaired by the Association and the Administration, will be composed of three representatives from the Hamilton-Wentworth Police Association and three representatives from the Administration. A quorum will require that two representatives from each group be in attendance at the meeting.

3. Types of Reviews:

(1) New Jobs:

In accordance with Article 14.9 of the Civilian Collective Agreement, the board, through the Association, will notify the Association when a new job or position has been created. A draft job/position description will then be forwarded to the Association for review of its classification and will serve as the basis for the filling of that vacancy. If the Association objects to any or all of the said job description within a sixty (60) day period after receipt, the objection will be the subject to the provisions Article 21 of the Agreement commencing with Step Two (2) of the grievance procedure. If the job description is accepted by the Association, it will be forwarded to the Joint Job Review Committee for final determination of the salary band.

(2) Changed/Altered Jobs:

A revised job/position description will be prepared by the Administration and forwarded to the Association for review if that job/position substantially or materially changes in terms of the skill, effort, working conditions or responsibilities so as to alter the classification of the job. If the revisions or changes are acceptable to the Association, the revised job description will be forwarded to the Joint Job Review Committee for confirmation of the salary band and then replace the existing one. If the Association objects to the revision, as per Article 14.10 of the Collective Agreement, the object will be subject to the provisions of Article 21 of the Agreement commencing with Step Two (2) often grievance procedure.

(3) Scheduled Reviews:

Effective 1 January 1994, each civilian job description will be reviewed by the Joint Job Review Committee and, if necessary, amended at least once every two years. This process will be initiated by forwarding the job description and a job questionnaire to the incumbent in the case of single incumbent positions, or to a representative selected by the incumbent group

for multiple incumbent positions, to seek notice of any changes in the job content or duties. It will then be forwarded to the Joint Job Review Committee through the supervisor who will also be asked to comment on the changes but not alter the original submission. The schedule for and selection of the jobs to be reviewed will be established by the Joint Job Review Committee in January of each year and normally completed by 31 December of that year. However, new jobs or positions, as described herein, will be scheduled for review six (6) months after the incumbent has commenced the new duties and be completed within nine (9) months from that job start date.

(4) Upon Request:

At the request of the Association or the Administration, any job or job description may be reviewed if it has not been reviewed within the last year as dated from the initial request. However, the workload and time demands associated with a fair and effective job review process require of both the Association and the Administration that this process not be used in a frivolous manner or as a replacement for the labour relations negotiating process.

4. Consensus:

The decisions of the Joint Job Review Committee shall require total consensus. If consensus is not achieved on a matter under consideration, a Job Evaluation Referee will be requested to rule on the matter.

5. Job Evaluation Referee:

- (1) The selection and subsequent appointment of a Referee shall be by mutual agreement between the Board and the Association. Prior to the commencement of a calendar year, the parties shall agree to two (2) persons to be used as sole Job Evaluation Referees. No person shall act as a referee who has any financial personal interests in the matter or who is acting or has acted within one (1) year preceding the date of the appointment on behalf of either party.
- (2) The cost of the Job Evaluations Referee's remuneration and expenses shall be shared equally by the Board and the Association.
- (3) Prior to the meeting with the Joint Job Review Committee, all of the job documents or other information relative to the matter under review will be forwarded to the Job Evaluation Referee. Moreover, the Job Evaluation Referee will have the opportunity to interview the incumbent(s) and supervisory personnel as required.
- (4) The procedure to be followed as outlined below:
 - (a) The job Evaluation Referee shall meet with the Joint Job Review Committee to review the matter under consideration. If, following this meeting, the Committee achieves consensus, then the Referee will immediately issue in writing a concurring decision.
 - (b) If after the meeting at (a), a consensus is not achieved, a Job Evaluation Referee will

make a decision which will be binding on both parties. Such a decision shall be submitted in writing within ten (10) working days to the Co-Chairs, Joint Job Review Committee who shall notify the Committee, the incumbent(s) and others affected within five (5) working days of receipt of the decision.

- (c) If it should be determined by the Job Evaluation Referee that a change should be made to a job classification, this requirement will be communicated as part of the Referee's decision.
- (d) The date of change of a job description or salary/wage rate will be the date of decision of the Referee unless a retroactive award is made by the Referee.
- (e) The jurisdiction of the Job Evaluation Referee is limited only to the outstanding issues (i.e. those factors where consensus could not be reached with the understanding that the Job Evaluation Referee will have access to the rationalization for the factors agreed to).

6. Change Dates:

The date of a change in a job-description or wage/salary rate will normally be that date where the change actually occurred or that established by the Referee, the Committee or mutual agreement between the Association and the Administration.

7. Downgrading/Red-Circling:

Should an occasion arise where a position is downgraded – reclassified to a lower salary band – the position shall be “red-circled” and the incumbent will remain at the old salary band for purposes of pay and merit calculation until the incumbent vacates that position.

8. Terminology and Definitions:

The Joint Job Review Committee will define and determine the definitions and terms of the job review process as required to achieve consensus. If a term or definition cannot be agreed upon, it will be referred to the Job Evaluation Referee for a decision. As a start point, the terms and definitions detailed at **Appendix A** will be accepted by the Association and the Board to initiate the Job Review/Maintenance Agreement process.

9. Job Evaluation Procedures:

The Joint Job Review Committee will initially use the methodology and procedures developed in consultation with Peat Marwick Stevenson & Kellog to undertake the Pay Equity review process. It is agreed by the parties that a simpler, more effective process be developed for future implementation. However, until a new methodology and process are agreed upon, the modified Peat Marwick approach at **Appendix B** will form basis of the Joint Job Review Committee process. A binder of the key documents forming part of this agreement will be assembled for the use and guidance of the committee members.

10. Number of Meetings:

The Joint Job Review Committee will meet at least four (4) times per calendar year as mutually agreed between the Association and the Administration. If at all possible and practical, the meeting schedule will be established in advance for each calendar to permit both parties to plan and organize the job review program.

11. Expiry Date:

These Terms of Reference will remain in effect until replaced by a new agreement.

APPENDIX A

TERMS AND DEFINITIONS JOINT JOB REVIEW COMMITTEE TERMS OF REFERENCE

Administration

The term administration refers to the representatives of the Police Service charged with the responsibility for the administration and management of the Human Resources function including the oversight of the Civilian Collective Agreement

Benchmark Job: Or “Key Jobs” are a representative selection of job activities chosen from the classification covered by the Plan. These are used as a basis for comparison and as guides for maintaining relativity of rating under the Rating Manual

Collective Agreement: The Collective Agreement current in effect between:

THE HAMILTON-WENTWORTH POLICE ASSOCIATION

-and-

THE REGIONAL MUNICIPALITY OF HAMILTON- WENTWORTH POLICE SERVICES BOARD

Duty: A recognizably different segment of a job composed of a number of tasks, defining what is to be done.

Factors: The major criteria, i.e. experience, responsibility, working conditions, etc. as set out in the Rating Manual.

Factor Degrees: The actual measurement levels within each Factor.

Band: The designation in the Salaries and Wages Schedule of the Collective Agreement for a particular salary or wage level or range.

Band Differential: The point spread for banding purposes.

Band Increments: The salary or wage steps for a particular Band.

Green Circled: A job identified as having a salary or wage rate identified as below that established as a result of job evaluation.

Incumbent: A member who is currently performing a job. A member shall be the incumbent in one job only.

Job:	A group of duties assigned to and performed by the incumbent(s) as set out in the job description.
Job Analysis:	The process of determining and recording the tasks and duties comprising a job and the required skill, responsibility, effort and working conditions involved in the performing of that job, through the use of questionnaires, interviews, observation and study
Job Description:	The record of the principal tasks and duties of a job. A job description reflects the major duties and responsibilities and shall be representative of the work requirements inherent in the job
<u>Job Documents:</u>	All documentation used in the job analysis process, specifically job content questionnaires, job site review reports, job descriptions, and interviews.
<u>Job Evaluation:</u>	The process of studying and analyzing a job to obtain detailed information about the content of the job, and the rating of the job by use of the Rating Manual, which is set out in the Collective Agreement, to determine the relationship of the job to other jobs covered by this Job Evaluation Program.
<u>Job Rating:</u>	The selected degree levels, points, and reasons for the rating and the total points established for a job, in accordance with the Rating Manual, which becomes the official rating for the job.
<u>Joint Job Review Committee:</u>	The Joint Job Review Committee appointed by the parties to the Collective Agreement to deal with matters relating to the rating of civilian jobs as set out in the Collective Agreement
<u>Out of Schedule Rate:</u>	A salary or wage rate paid to a Member, for a specific purpose and for a specified period of time, that is in excess of the maximum rate that is determined for the job in accordance with the Job Evaluation Program.
<u>Points:</u>	The numerical expression adopted for the measurement of each degree within each Factor.
<u>Rating Manual:</u>	The Rating Manual contains the basic guides for analyzing and evaluating the content of a job.
<u>Red Circled:</u>	A job identified as having a salary or wage rate identified as above that established as a result of job evaluation.
<u>Salaries and Wage Schedule:</u>	The salary and wage bands as set forth in the Collective Agreement.
<u>Task</u>	An activity, function or obligation undertaken in order to complete a

specific duty.

Total Points:

The sum of all points allotted to each job for all factors as determined in accordance with the rating procedure.

APPENDIX B 1
(REV. JULY 1995)

1. JOB EVALUATION PROCEDURES

- 1.1.1 The Joint Job Evaluation Committee shall review the job description and may review other job documents provided to the Committee for the job under review. Should the Committee feel it necessary, they may conduct an on-site analysis of the job. Further, the incumbent(s) and supervisor(s) may be interviewed to clarify information required for rating purposes.
- 1.2 Job qualifications, as determined by Management, shall be placed before the Committee to assist in job classification. It is understood and agreed that the job qualifications are not subject to revision by the Committee and shall be used only for the purpose of assisting the Committee in the evaluation and classification of the position. Neither the relevance nor the appropriateness of the qualifications will be in issue.
- 1.3 For the purposes of consistency and ease of classification, Management, in setting job qualifications, will attempt to utilize terminology which is consistent with terminology used in the Job Evaluation Plan.
- 1.4 The Joint Job Evaluation Committee shall then evaluate the job utilizing the Peat Marwick Rating Manual or procedure agreed to by the Committee.
- 1.5 In making the determinations necessary for the rating of a job from the description of the job's content, certain basic characteristics are considered to be inherent in the performance of all jobs, and are not considered in the evaluation of any job in this program. These characteristics are honesty, integrity, normal discretion, reasonable care and attention, ordinary tact and common courtesy.
- 1.6 In the application of the Rating Manual or procedure, the following general rules shall apply:
 - (a) It is the content of the job that is being analyzed, not the incumbent(s);
 - (b) Jobs are to be evaluated without regard to existing bands;
 - (c) Jobs are to be placed in the appropriate Factor Degree by considering the specific requirements of each job, the Factor Definition, and the description of each Factor Degree;
 - (d) Workload is not a consideration when evaluating a job;
 - (e) No interpolation of Factor Degrees is to be made in the use of this program (i.e. no insertion of a Factor rating that falls between the established Factor Degrees).

- 1.7 Should the Joint Job Evaluation Committee not be able to make a decision on rating, the matter(s) shall be referred to a Job Evaluation Referee.
- 1.8 The Co-Chairs of the Joint Job Evaluation Committee shall communicate all ratings and/or other decisions made by the Committee to the incumbent(s), the appropriate supervisor(s) and manager(s) and others affected by the change within ten (10) working days of the Committee's decision.
- 1.9 It is recognized by the parties that the Terms of Reference and Appendix B 1 shall operate on an interim basis and shall be subject to review and renewal twelve (12) months after the date of adoption. However, it is understood and agreed that the Terms of Reference, Appendix A and Appendix B 1 shall continue to be in effect and the Joint Job Review Committee shall continue to operate using the said documents, until such time as they are renewed or replaced following a review. Any amendment will be with the consent of both parties.

GLOSSARY OF VERBS

ACT	Bring about an effect; carry out a purpose; do whatever is specified
ADAPT	To alter or modify for a specific purpose
ADD	Affix or attach
ADMINISTER	To exercise authority in putting the will of others into effect
ADOPT	Take and apply or put into practice
ADVISE	Give advice to; recommend a course of action (not simply tell or inform)
ALIGN	Arrange or form in a line; to bring into agreement
AMEND	To change; to correct an error or fault by adding, taking away, or altering. Distinguish from "to correct" which means to set right in a particular way to remove faults, and from "to improve" which means to make better
ANALYZE	To separate into elements or parts and examine the critical elements
ANTICIPATE	Foresee events, trends, consequences or problems
APPRAISE	To evaluate in order to determine the value; to set a value upon in terms of relative circumstances
APPROVE	To pronounce as acceptable; to accept as satisfactory
ARRANGE	To put in order
ASCERTAIN	Find out or learn for a certainty
ASSEMBLE	Collect or gather together in a predetermined order; fit together parts of
ASSIGN	Fix, specify or delegate
ASSIST	Lend aid; help; give support to
AUDIT	To examine or scrutinize closely for accuracy or conformity
AUTHORIZE	Empower; permit; establish by authority
BALANCE	To make an entry necessary to equalize (in accounting, it is the act of bringing

CALCULATE	the credit and debit sides of an account to equality) Ascertain by computation
CATALOGUE	To enter in a complete list, usually classified alphabetically or under some other form or system of headings
CHART	Draw or exhibit in a chart or graph
CHECK	Examine; compare for verification
CIRCULATE	Distribute in accordance with a plan
COLLABORATE	Work or act jointly with others
COLLATE	Bring together in a predetermined order
COMPILE	To compose a report or literary work by collecting borrowed or transcribed materials from various sources
COMPOSE	To make up the elements or parts of a report or other written work, as to compose a letter
CONDUCT	To lead or guide in some particular manner or for some particular purposes. Applied to matters of the first importance and requiring wisdom and knowledge. May be taken to include conceiving, planning, arranging and disposing
CONTROL	To exercise authority over for the purpose of determining whether policies are being carried out, objectives met, and standards observed
DELEGATE	Entrust to the care or management of another
DETERMINE	Fix conclusively or authoritatively; decide or set
DEVELOP	To go through the process of evolving an action or plan
DEVISE	To plan or contrive a new or largely new policy, procedure or method
DIRECT	To issue instructions to guide performance or activities to state what is to be done and/or how. Direction emphasizes promptness, clearness and precision
DISASSEMBLE	Take apart
DISCUSS	Exchange views for the purpose of arriving at a conclusion
DISTRIBUTE	To give a share of something to each of a number of persons
DRAFT	Write or compose papers or documents in rough, preliminary or final form, often for clearance and approval by others

EDIT	Revise and prepare as for publication
ESTABLISH	To secure a more or less permanent acceptance of an action
ESTIMATE	To form an approximate judgment or number, amount, etc.
EVALUATE	To ascertain the value or relative worth
EXAMINE	To study carefully and systematically
EXECUTE	Give effect; follow through to the end; complete
EXERCISE	To discharge a broad function; put to use
EXPEDITE	Hasten the movement or progress of; remove obstacles; accelerate
FACILITATE	Make easy or less difficult
FOLLOW-UP	Check the progress of; see if results are satisfactory
FORECAST	Estimates of something in the future; predict
GATHER	To bring together; to get gradually; accumulate
GIVE	To present or supply to another without return
GUIDE	To lead or set the course of, usually by consent of those led rather than by authority
IMPLEMENT	To put into effect, usually a policy
IMPROVE	To make better
INFORM	Acquaint; communicate knowledge; keep others aware of developments
INITIATE	Originate; begin; introduce for the first time, as a plan, policy or procedure
INSPECT	To look closely into, usually with official authority
INSTRUCT	To communicate knowledge
INTERPRET	To bring out the meaning of; explain
INTERVIEW	To meet in person to ask questions, answer questions, secure information
INVESTIGATE	To inquire into, particularly by questioning persons to establish facts

ISSUE	Distribute formally
ITEMIZE	State in terms of by particulars; set down on notes in detail
MAINTAIN	To hold or keep up to date; to carry on
MANAGE	To act or execute on a broad scale
MATCH	To bring together two or more items which correspond in some respect as by number, colour, quantity, size
MEASURE	Determine lengths or quantities of
MODIFY	To make partial changes, usually to tone down or make less definite
MONITOR	To watch over in order to see deviations from standards so that action can be taken to avert trouble
MOTIVATE	To establish the desire to work towards goals
NEGOTIATE	To exchange views and come to terms subject to approval by both sides
NOTIFY	Give notice to; inform
OBTAIN	Gain possession of; acquire
OPERATE	Conduct or perform activity
ORGANIZE	To give an orderly structure to in order to reach a common objective
ORIGINATE	Produce as new
OUTLINE	Make a summary of the significant features of a subject
OVERSEE	To look into to prevent irregularities
PARTICIPATE	Take part in
PERFORM	To carry through to an end that which is marked out by rule or prescribed by another
PLAN	Devise or project a method or a course of action
PREPARE	To get ready for a further step
PRESENT	To offer to another for consideration, as a report or recommendation
PRIORITIZE	To place in order of importance or precedence

PROCURE	To obtain by some effort or ingenuity
PROGRAMME	Make a plan or procedure
PROMOTE	To contribute to the growth, advancement or prosperity of
PROPOSE	Offer for consideration or adoption
PROVIDE	To obtain or supply for use, or give what may be required
PURCHASE	Buy or procure
RATE	Appraise or assess; settle the rank, quality
RECEIVE	Take, or acquire from another
RECOMMEND	To suggest firmly in favour of or to advise a course of action
RECONCILE	To make compatible that which is apparently in disagreement
RECORD	Register; make a record of
REFER	Direct attention
REGULATE	To effect desired results by using judgment in applying a law, policy, or general principle at the detail level, usually in matters or steps of minor importance
REPORT	To bring back an answer; to relay information orally or in writing as the result of a study or investigation, may or may not include recommendations, interpretations or conclusions
REPRESENT	Take the place of
REQUEST	Ask for something
RESPONSIBLE	Obliged to account for; answerable; dependable
REVIEW	To survey or glance over, particularly to look back over to refresh memory of facts
REVISE	Make a new, improved or up-to-date version of
SCAN	Examine point by point; scrutinize
SCHEDULE	Plan a timetable; set special times for
SCREEN	To evaluate in a preliminary manner

SEE	Make certain of
SELECT	To take as preference from among others; to pick out
SEPARATE	Set apart; keep apart
SORT	Put in a definite place, location or order, according to kind, class, etc.
STUDY	Consider attentively; ponder or fix the mind closely upon a subject
SUBMIT	Present for decision, information or judgement of others
SUGGEST	To speak or write in favour of but less firmly or warmly than is implied by "to recommend"
SUPERVISE	To exercise direction over others; one who supervises and sees that the subordinates complete their work according to directions which have been issued and is usually held responsible for the discipline of such subordinates within limits established by superior(s)
SURVEY	To study in a comprehensive but not necessarily intensive manner; to obtain an overview
TRAIN	Increase skill or knowledge by capable instruction, usually in relation to a predetermined standard
TRANSCRIBE	To copy out in writing, as from shorthand notes or dictaphone
TRANSPOSE	Transfer; change the usual place or order
UTILIZE	To put into profitable use; make use of
VERIFY	Prove to be true or accurate; confirm or substantiate; test or check the accuracy of

Revised: 14 October 1993
2nd Revision 11 July 1995

**JOINT JOB REVIEW COMMITTEE
CIVILIAN COLLECTIVE AGREEMENT
TERMS OF REFERENCE**

1. Purpose:

The Joint Job Review Committee process is designed to maintain an equitable salary and wage structure as well as provide the means by which job ratings and salary classifications shall be determined to meet the changing requirements and technologies of the workplace. The purposes of the Joint Job Review Committee are to oversee the ongoing maintenance program for the job descriptions developed as a result of the Pay Equity process; to review the civilian positions covered by the current collective agreement; and, to review and evaluate job descriptions developed by the Administration of the Police Service for new civilian positions that would be covered by the Collective Agreement.

2. Committee Composition:

The Joint Job Review Committee, co-chaired by the Association and the Administration, will be composed of three representatives from the Hamilton-Wentworth Police Association and three representatives from the Administration. A quorum will require that two representatives from each group be in attendance at the meeting.

3. Types of Reviews:

(5) New Jobs:

In accordance with Article 14.9 of the Civilian Collective Agreement, the board, will notify the Association when a new job or position has been created. A draft job/position description will then be forwarded to the Association and will serve as the basis for the filling of that vacancy. If the Association objects to any or all of the said job descriptions within a sixty (60) day period after receipt, the object5ion will be the subject of further consultation between Management and the Association, and in the absence of agreement, will be subject to the provisions of Article 21 of the Agreement commencing with Step Two (2) of the grievance procedure. In any event, the job description will be forwarded to the Joint Job Review Committee for final determination of the salary band.

(6) Changed/Altered Jobs:

A revised job/position description will be prepared by the Administration and forwarded to the Association for review if that job/position substantially or materially changes in terms of the skill, effort, working conditions or responsibilities so as to alter the classification of the job.

(7) Scheduled Reviews:

The revised job description will be forwarded to the Joint Job Review Committee for determination or confirmation of the salary band and then replace the existing one. If the Association objects to the revisions, as per Article 14.10 of the collective Agreement, the objection will be subject to the provisions of Article 21 of the Agreement commencing with Step Two (2) of the grievance procedure. In any event, the job description will be forwarded to the Joint Job Review Committee for final determination of the salary band.

(8) Upon Request:

At the request of the Association or the Administration, any job or job description may be reviewed if it has not been reviewed within the last year as dated from the initial request. However, the workload and time demands associated with a fair and effective job review process require of both the Association and the Administration that this process not be used in a frivolous manner or as a replacement for the labour relations negotiating process.

4. Consensus:

The decisions of the Joint Job Review Committee shall require total consensus. If consensus is not achieved on a matter under consideration, a Job Evaluation Referee will be requested to rule on the matter.

5. Job Evaluation Referee:

(5) The selection and subsequent appointment of a Referee shall be by mutual agreement between the Board and the Association. Prior to the commencement of a calendar year, the parties shall agree to two (2) persons to be used as sole Job Evaluation Referees. No person shall act as a referee who has any financial personal interests in the matter or who is acting or has acted within one (1) year preceding the date of the appointment on behalf of either party.

(a) The job Evaluation Referee shall meet with the Joint Job Review Committee to review the matter under consideration. If, following this meeting, the Committee achieves consensus, then the Referee will immediately issue in writing a concurring decision.

(b) If after the meeting at (a), a consensus is not achieved, a Job Evaluation Referee will make a decision which will be binding on both parties. Such a decision shall be submitted in writing within ten (10) working days to the Co-Chairs, Joint Job Review Committee who shall notify the Committee, the incumbent(s) and others affected within five (5) working days of receipt of the decision.

(c) If it should be determined by the Job Evaluation Referee that a change should be made

to a job classification, this requirement will be communicated as part of the Referee's decision.

- (d) The date of change of a job description or salary/wage rate will be the date of decision of the Referee unless a retroactive award is made by the Referee.

6. Change Dates:

The date of a change in a job-description or wage/salary rate will normally be that date where the change actually occurred or that established by the Referee, the Committee or mutual agreement between the Association and the Administration.

7. Downgrading/Red-Circling:

Should an occasion arise where a position is downgraded – reclassified to a lower salary band – the position shall be “red-circled” and the incumbent will remain at the old salary band for purposes of pay and merit calculation until the incumbent vacates that position.

8. Terminology and Definitions:

The Joint Job Review Committee will define and determine the definitions and terms of the job review process as required to achieve consensus. If a term or determine the definitions and tterms of the job review process as required to achieve consensus. If a term or definition cannot be agreed upon, it will be referred to the Job Evaluation Referee for a decision. As a start point, the terms and definitions detailed at **Appendix A** will be accepted by the Association and the Board to initiate the Job Review/Maintenance Agreement process.

9. Job Evaluation Procedures:

The Joint Job Review Committee will initially use the methodology and procedures developed in consultation with Peat Marwick Stevenson & Kellog to undertake the Pay Equity review process. It is proposed by the Administration that simpler more effective process be developed in consultation with the Association for implementation in 1994. However, until a new methodology and process are agreed upon, the modified Peat Marwick approach at **Annex B** will form will form the basis of the Joint Job Review Committee process. A binder of the key documents forming part of this agreement will be assembled for the use and guidance of the committee members.

10. Number of Meetings:

The Joint Job Review Committee will meet at least four (4) times per calendar year as mutually agreed between the Association and the Administration. If at all possible and practical, the meeting schedule will be established in advance for each calendar to permit both parties to plan and organize the job review program.

11. Expiry Date:

These Terms of Reference will remain in effect until replaced by a new agreement.

APPENDIX “B”

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 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

