

SOURCE	Assn.		
EFF.	92	01	01
TERM.	92	12	31
No. OF EMPLOYEES	375		
NOMBRE D'EMPLOYÉS	JF		

# HALTON REGIONAL POLICE SERVICE

## UNIFORM COLLECTIVE AGREEMENT JANUARY 1, 1992 - DECEMBER 31, 1992

DEC - 31 1992

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THIS AGREEMENT made this **22nd** day of **OCTOBER, 1992**

B E T W E E N

THE HALTON REGIONAL POLICE  
SERVICES BOARD  
hereinafter called the  
**"BOARD"**

OF THE FIRST PART

- and -

THE HALTON REGIONAL POLICE ASSOCIATION  
hereinafter called the  
**"ASSOCIATION"**

OF THE SECOND PART

WITNESSETH THAT IN consideration of the mutual covenants and agreements hereinafter contained, the parties hereto have agreed as follows:

#### ARTICLE I

##### **PURPOSE**

1.01 The Purpose of the Agreement is to comply with the Police Services Act of Ontario and the Regulations as amended from time to time and to maintain a harmonious relationship between the Board and the Association members and to provide an orderly and amicable method of settling differences of grievances which may arise between the parties.

#### ARTICLE II

##### **RECOGNITION AND DEFINITION**

2.01 The Board recognizes the Association as the exclusive bargaining agent for members covered by this agreement.

2.02 For the purpose of the Agreement:

(a) "Member" means a Police Constable, other Police Officer or Cadet of the Halton Regional Police Service save and except the Chief of Police, Deputy Chiefs and Senior Officers.

- (b) "Association" means the Halton Regional Police Association;
- (c) "Board" means the Halton Regional Police Services Board;
- (d) "Chief" means the Chief of Police of the Halton Regional Police Service;
- (e) "Service" means the length of continuous service with the Halton Regional Police Service, including the total number of years of service credited to a member of the Police Force of either Burlington, Oakville, Milton or Georgetown and of which they were a member immediately prior to the 1st day of January, 1974.
- (f) Wherever applicable, the singular number shall include the plural and the masculine gender shall include the feminine.

**2.03** It is hereby confirmed that the members of the Police Services Board shall not be liable personally for any action or any other proceeding which may arise from the application or administration of the Collective Agreement.

## ARTICLE III

### **RIGHTS OF THE BOARD**

- 3.01** The Association and its members recognize and acknowledge that, subject to the provisions of the Police Services Act and the Regulations thereto; it is the exclusive function of the Board to:
- (a) Maintain order, discipline and efficiency;
  - (b) Hire, discharge, direct, classify, transfer, promote, demote or suspend or otherwise discipline any member of the Police Service;
  - (c) Without limiting the generality of the above, generally to supervise and direct the operations of the Service.
- 3.02** If a member claims that the Board has exercised any of the functions outlined in paragraph (b) and (c) in a discriminatory or without reasonable cause, then such a claim may be the subject of a grievance under the provisions of the grievance procedure outlined in this Agreement or dealt with under procedures within the exclusive jurisdiction of the Ontario Police Commission as prescribed by the Police Services Act.

3.03 The Board agrees that no member will be dealt with adversely without reasonable cause, and that it will exercise the functions outlined in Article 3.01 (a),(b), and (c) fairly and justly, without discrimination in a manner consistent with this Agreement, the Police Services Act and the Regulations made thereunder by the Lieutenant Governor in Counsel.

## ARTICLE IV

### **ASSOCIATION MEMBERSHIP**

4.01 All members shall be eligible for membership in the Association in accordance with the provisions of the Police Services Act of Ontario and Regulation as amended from time to time. Membership in the Association shall not be a condition of employment.

4.02 All members shall as a condition of employment, pay an amount that shall be equal to a fixed amount prescribed by the Association for monthly dues.

4.03 During the term of this Agreement, the Regional Treasurer agrees to deduct an amount equal to the amount prescribed by the Association for the monthly dues from every bi-weekly pay of each member. A list shall be prepared, in accordance with the payroll deduction of such dues providing the Association with the names, addresses and classifications of the members from whose pay such deductions have been made, together with the names, address and classification of any members who have, since a last payment, ceased to be employed by the Board. Such list shall be forwarded to the Association together with the sums deducted from each pay within one (1) week of each such deduction.

4.04 The Board shall not be liable for any actions or any other proceedings which may arise from the application of this Article.

## ARTICLE V

### **NO DISCRIMINATION**

5.01 The Board agrees that there will be no discrimination, interference, restraint or coercion exercised or practised by the Board, or its representatives, with respect to any members because of their membership in, or connection with the Association, and further agrees that membership in the Association by members who are eligible to join the Association will not be discouraged.

5.02 The Association agrees there will be no discrimination, interference, restraint or coercion exercised or practised by the Association, or by any member or representative of the Association, with respect to any member who is not a member of the Association.

## ARTICLE VI

### ASSOCIATION REPRESENTATION

6.01 The Association shall name, appoint or otherwise select a Negotiating Committee.

6.02 The Board shall recognize and deal with the said Committee with respect to negotiation.

6.03 The Association and the Board shall recognize and deal with each other with respect to any matter which properly arises from time to time and agree to cooperate with one another in the administration of this Agreement.

## ARTICLE VII

### GRIEVANCE PROCEDURE

7.01 With the exception of such matters **as** are governed by regulations made by the Lieutenant Governor in Council under the Police Services Act, any difference between the parties concerning the interpretation, application, administration or alleged violation of any of the provisions of this Agreement shall be dealt with as follows:

Step 1 - The aggrieved member or other Association representative may discuss any grievance with the management representative designated in Section 7.06 (a) below to handle grievances at this Step. The management representative shall state his decision orally to the grievor within two (2) days after the discussion.

Step 2 - If the grievance is not resolved satisfactorily at Step 1, the Association Grievance Committee or its representative may reduce the grievance to writing and present it within five (5) days after the decision **has** been made at Step 1 to the management representative designated in accordance with Article 7.06 (a) below to handle grievances at Step 2. The management representative concerned shall render a written decision and deliver it to the Association Grievance Committee within a further five (5) days of the meeting held to discuss the grievance or, if no meeting is held, within five (5) days of the presentation of the grievance Step 2.



Step 3 - If no settlement is reached at Step 2, the Association Grievance Committee or its representative may, at any time within five (5) days of the receipt of the response at Step 2, submit the grievance to the Chief. The Chief or any person whom he has designated to decide the case shall hold a hearing at which one or more members of the Association Grievance Committee or a representative of the Committee may make submissions. Prior to such hearing, the grievance may be amended so as to reflect more accurately the issue(s) in dispute. The Chief or his designee shall render his decision within five (5) days following the hearing and notify the Committee accordingly.

Step 4 - If no settlement is reached at Step 3, the Association Grievance Committee or its representative may, at any time within five (5) days of receipt of the decision of the Chief or his designee, submit the grievance to the Board which shall then ~~fix~~ a time within the next six (6) weeks at which time it will hear submissions from one or more members or a representative of the Grievance Committee. The Board will notify the Committee in writing of its decision within five (5) days of the hearing.

**7.02** Where a difference between the parties concerns the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an alleged violation affects;

(a) more than one member, or

(b) the interests of either party to this agreement

either party may initiate and process the grievance on behalf of the aggrieved members or the party concerned, as the case may be.

**7.03** No matter may be submitted to arbitration which has not been processed through all previous Steps of the grievance procedure, provided, however, that the parties may at any time agree to omit one or more Steps of the grievance procedure.

**7.04** The time limits of this Article may be extended at any Stage by mutual agreement but in any event shall be considered directory.

**7.05** The word "days" in this Article means calendar days exclusive of Saturdays, Sundays, paid holidays and the period of the grievor's vacation.

**7.06** (a) The Board shall provide the Association with a list of the management representatives designated to handle grievances for each Division, Unit or Bureau at Step 1 and Step 2 of the grievance procedure and shall notify the Association promptly of changes made in the list from time to time.

(b) The Association shall provide the Board with a list of names of Members of its Grievance Committee, their respective Divisions, Units and Bureaus, and shall notify the Board promptly of any changes made from time to time in this list.

**7.07** (a) If no settlement is reached in Step 4 of the grievance procedure, either party may notify the other of its intention to submit the grievance to arbitration within thirty (30) days of receipt of the decision of the Board.

The notice shall contain:

(i) a statement of the grievance and the remedy sought;

(ii) the name and address of one or more proposed arbitrators.

(b) The recipient shall, within ten (10) days after receipt of such notices, indicate whether or not he/she accepts one of the proposed arbitrators and if he/she does not, then the reply shall contain the name and address of one or more persons proposed as arbitrator. If the parties fail to agree on a arbitrator within a further five (5) days, either party may request the Solicitor General to appoint a single arbitrator to hear the dispute.

**7.08** An arbitrator appointed pursuant to the provisions herein:

(a) Shall determine his own procedure, provided he gives full opportunity to all parties to present evidence and make representations;

(b) may rectify any clerical or typographical or other error or omission but otherwise shall not have power to alter or amend any of the provisions of this Agreement;

(c) may have access, when accompanied by both parties, to view the Board's premises to view locations, working conditions, equipment or operations which may be relevant to the resolution of the grievance;

(d) may modify penalties, relieve against non-compliance with time limits, or any other technicality or irregularity and allow a party in appropriate circumstances to amend a grievance provided that there has been substantial compliance with the grievance and arbitration procedures and that the rights of neither party are prejudiced;

(e) shall have jurisdiction to determine whether a grievance is arbitrable;

(f) shall, provided that the rights of either party are not prejudiced and that there has been substantial compliance within the procedures contemplated by this Article, entertain and determine the real issue in the dispute according to its merits and shall make whatever disposition of it he/she deems just and equitable;

(g) shall issue a decision which is final and binding upon the parties and upon any members affected by it.

7.09 Each of the parties shall pay one half (1/2) of the remuneration and expenses of the arbitrator.

7.10 A representative of the Police Association of Ontario, an Advisor of the Board, and, Legal counsel on behalf of either or both parties may attend at any step of the grievance procedure, including arbitration.

7.11 The Board and the Association agree that in the event of arbitration, each party will assist the other to ensure that witnesses will be present and every reasonable effort will be made to facilitate and ensure their attendance at the arbitration hearings.

## ARTICLE VIII

### HOURS OF WORK

8.01 (a) The normal hours of work shall be eight (8) continuous hours per day, forty (40) hours and five days per week, or as agreed to by the Association and the Chief of Police. The Chief of Police may implement new shift schedule arrangements after consultation and discussion with the Association.

(b) A normal day shall include a one (1) hour lunch period to be taken midway in the work period, subject to the exigencies of the service. The place at which the lunch period is to be taken shall be agreed between the Chief of Police and the Association.

(c) No deduction for pay or overtime payment shall be made for the short tour worked or the additional hour worked as the result of changeover to Daylight Saving from Standard Time and vice versa.

(d) The normal shift shall be as follows:

First 12:01 a.m. to 8:00 a.m. (11:00 p.m. to 7:00 a.m.)

Second 8:00 a.m. to 4:00 p.m. (7:00 a.m. to 3:00 p.m.)

Third 4:00 p.m. to 12:00 midnight (3:00 p.m. to 11:00 p.m.)

In brackets are covering shifts as the Chief of Police deems necessary. The 7:00 p.m. to 3:00 a.m. shift may be required from time to time at the discretion of the Chief of Police. The 7:00 p.m. to 3:00 a.m. shift would be substituted for the first shift, and such shift may be advanced or retarded to a maximum of one (1) hour at the Chiefs discretion.

(e) Members assigned to rotating shifts shall regularly rotate from one shift to another so that a reasonably equal amount of time will be spent by a member on each shift. Subject to the requirements of the service and at the discretion of the Chief of Police, such other temporary shifts may be required as exigencies of the service dictate.

- 8.02 Members who, because of the exigencies of the service, do not receive all or any portion of their lunch period as specified in Clause 8.01 shall be paid for time lost at straight time at their prorated hourly rate.
- 8.03 Changes to shift schedule arrangements subsequent to those referred to in Article 8.01 shall be agreed between the Chief of Police and the Association Executive, subject to the exigencies of the service.
- 8.04 Days off shall be consecutive, subject to the exigencies of the service.
- 8.05 Subject to the exigencies of the service, shifts scheduled shall not be changed unless forty-eight (48) hours notice is given or unless agreed to by the member(s) affected and the Chief of Police or a Deputy Chief or the Senior Officer then in charge of the Service.
- 8.06 Members shall report at the office to which they are assigned in time to be in all respects prepared for duty at the commencement of the shift.
- 8.07 A member seconded to a Police College or such other facility or on special assignment approved by the Board shall be subject to the working conditions or conditions of service the member is seconded to, and shall not be subject to any penalty or any other benefit in this Agreement.

**8.08** Members may voluntarily exchange shifts or days off member for member, subject to the exigencies of the service, but substitution in shifts for one another shall not exceed one double shift in a forty-eight (48) hour period. The reciprocal arrangement shall be approved by the Sergeant of each member; approval does not include overtime pay for the other member's normal hours of work. The members shall be responsible towards each other for repayment of hours worked; where a member reports sick, the original member shall be responsible to work their shift or find another substitute. Failing this, the original member shall owe and repay eight (8) hours duty, not necessarily of the member's choice, within a thirty (30) day period.

## ARTICLE IX

### OVERTIME/COURT TIME

**9.01** Authorized overtime shall be paid at the rate of time and one-half (1 1/2) the member's regular prorated hourly rate on the following system:

(a) If the member works thirty (30) minutes to one (1) hour following the normal daily shift, they will receive an overtime credit of one (1) hour. No credit will be granted for less than thirty (30) minutes work.

(b) A credit of one (1) hour shall be made for each additional hour or part thereof, in excess of fifteen (15) minutes, worked after the first completed hour of overtime worked as set out in (a) above.

**9.02** (a) All overtime and court time shall be computed and paid monthly, except as set out in (b) below.

(b) A member, at their option, may elect to accept compensation for overtime worked or court time by taking time off from regular duty on a time and one-half (1 1/2) basis provided the maximum hours accumulated at one time shall not exceed forty-eight (48) hours. The time off from regular duty shall be at a time approved by the Chief of Police or designate. Accumulated hours not taken as time off regular duty by November 30 of that year shall be paid at time and one half (1 1/2)

(c) A Member may elect to have their accumulated overtime bank converted to pay at any time during the year.

**9.03** (a) When a member is called out for duty from off-duty hours or prior to the commencement of the regular shift, they shall be granted a minimum of three (3) hours pay at time and one-half (1 1/2) the regular prorated hourly rate.

**9.04** (a) Court time means the required attendance of a member for the purpose of giving evidence at Ontario Court, Provincial Offences Court or at any other judicial proceeding in the capacity of a witness concerning matters arising out of the course of official duties.

(b) When a member is required to attend court during off-duty hours, they shall receive a credit of four **(4)** hours minimum overtime for each attendance, and an additional credit of one **(1)** hour overtime for every additional hour or part thereof of attendance in excess of the minimum four **(4)** hours. Court time after night shift shall commence upon completion of the night shift which terminates at 0800 hours and will continue to the completion of Court, for a minimum of four **(4)** hours.

(c) Normal reporting time shall be one-half (1/2) hour before the start of Criminal Court and the court starting time for other courts.

(d) Travel compensation for members who are required to attend Court outside the boundaries of the Region of Halton will be paid at the rate of one minute per kilometre from point of destination and return, provided that travel compensation is not already provided by the Court. Mileage shall be paid at the established Regional rate unless the member is reimbursed by the Courts.

(e) A member who has retired in accordance with the member's OMERS pension shall, when required to attend Court in connection with his/her duties as a member of the Service, be paid for such attendance in accordance with the pay schedule at the current rate of pay for the rank held by the member at the time of such retirement.

(f) A Member who is required to attend court on a day that falls on a night shift shall be switched to a day shift when requested by the member, subject to the exigencies of the Service.

**9.05** When a member is recalled from their annual vacation to attend court or for any other duty, they shall be credited with four **(4)** hours minimum at the rate of double their regular prorated hourly rate, and an additional credit of one **(1)** hour for every additional hour or part thereof of attendance in excess of the minimum four **(4)** hours.

**9.06** All witness fees, excluding expenses awarded to a witness, received by a member attending court during either on or off-duty hours when they are paid as provided herein, shall be forfeited to the Regional Treasurer.

9.07 Members recalled from annual vacation to attend Court, or for any other duty, shall be paid at the current Regional rate for return mileage from point of departure.

## ARTICLE X

### DESIGNATED HOLIDAYS

10.01 Members, except in Clause 10.09, shall be allowed an additional day from duty for each of the following days, and a day for each shall be scheduled by the Chief of Police in conjunction with other normal days from duty wherever possible. Members shall be paid a normal day's pay for each day so scheduled from duty as set out herein.

10.02 For the purpose of this Article, designated holidays mean:

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

10.03 A member assigned to rotating shifts shall have the option of working these days from duty, provided they notify the Chief of Police, in writing, of their intentions prior to January 1st of the calendar year.

(i) The Member who exercises the option and works the days shall be paid twelve (12) days pay, in addition to their normal pay for working these days, which shall be paid on the first pay in December.

(ii) A Member may exercise the option and take six (6) days off as designated holidays with pay and *six* (6) days pay in addition to normal pay, which shall be paid on the first pay in December.

(iii) A Member may exercise the option and accumulate designated holidays for days off, in a time period not to conflict with summer annual vacation or after December 15. Such accumulation shall not exceed five (5) designated holidays in each year.

10.04 All Members may accumulate three (3) days of designated holidays on request for special circumstance and considerations not covered by this Agreement.

10.05 Article X shall be granted, subject to the exigencies of the Service and when necessary, Article XVIII, Seniority, shall apply.

**10.06** A Member appointed after January 1st shall be eligible for a proportionate number of days provided in Clause **10.02** related to the number of completed calendar months of service in the year, i.e. one day **(1)** for each completed month of service.

10.07 Compensation in time or pay for statutory holidays during bereavement leave, annual leave or worker's compensation, may be granted at the sole discretion of the Chief of Police.

## ARTICLE XI

### **SICK LEAVE CREDIT PLAN**

**11.01** (a) Effective October 1, 1979, a new sick pay plan shall be implemented for all members and the current plan shall be terminated, subject to the following provisions. As of the effective date of the new plan, members who have vesting rights as of that date by the provisions of the collective agreement expired December 31, 1978, shall have the number of days vested time to their credit determined based on the provisions of the agreement expiring December 31, 1978. There shall be no further accumulation of sick leave credits from that previous plan.

(b) The Board shall confirm individually by letter those members with vesting rights as above, the number of vested days available to their individual credit. In the event of termination or retirement, such member may draw the vested days to their credit in cash, based on the rate of pay of the member at the date of termination or retirement. In the event that a member with vested days to their credit exhausts the provisions of the new plan established by this Article, they may draw on the sick days to their credit (i.e., twice the number of vested days) after exhaustion of all benefits under the plan with an appropriate adjustment to credited days.

**11.02** (a) On occasion of a bonafide illness or accident (non-compensable) of any member who has been employed in an authorized position for at least three **(3)** continuous months, leave of absence up to fifteen **(15)** continuous weeks with full pay will be granted to such member.

(b) Members with five **(5)** years of service or more will be granted leave of absence up to twenty (20) continuous weeks. Thereafter, one **(1)** continuous week of leave of absence will be added for each year of continuous service, to a maximum of forty-five **(45)** continuous weeks for members with thirty **(30)** continuous years of service or more.



(c) For calculation of the above only, successive periods of illness or non-compensable accident shall be considered **as** one period of disability unless the member returns to work and completes at least three **(3)** weeks of active, fulltime employment before commencement of the later period unless the later disability is due to causes wholly different from those of the prior disability and commences after the member has returned to work.

(d) Absence from work because of disability shall be reported to the immediate supervisor **by** the member immediately upon the commencement of absence.

(e) When a member has had four **(4)** incidents of sick leave in any twelve (12) month period, payment for subsequent occasions of disability will be withheld for the first two (2) days of such occasion if the member has not adequately substantiated their sickness as being bonafide. On occasions when a member works more than a half shift before leaving work because of illness, such instance will not be counted as an "incident" within the meaning of the paragraph.

(f) For the purposes of this Article, pregnancy shall not be considered or accepted **as** bonafide sickness, however, pregnancy for purposes of this Collective Agreement shall be considered as governed by the Employment Standards Act of Ontario.

11.03 (a) The Chief of Police or designate may require a doctor's report regarding a member's sickness at any time. In any case, a member who is absent from work for more than three **(3)** consecutive working days shall provide their immediate supervisor with a certificate satisfactory to the Service not later than seven **(7)** days after the commencement of their sickness or upon return to work, whichever ever occurs first, reporting the nature and duration or probable duration of that period of sickness.

(b) Where any period of sickness is more than fifteen **(15)** consecutive working days, a certificate from the member's personal physician, reporting the nature and duration or probable duration of the sickness with the first and most recent dates of attendance on the member, shall be provided within the first fifteen **(15)** days and every subsequent fifteen **(15)** days of absence therefrom.

- 11.04** If a member is absent from work as a result of compensable accident, the Board or the Regional Municipality of Halton, as the case may be, shall pay the difference between the amount paid pursuant to the Worker's Compensation Act and their normal salary or wages, for a period of one (1) year. When either amount paid under this provision is exempt from income tax, the total amount paid to the member for the pay period shall not be more than their normal salary or wages in the pay period, less the proportionate amount of income tax. The provisions of this clause do not apply in the case of pensionable injury. Except as otherwise provided in **11.04**, no sick leave shall be paid in cases where the member is eligible for Worker's Compensation.
- 11.05** For all amounts which the Board or the Regional Municipality of Halton, as the case may be, pays pursuant to Article **11.04** of this Agreement, then for such amounts the Board shall be subrogated to all rights or recovery and choses-in-action to which the member is or is about to become entitled against any person, group or company and may pursue any and all necessary legal remedies in the name of the member to enforce those rights and to effect recovery of such amounts.
- 11.06** The provision of this Article shall not apply to a member who is absent from work as a result of sickness or injury arising out of the performance of work for gain for an employer or person other than the Police Service.
- 11.07** Notwithstanding any other provisions contained in this Collective Agreement, "Continuous Service" for the purposes of calculating sick leave credits shall not be deemed to be broken by pregnancy leave, parental leave or any other leave of absence granted or recognised by **the** Board or Chief of Police.

## ARTICLE XII

### ANNUAL VACATIONS

**12.01** Annual vacation with pay shall be granted on the following basis:

- (a) Members appointed after January 1st, one (1) day for each completed month of continuous service, to a maximum of ten (10) days.
- (b) Members with one (1) year, but less than three (3) years of continuous service - two (2) weeks.
- (c) Members with three (3) years, but less than ten (10) years of continuous service - three weeks.

(d) Members with ten (10) years, but less than sixteen (16) years of continuous service - four (4) weeks.

(e) Members with sixteen (16) years, but fewer than twenty-two (22) years of continuous service - five (5) weeks.

(f) Members with twenty-two (22) years, but fewer than 26 years - six (6) weeks.

(g) Commencing the 26th year of service - six weeks vacation plus one vacation day for every additional year of service to a maximum of five (5) eight hour days.

(h) When members retire consistent with the terms of OMERS, regardless of the date of retirement within the year, they shall receive their full annual vacation for the calendar year in which they retire.

12.02 Vacation periods shall be allocated by the Chief of Police or designate, and in so doing, the Chief of Police or designate shall have regard for the exigencies of the service, then to the wishes of the member. Article XVIII shall be the governing factor.

12.03 A member who is hospitalized or confined to their residence as a result of illness or injury on the date on which their scheduled vacation commences and for two consecutive calendar days of scheduled vacation thereafter, as verified by the members physician, shall have their vacation rescheduled to dates which, if possible, shall be satisfactory to the member. Alternatively, the member shall be entitled to carry their vacation entitlement over to be used within the first quarter of the following year.

### ARTICLE XIII

#### **BEREAVEMENT LEAVE**

13.01 (a) In the event of a death in the immediate family of a member and upon notice to the Chief of Police, a member shall be granted leave of absence with pay for a period of three (3) days. For the purpose of this Article, the immediate family means, wife, husband, common-law-spouse, daughter, son, mother, father, mother-in-law, father-in-law, sister, brother or a person in loco parentis.

(b) In the event of a member's grandfather or grandmother, one (1) day shall be granted for attendance at the funeral.

13.02 The Chief of Police may extend the time provided herein.

#### ARTICLE XIV

#### **LEAVE OF ABSENCE -ASSOCIATION BUSINESS, PREGNANCY, PARENTAL AND OTHER**

**14.01** (a) Six **(6)** members will be granted leave of absence with pay to attend Police Association of Ontario Annual Convention. The amount of such leave shall not exceed a total of twenty-five **(25)** working days for all six **(6)** members and the request for leave must be made at least ten **(10)** days in advance of the date the leave is required.

(b) One **(1)** member, duly elected or otherwise authorized **by** the Association for the purpose shall be granted leave of absence with pay, five **(5)** days to attend Canadian Police Association Conference.

**14.02** Three **(3)** members of the Association shall be granted leave of absence with pay to attend Quarterly Executive Meetings of the Police Association of Ontario, provided such leave does not exceed two **(2)** working days for each member and provided further that the request for such leave is made ten **(10)** days in advance of the date the leave is required.

**14.03** Members of the Bargaining Committee shall be granted such time off without loss of salary as is required to carry out their bargaining respecting negotiations, conciliation or arbitration.

#### **PREGNANCY LEAVE:**

**14.04** (a) **A** member who makes written application to and supplies the Board with the Certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated date of delivery, shall be given pregnancy leave, without loss of seniority. Pregnancy leave shall be in accordance with the Employment Standards Act as amended, and in accordance with the following provisions:

(i) During the first two weeks of pregnancy leave, the Board shall pay the member seventy-five per cent **(75%)** of her regular pay;

(ii) During the following period of leave, the Board shall pay the member in an amount which, together with Unemployment Insurance Pregnancy Benefits, brings the member's compensation to seventy five per cent (**75%**) of her regular rate of pay. Such payments shall commence following the completion of the aforementioned two (**2**) week period and shall continue while the member is absent on maternity leave and is in receipt of Unemployment Insurance Benefits, to a maximum of fifteen (**15**) weeks.

(iii) During the Pregnancy leave, the Board shall continue to pay all premiums normally payable by the Board to maintain all benefits to which the member is entitled pursuant to the term of this Agreement;

(iv) For the purpose of the OMERS plan, pregnancy leave is an authorized leave of absence for which the employee may pay the required employee contributions and thereby establish credited service for such absence. The employer shall pay the employer share of OMERS contributions unless the member gives written notice prior to the leave that she will not pay the employee's share.

(v) Seniority shall continue to accrue during pregnancy leave;

(vi) A member's anniversary date, for the purposes of calculating any pay increments and for the purposes of sick leave and vacation credit accumulation and entitlement, shall not be affected as a result of Pregnancy leave.

#### **PARENTAL LEAVE:**

(b) Parental leave shall be available to members in accordance with the Employment Standards Act.

#### **EXTENDED PARENTAL LEAVE:**

(c) (i) An extension of parental leave, if requested, may be granted to a member, subject to the exigencies of the Service. Such leave shall not exceed one year, including the initial leave period and benefits will be in accordance with Employment Standards Act.

(ii) Except as specifically provided in the Employment Standards Act, an extension of parental leave shall be at no cost to the Board.

(iii) Members on extended Pregnancy Leave or Parental Leave may make pension contributions to the OMERS plan for the period of time of their leave of absence and shall maintain it in accordance with the Act and Regulations governing such.

(d) A member on pregnancy leave, parental leave or extended parental leave shall not receive sick leave pay in accordance with the terms of the Collective Agreement during the period of such leave, but shall accumulate sick leave at the prevailing rate during that period of time for the purposes of calculation of "continuous service." Pregnancy leave, parental leave, and extended parental leave shall not be considered to result in "broken service."

(e) Where a pregnant member and her doctor determine that the member by virtue of her condition, is unable to perform her regular duties during the period prior to the estimated delivery date, the Service shall where possible provide the member with alternative employment without reduction of wages or benefits.

(f) Pregnancy Leave, for any member who does not qualify pursuant to the provisions of the Employment Standards Act, as amended, shall be at the discretion of the Chief of Police, as shall any requested extension thereof.

(g) Any member who adopts a child (or children) shall be subject to the same rights and obligations, mutatis mutandis, as those specified above in 14.04, except that, the period of leave of absence shall commence when the child (or children) is received.

(h) Extended Parental Leave granted pursuant to the terms of this Collective Agreement and the Employment Standards Act shall not result in any reduction in seniority.

(j) **An** Extended Leave of Absence may be granted for purposes not addressed elsewhere in the Agreement, for a period not to exceed one year. It is understood that such Leaves of Absence must not be for the purposes of starting a business or the commencement of alternative employment, unless authorized by the Board.

(i) All Leave of Absences shall be without pay.

(ii) The Board will maintain all benefits to which the member is entitled pursuant to the provisions of the Collective Agreement. However, unless the Board determines otherwise, the member shall reimburse the Service for the cost of maintenance of such benefits.

(iii) The Member may make pension contributions for the period of time of the Leave of Absence in accordance with the OMERS Act and Regulations governing.

(iv) A Member shall not accumulate seniority while on Leave of Absence, but upon return to work at the completion of said Leave, shall continue with the seniority as accumulated at the commencement of the Leave of absence and shall be eligible to receive all benefits for such seniority.

(v) Such Leave of Absence shall be granted subject to the exigencies of the Service.

(vi) A member returning to employment following a Leave of Absence shall return to the same classification/rank held by the member at the time the Leave commenced.

## ARTICLE XV

### **SALARY RATES AND SHIFT PREMIUMS**

- 15.01 The annual salary for each member for the Service shall be in accordance with Schedule "A" of this Agreement. This reflects an increase of 1.6% retroactive to January 1st, 1992, and a further increase of .8% on October 1st, 1992, compounded.
- 15.02 Members who are assigned to work rotating shifts (i.e. required to change from one shift to another on a regular basis) will be paid a flat rate of one hundred and fifty dollars (\$150.) per annum, payable on the first pay period in December, and covering the preceding twelve months. Members working a partial year on shifts will have this benefit pro-rated accordingly.
- 15.03 Except **as** otherwise provided in Article 15, a member authorized by the Chief of Police as a temporary replacement for a member holding the rank of Sergeant or higher shall receive the regular rate for the rank in which they are placed, provided that in no case shall the member be paid more than the salary rank immediately above such member's confirmed rank.
- 15.04 A Uniform Constable assigned to the Criminal Investigation Division shall be designated as a "Detective Constable" and shall have added to their salary an amount equal to one-half (1/2) of the differential between the current salary of a First Class Constable and the current salary of a Sergeant.
- 15.05 A Uniform Constable other than one that has been designated as a "Detective Constable", **who** is assigned to special plain clothes for a period exceeding five (5) days, shall be paid \$3.65 per day in addition to their normal rate of pay.

**15.06** A member who is assigned to the Identification Bureau and who has graduated from a recognized identification course shall be paid at a rate equal to that of "Detective Constable" as defined above.

**15.07** (i) Effective on the pay period commencing after the signing of this Contract, a first class constable who has completed ten (10) years with this Service and qualifies under the criteria as contained in the Letter of Understanding shall receive the designation of "Senior Constable" and shall have added to their salary 1.5% of a first class constable salary. No other position shall receive this sum, including Detective Constables in plainclothes and officers receiving "Acting" rank pay. It is understood that Senior Constables shall continue to receive Senior Constable pay when in an "Acting" position of a "temporary" nature. Temporary is defined as "acting" for the purposes of replacing a confirmed rank. This sum shall not be paid in addition to any other rank premiums under this Agreement. The sum shall be paid in the form of one (1) payment on the first pay in December.

Each Senior Constable will be provided with an insignia, as agreed upon by the Association and the Police Services Board, to be worn upon the member's uniform in a visible position.

(ii) Coach, TRU, Scenes of Crime Officers, and Breathalyzer Officers will have added to their salaries 1.5% of a 1st Class Constables salary while so designated, regardless of number of years with the Service, and not dependent upon qualifying as a Senior Constable. This payment is retroactive to January 1st of the contract year.

## ARTICLE XVI

### **GROUPS BENEFITS AND INSURANCE**

**16.01** The Board shall make the following plans available to members consistent with the rules and regulations of the respective plans:

(a) Extended Health Plan covering drugs, nursing care, hospital expenses, ambulance service and supplies, accidental dental and emergency treatment, **etc.** with an annual deductible of ten dollars (\$10.00) payable by the member.

(b) Life Insurance coverage will be maintained at two (2) times the members annual salary, plus an identical amount for accidental death and a dismemberment benefit as per schedule. The Board will also pay two (2) times the difference between salary at the time of leaving work and salary at the time of death, the amount of salary that is currently not covered by our life insurance policy that is held by the Region.



(c) Dental plan, Blue Cross #9 or equivalent plan, O.D.A. fee schedule to be the prior year, Orthodontic Rider with fifty per cent (50%) reimbursement, two thousand (\$2,000) lifetime maximum per member and each dependent, and effective December 31st, 1992, Rider 4, Caps and Crowns with eighty per cent (80%) reimbursement, one thousand dollar (\$1,000) maximum per year per member and each dependent.

Effective September 1, 1992, the ODA fee schedule will be updated to the current year.

(d) Vision Care for member's, member's spouse, and their dependents to a maximum of one hundred and fifty dollars (\$150) per 24 month period

(e) Effective October 1, 1988, a long term disability plan will be provided that ensures 66.66% salary coverage after seventeen (17) weeks of disability to a maximum of three thousand dollars (\$3,000) per month. The member will provide two medical certificates at two (2) years disability, one of these being from a physician of the employer's choice, in addition to any other certificates required by the plan.

**16.02** Members shall, as a condition of employment, enroll in the Group Insurance Plan, in accordance with its provisions.

**16.03** The Board will pay the total premiums for the benefits outlined in 16,01 (a), (b), (c), (d) and (e) above. In the event of the modification of any of the plans set out herein, by legislation of either Provincial Legislature or the Federal Parliament, which reduces the premium(s), the reduction shall be applied to the Board's share of premium costs.

**16.04** Effective March 12, 1986, the Board agrees to provide members who subsequently retire in accordance with OMERS early retirement provisions, with coverage under the extended health care plan to the same extent as provided to active members in accordance with Article 16.01 (a). The coverage will be provided for Ontario residents.

(a) to members who retire at age sixty (60), at the cost of the Board; and

(b) to members who retire with at least thirty (30) years of services at an equal cost sharing between the Board and the retired member until age sixty (60), after which the premiums will be at the cost of the Board;

and shall continue until the date when the retired member's Ontario Health Insurance Plan premiums are paid on the member's behalf by the Province of Ontario, or age sixty-five (65), whichever occurs earlier.

16.05 (a) Effective May 2, 1989, the Board agrees to provide members who subsequently retire in accordance with OMERS early retirement provisions, with coverage under the extended health care plan to the same extent as provided to active members in accordance with Article 16.01 (a). This coverage will be provided for Ontario residents:

(i) to members who retire at age sixty (60), at the cost of the Board; and

(ii) to members who retire with at least thirty (30) years of service at the cost of the Board to a maximum of one thousand, two hundred dollars (\$1,200.) After they reach age 60 (sixty), coverage is at the cost of the Board;

and shall continue until the date when the retired member's Ontario Health Insurance Plan premiums are paid on the members behalf by the Province of Ontario, or age 65, whichever occurs earlier.

(b) Effective January 1, 1992, Members who retire consistent with the terms of OMERS will be provided with the same benefits as contained in Article 14.01 (a), (c) and (d) of the Senior Officers' 1992 Contract, which is specified as follows:

The premiums for the aforementioned benefits are at the cost of the Board.

(i) Extended Health Plan - Covering drugs, nursing care, hospital expenses, ambulance service and supplies, accidental and emergency treatment, etc., with an annual deductible of ten (\$10.00) dollars payable by the member.

Extended Health Benefits shall also be provided for Paramedical coverage, which includes the following:

- Chiropractor, Osteopath, Podiatrist, Choropodists; three hundred (\$300.) dollars maximum per benefit year;

- Audio-Hearing Aids; three hundred (\$300.) dollars maximum every three (3) years;

Coverage will be provided to members and their spouse from retirement to age sixty-five (65), but would be discontinued for the spouse upon the death of the member.

(ii) Dental - Dental Plan; Blue Cross #9 or equivalent, the O.D.A. fee schedule to be the 1991 year, Orthodontic Rider with 50% reimbursement, two thousand (\$2,000) dollar lifetime maximum per member and each dependent, and Rider 4, Caps and Crowns with 80% reimbursement, one thousand (\$1,000.) dollar maximum per year, per member and each dependent. Effective September 1, 1992, the ODA fee schedule will be updated to the 1992 year.

Coverage will be provided to members and their spouse from retirement to age sixty-five (65) or for a period of ten (10) years, whichever occurs first, but would be discontinued for the spouse upon the death of the member.

(iii) Vision - Effective January 1, 1992, Vision Care for members and dependents, maximum two hundred (\$200.)dollars in a 24 month period.

Coverage will be provided to members and their dependents from retirement to age sixty-five (65) or for a period of ten (10)years, whichever occurs first.

**16.06** Effective with the signing of this Agreement, a Survivors Pension will be provided to the survivor of a member who dies as a result of the performance of their duties. This pension will provide one hundred per cent (100%) of the member's gross salary at the time of death. The Survivors Benefit will include other Benefits received such as Pension and Worker's Compensation. The Pension will be provided for a maximum period of five (5)years or until the survivor remarries or the equivalent.

## ARTICLE XVII

### PENSIONS

**17.01** Effective January 1, 1978, all member shall participate in the new OMERS basic pension plan. Effective January 1, 1992, the Police Services Board shall and the individual member shall each pay 7% to the CPP maximum and 8.5% of any remainder of eligible earnings. Eligible earnings shall not include overtime or court time.

**17.02** (a) Supplementary OMERS plans previously in effect shall continue. The Board will pay the full cost of all past service for all members of the police service and shall pay the remainder of the cost for future service. Effective December 31, 1979, OMERS Type III plan shall be implemented, providing an early retirement benefit without actuarial reduction in benefits within 10 years prior to the member's normal retirement date, when

(i) The member has completed thirty (30)years of service with the employer.

(ii) Retirement because of permanent partial disability **as** determined by the employer.

(b) Also effective December 31, 1979, any member of the service may establish optional service for war service in World ~~War~~ II and the Korean conflict in the existing pension provisions for all or part of such service in accordance with the provisions of the Ontario Municipal Employees Retirement System Act and Regulations, and further that the payment for such credited optional service will be in accordance with the provisions of the Ontario Municipal Employees Retirement System Act and Regulations, and further that the application for such credited optional service will be in accordance with the provisions of the Ontario Municipal Employee Retirement System Act and Regulations.

(c) The contributions of the member shall be established at 8% maximum of their earnings.

**17.03** The Police Services Board will support the principle of the member's purchase of Optional Service at no cost or liability to the Board.

17.04 The new basic OMERS and Supplementary OMERS plans referred to shall be administered consistent with the rules and regulations of the OMERS pension plan.

## ARTICLE XVIII

### **SENIORITY, LAYOFF & RECALL**

**18.01** Seniority shall be established for members covered by this Agreement and such seniority shall be based upon the member's continuous length of service with the Police Service while in a classification covered by this Agreement.

18.02 Insofar as the members covered by the Agreement are concerned, seniority provisions are solely for the purpose of determining a member's position for the drawing of designated holidays and vacations and for the purposes of layoff and recall.

**18.03** Seniority within each unit, bureau, platoon, division, etc., shall be a governing factor. Each rank shall draw and be allocated separate from each other.

**18.04** All classification of constables shall be one rank: constable. Schedule "A" designates other ranks covered by this Agreement.

- 18.05 If the Chief of Police designates ranks above constables to substitute one for another during the vacation periods for administrative coverage, and the members involved fail to resolve their draw and allocation among themselves, the Chief of Police may exercise Section 18.01 and allocate the vacation periods and the highest rank involved shall be considered held by the members for the duration of the substitute coverage.
- 18.06 In determining the length of service for the purpose of seniority, continuous service shall not be considered interrupted if absence from the service is due to a leave of absence granted and recognized by the Board or the Chief of Police.
- 18.07 Where the Board has made a decision to reduce the complement of the Service and such reduction of personnel cannot be accommodated through attrition where such action is not in contravention of the Police Services Act, the lay-off of members shall occur by reverse order of seniority, subject to the exigencies of the Service. When a vacancy in the complement of the Service exists, the members on lay-off shall be recalled in order of seniority, subject to the exigencies of the Service.
- 18.08 The Board is to endeavour to give **as** much notice of lay-off as possible to the members affected after consultation with the Police Association.
- 18.09 A member shall retain rights for a period of twelve (12) months following lay-off. A member laid off due to a reduction in staff and who fails to return to work within ten (10) working days after notice of return to work has been forwarded by registered mail to the last known address of such member, shall be deemed to have served their service with the Board and shall forfeit all seniority rights except in the case of sickness or other just cause agreed upon by the Board.

## ARTICLE XIX

### PERSONNEL FILES

19.01 The member may inspect their file on reasonable notice to the Chief of Police or designate. In the case of a District/Unit file, the request is to the District/Unit Commander.

19.02 Where an employee has been documented or informally disciplined, all records of such discipline shall be purged from the employee's personnel file after a discipline free period of two (2) years.

All Police Services Act convictions shall be purged from the employee's personnel file after a discipline free period of five (5) years or earlier at the discretion of the Chief of Police.

## ARTICLE XX

### MEAL ALLOWANCE

20.01 Where a member in the course of duties, works more than three (3) hours beyond the tour of duty, they shall be paid a meal allowance based on the following schedule: breakfast - \$5.00; lunch - \$6.00; dinner - \$8.00, Upon presentation of a receipt a member shall also be paid a meal allowance based upon the same schedule for each four (4) continuous hours of **duty** thereafter.

20.02 There a member is required to be out of the Region because of their duties at such hours as to reasonably prohibit their presence at normal meal hours, they shall be paid a meal allowance based upon the following schedule: breakfast - \$5.00; lunch - \$6.00; dinner - \$8.00, upon presentation of receipts.

## ARTICLE XXI

### CLEANING ALLOWANCE

- 21.01** The Board will supply thirty-five (**35**) cleaning chits per year for the cleaning of uniforms or business suits, if applicable, and two (2) chits per year for the cleaning of **parkas** or overcoats, if applicable. A cleaning outlet designate by the Board shall accept each chit as payment.
- 21.02** The allowance chits shall be issued in January of each year for all allowance entitlements. The amount shall be prorated for a member with less than twelve (**12**) months of service in the year.

## ARTICLE XXII

### SERVICE & FITNESS RECOGNITION

- 22.01** A Service **Bar** shall be granted to members for each period of five (**5**) continuous years of service. Each Service Bar shall entitle the wearer to an allowance of seventy-five (**\$75.00**) dollars per year, payable on the first pay period in December, to those members on staff on the first pay period in December.
- 22.02** Effective May 2, 1989, all new members will not be eligible for service pay, however, they will be eligible for eighty-five (\$85.00) dollars for each five (**5**) years of service providing they meet the fitness standard for the average Canadian, according to the Canadian Fitness Standards at least once during the year.
- 22.03** All members currently receiving service pay have a one time option to receive fitness pay.

## ARTICLE XXIII

### SPECIAL ALLOWANCE

- 23.01** Whenever a member is required to attend a special course of instruction which necessitates a stay at the location at which the course is being presented, they shall be paid an allowance of five (**\$5.00**) dollars per day of course attendance, in addition to all other expenses and allowances.
- 23.02** Members hired prior to 1974 and transferred in accordance with the provisions of Bill 151 will be reimbursed for mileage at the current Regional rates for travel in excess of fifteen (**15**) miles.

## ARTICLE XXIV

### CLOTHING REIMBURSEMENT

- 24.01** All members of the Police Service required to work in Plain clothes, other than recruits awaiting the issue of uniforms prior to attending the Ontario Police College, shall be reimbursed for expenses incurred in the purchase of such clothing. All employees will be required to attest to the fact that they have spent the amount being reimbursed on clothing related to their employment at the Halton Regional Police Service. Such reimbursement shall be in an amount not to exceed \$950.00 dollars per annum or \$3.50 per day or any part thereof, in the case of uniform members who are placed in plain clothes details for training and special assignments.
- 24.02** When, in the opinion of the Chief of Police, a member's uniform becomes unnecessarily soiled or damaged in the performance of their duties, the Chief may direct that the uniform be dry cleaned and or repaired and the Board shall bear the cost of same.

## ARTICLE XXV

### PROMOTION

- 25.01** Every member shall be on probation for a period set out in the Police Services Act, amended from time to time, from date of appointment to rank of Constable. A member will be reclassified successfully to Third Class Constable, Second Class Constable and First Class Constable **with** a corresponding increase in salary in accordance with Schedule A on completion of each twelve (12) months of service from the date of employment to the classification, provided their performance and efficiency have proved satisfactory to the Chief of Police and only upon the recommendation of the Chief of Police.
- 25.02** In the event that a member of the Police Service is not reclassified within thirty (30) days after the date upon which they became eligible for reclassification, they shall be notified in writing by the Chief of Police of the reason thereof.
- 25.03** If at the discretion of the Chief of Police, a member has shown exceptional performance and/or efficiency, the Chief may recommend that member for promotion or reclassification before they have served their required time for promotion.



## ARTICLE XXVI

### PHYSICAL EXAMINATION

**26.01** (a) All members of the Service shall be required to have an annual medical examination conducted by a qualified medical practitioner designated by the Board. The medical examination shall be arranged and paid by the Board. Members of the Service shall not suffer any loss of pay as a result of having to attend for a medical examination during normal hours of **duty**.

(b) Each member who attends for a medical examination shall be provided with a copy of the doctor's medical report pertaining to the examination and a copy shall also be sent to a designated representative of the Board. If the member is not satisfied with the medical report, they may, at their own expense, present medical evidence from another doctor of their choice.

(c) The Board shall endeavour to find alternative employment for any member of the Service who is found to be medically unfit for active police duty.

## ARTICLE XXVII

### COMPRESSED WORK SCHEDULE

**27.01** A compressed work schedule will be implemented subject to the following terms and conditions. The preceding articles of this agreement shall operate as specified hereafter for those members assigned to the Twelve Hour Shift. All other articles apply equally to all members. The amended articles are indicated in brackets in **bold**.

### HOURS OF WORK

**27.02** (a)The normal hours of work for members shall be twelve (**12**) hours per day, worked on two (**2**)consecutive day (8.01a)shifts followed by two (**2**) consecutive night shifts, or **as** agreed to by the Association and the Chief. The Chief may implement new shift schedule arrangements after consultation and discussion with the Association. (**8.01 a**)

(b) A normal day shall include two (**2**) lunch periods of (8.01 b)forty-five (**45**) minutes duration each, subject to the exigencies of service. One lunch period will be scheduled at approximately the mid-point of the first six (**6**) hours of the shift, the other at approximately the mid-point of the last six (**6**) hours. The place at which the lunch periods are taken shall be agreed between the Chief and the Association. (**8.01b**)

(c) Starting times shall be adjusted so that the night (8.01 c) shift and day shift work an equal number of hours on the changeover to Daylight Saving from Standard Time and vice versa. **(8.01 c)**

(d) The normal shift shall be as follows:

Day Shift - 7:00 a.m. to 7:00 p.m.(8:00 a.m. to 8:00 p.m.)

Night Shift - 7:00 p.m. to 7:00 a.m.(8:00 p.m. to 8:00 a.m.)

The times in brackets are covering shifts as the Chief of Police deems necessary. In addition, a portion of the platoon may be scheduled to work a 3:00 p.m. to 3:00 a.m. in lieu of the night shift, and such may be advanced or retarded to a maximum of one (1) hour at the Chiefs discretion. **(8.01 d)**

(e) Due to the fact that under the 12-hour shift system, a member works an average of 42 hours per calendar week, a bank of 104 hours of "Float Time" is earned over the period of a year. This Float Time must be taken as time off by December 31. For the purpose of controlling this Float Time, the year shall be divided into quarters, with 26 hours to be taken ~~as~~ the time off in each quarter by agreement between the member and their supervisor. Any time not accounted for by the 15th of the third month in the quarter shall be taken off prior to the end of each quarter at a time designated by the supervisor and time so designated shall be in a minimum of four hour blocks. A member assigned to a training course of one week or more shall revert to an 8 hour per day, 40 hour week.

(f) For those members transferred at any time during the calendar year, the hours of accumulated time shall be calculated on an individual basis.

27.03 (a) Members may voluntarily exchange shifts or days off member for member, subject to the exigencies of the service, and subject to article 27.03 (b). The reciprocal arrangement shall be approved by the Sergeant of each member; approval does not include overtime pay for the other member's normal hours of work. The members shall be responsible towards each other for repayment of the hours worked; where a member reports sick, the original member shall be responsible to work their shift or find another substitute. Failing this, the original member shall owe and repay twelve (12) hours of duty, not necessarily of the member's choice, within a thirty (30) day period. **(8.08)**

(b) Members working twelve hour shifts shall not be permitted to exchange shifts such that they work double shifts (i.e. twenty four hours). Other voluntary exchanges of shifts shall be in accordance with Article 8.08.

## **DESIGNATED HOLIDAYS**

27.04 A member who elects to take Statutory Holidays as time from duty shall have the number of days so elected converted to hours at the rate of eight (8) hours per Statutory Holiday, and shall be deducted at the rate to twelve (12) hours per shift, in accordance with Article X

## **SICK LEAVE CREDIT PLAN**

27.05 (a) On occasion of a bona fide illness or accident (non-compensable) of any member who has been employed in an authorized position for at least three (3) continuous months, leave of absence up to six hundred (600) hours with full pay will be granted to such member. **(11.02 a)**

(b) Members with five (5) years of service or more shall be granted leave of absence up to eight hundred (800) continuous hours. Thereafter, forty (40) continuous hours of leave of absence will be added for each year of continuous service, to a maximum of one thousand eight hundred (1,800) continuous hours for members with thirty (30) continuous years of service or more. A member who is on sick leave shall have "Float Time" credited at the rate of two (2) hours per calendar week during the duration of illness. **(11.02 b)**

(c) For calculation of the above only, successive periods of illness or non-compensable accident shall be considered as one period of disability unless the member returns to work and completes at least one hundred and twenty (120) hours of active, fulltime employment before commencement of the later period unless the later disability is due to causes wholly different from those of the prior disability, and commences after the member has returned to work. **(11.02 c)**

(d) When a member has had four (4) incidents of sick leave in any twelve (12) month period, payment for subsequent occasions of disability will be withheld for the first sixteen (16) hours of such occasion if the member has not adequately substantiated their sickness as being bona fide. On occasions when a member works more than a half shift before leaving work because of illness, such instance will not be counted as an "incident" within the meaning of the paragraph. **(11.02 e)**

**27.06** Where any period of sickness is more than one hundred and twenty (120) consecutive working hours, a certificate from the member's personal physician, reporting the nature and duration or probable duration of the sickness with the first and most recent dates of attendance of the member, shall be provided within the first one hundred and twenty (120) hours of absence and every subsequent one hundred and twenty (120) hours of absence therefrom. **(11.03b)**

## **ANNUAL VACATIONS**

**27.07** Annual vacation with pay shall be granted on the following basis and shall be deducted from the vacation bank at the rate of twelve (12) hours per shift. Annual vacations shall be defined as starting when a member commences an absence from duty due to hours being deducted from their vacation bank and continuing until the member returns to active duty. **(12.01)**

(a) Members appointed after January 1st, eight (8) hours for each completed month of continuous service, to a maximum of eighty (80) hours.

(b) Members with one (1) year, but less than three (3) years of continuous service - eighty (80) hours.

(c) Members with three (3) years, but less than ten (10) years of continuous service - one hundred and twenty (120) hours.

(d) Members with ten (10) years, but less than sixteen (16) years of continuous service - one hundred and sixty (160) hours.

(e) Members with sixteen (16) years, but less than twenty-two (22) years of continuous service - two hundred (200) hours.

(f) Members with twenty-two (22) years, but fewer than twenty-six (26) years - two hundred and forty (240) hours.

(g) Commencing the 26th year of service - two hundred and forty (240) hours, plus one eight hour vacation day for every additional year of service to a maximum of five (5) eight hour days.

(h) When members retire consistent with the terms of OMERS, regardless of the date of retirement within the calendar year, they shall receive their full annual vacation for the calendar year in which they retire.

## **BEREAVEMENT LEAVE**

27.08 (a) In the event of a death in the immediate family of a member and upon notice to the Chief of Police, the member shall be granted leave of absence with pay for a period of thirty-six **(36)** hours. For the purpose of the Article, the immediate family means: wife, husband, common-law-spouse, daughter, son, mother, father, mother-in-law, father-in-law, sister, brother, or person in loco parentis. **(13.01a)**

(b) In the event of a death of a member's grandfather or grandmother, twelve (12) hours shall be granted for attendance at the funeral.

## **LEAVE OF ABSENCE -ASSOCIATIONBUSINESS,PREGNANCY,PARENTAL AND OTHER**

27.09 Six (6) members will be granted leave of absence with pay to attend the Police Association of Ontario Annual Convention. The amount of such leave shall not exceed forty-eight (48) working hours for each member and the request for leave must be made at least ten (10) days in advance of the date the leave is required. **(14.01)**

27.10 Three **(3)** members of the Association shall be granted leave of absence with pay to attend Quarterly Executive Meetings of the Police Association of Ontario, provided such leave does not exceed twenty-four (24) working hours for each member and provided further that the request for such leave is made ten (10) days in advance of the date the leave is required. **(14.02)**

## **SHIFT PREMIUMS**

27.11 Members who are assigned to work rotating shifts (i.e. required to change from one shift to another on a regular basis) will be paid a flat rate of one hundred and fifty dollars (\$150.00) per annum, payable on the first pay period in December, and covering the preceding twelve months. Members working a partial year on shifts will have this benefit pro-rated accordingly.

## **DISCIPLINARY ACTION**

27.12 For the purposes of any penalty imposed under the Police Services Act and Regulations, a day shall be eight (8) hours of work.

## ARTICLE XXVIII

### LEGAL INDEMNIFICATION

- 28.01 Subject to the other provisions of this Article, a member charged with and finally acquitted of a criminal or statutory offence, because of acts done in the attempted performance in good faith of the member's duties as a police officer, shall be indemnified for the necessary and reasonable legal costs incurred in the defense of such charge.
- 28.02 Notwithstanding clause 28.01, the Board may refuse payment otherwise authorized under clause 28.01 where the actions of the officer from which the charges arose amounted to a gross dereliction of duty or deliberate abuse of the member's powers as a police officer.
- 28.03 Where a member is a defendant in a civil action for the damages because of acts done in the attempted performance in good faith of the member's duties as a police officer the member shall be indemnified for the necessary and reasonable legal costs incurred in the defense of such an action in the following circumstances only:
- (a) Where the Chief of Police is not joined in the action as a party and the Chief of Police does not defend the action on behalf of the Chief and of the member as joint tortfeasers at the Board's sole expense.
  - (b) Where the Chief of Police is joined as a party or elects to defend the action, but the solicitor retained on behalf of the Chief of Police and the member is of the view that it would be improper for the solicitor to act for both the Chief of Police and the member in that action.

28.04 A member whose conduct is called into question in the course of an inquiry under the Coroners Act because of acts done in the attempted performance in good faith of the member's duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in representing the member's interests in any such inquest in the following circumstances only:

(a) Where the Chief of Police and/or the Board does not provide counsel to represent the member at the inquest at the Board's expense;

OR:

(b) Where the counsel provided by the Chief of Police or the Board to represent either or both of them along with the member is of the opinion that it would be improper for the counsel to act for both the Chief of Police or the Board and the member in that action.

28.05 A member who is subject to a hearing before a Police/Public Complaints Board established under the Provincial Legislation, because of acts done in the attempted performance in good faith of the member's duties **as** a police officer shall be indemnified for the necessary and reasonable legal costs incurred in respect of that hearing only where the Chief of Police has referred a matter to the Police/Public Complaints Board, or the Police/Public Complaints Commissioner has ordered a hearing before the Police/Public Complaints Board pursuant to the legislation, and the officer is found not guilty of misconduct under the Act by the Police/Public Complaints Board or a panel or member thereof.

28.06 Where a member intends to apply to the Board for indemnification hereunder, the member shall, within thirty days of being charged or receiving notice of other legal proceedings covered herein, or receiving notice that the member will not be represented by counsel retained by the Chief of Police and/or the Board, apply in writing to the Chief of Police or to the Officer designated by the Chief of Police to deal with such applications for approval to retain counsel and approval of the counsel to be so retained. In the event of any dispute concerning the counsel to be retained, the matter shall be resolved by an officer designated by the Chief of Police and a member of the Association Executive designated for that purpose.

28.07 Where the Chief of Police, pursuant to Board policy, elects to provide legal counsel to defend a member in any legal proceeding covered by this provision, the cost of such counsel is the Board's responsibility irrespective of the outcome of the proceedings and neither the member nor the Board may rely upon the other provisions of this policy.

28.08 For greater certainty, members shall not be indemnified for legal costs arising from:

(a) grievances or complaints under the collective agreement between the Board and the Association or under the Police Services Act;

(b) the actions or omissions of members acting in their capacity as private citizens;

(c) subject to Article 28.05 AND 28.11, discipline charges under the Police Services Act and regulations thereunder.

28.09 For the purposes of this provision, a member shall not be deemed to be "finally acquitted" if as a result of charges laid the member is subsequently found guilty or pleads guilty to, other charges arising out of the same incident or incidents.

28.10 For the purposes of this provision, "necessary and reasonable legal costs" shall be based on the account rendered by the solicitor performing the work, subject initially to the approval of the Regional Solicitor and, in the case of dispute between the solicitor doing the work and the Regional Solicitor, assessment on a solicitor and client basis by the Assessment Officer.

28.11 Where a member is the subject of a hearing before a Board of Inquiry established under Part II or VI of the Police Services Act, 1990, as a result of a decision by the Police Complaints Commission pursuant to s.91 of the Act and the decision of the Board of Inquiry is that misconduct was not proved, the member shall be indemnified for any necessary and reasonable legal costs arising directly from the defence of the complaint being heard. This provision does not apply to a hearing pursuant to sections 90 or 92 of the Act, or to a decision which subsequently is altered or reversed by the Ontario Court.

## ARTICLE XXIX

### TECHNOLOGICAL CHANGES

29.01 Any significant changes affecting members or their work environment will be discussed between Management and the Association prior to implementation with a view to resolving any problems. Whenever practical, the Board, through the Administration of the Service, will commence such discussions at least three (3) months in advance of the planned change.





ARTICLE XXX

**ASSOCIATION NOTICES**

30.01 The Association may post notices regarding Association business in all police buildings, however, notices may be subject to the approval of the Chief of Police.

ARTICLE XXXI

**POLICE SERVICES ACT**

31.00 The Board agrees to supply each member with an up to date copy of the Police Services Act.

ARTICLE XXXII

**JOB SHARING**

32.01 The Board agrees that Job Sharing shall be established and administered in accordance with Schedule "D".

ARTICLE XXXIII

**DURATION**

33.01 This Agreement shall be deemed to have become effective on the first day of January, 1992, and to have remained in force until the 31st day of December, 1992, and thereafter until replaced by a new agreement. If either party to this Agreement shall desire to amend or otherwise alter or revise any part of this Agreement, they shall so indicate to the other party in writing not more than ninety (90) days and not less than thirty (30) days previous to the expiry date of the said Agreement, or subsequent anniversary dates, their intentions to amend, alter or revise the Agreement.

**SCHEDULE "A"**

**HALTON REGIONAL POLICE SERVICE**

**UNIFORM OFFICERS - SALARY GRID FOR 1992**

		<b>JAN 1'92</b>	<b>OCT. 1'92</b>
Staff Sergeant	1.6% -	\$63,552.86	.8% - \$64,061.28
Sergeant	1.6% -	\$57,197.58	.8% - \$57,655.16
Det. Cst	1.6% -	\$54,019.93	.8% - \$54,452.08
Cst. 1st Class	1.6% -	\$50,842.26	.8% - \$51,249.00
Cst. 2nd Class	1.6% -	\$43,561.74	.8% - \$43,910.28
Cst. 3rd Class	1.6% -	\$37,945.78	.8% - \$38,249.35
Cst. 4th Class	1.6% -	\$30,356.60	.8% - \$30,599.45
Cadet		\$23,718.60	\$23,718.60

IN WITNESS WHEREOF the respective parties hereto have hereunto set their respective hands and seals on the day and year set out below.

SIGNED, SEALED AND DELIVERED )

This 22nd day of October )

1992, at Oakville )  
Province of Ontario )


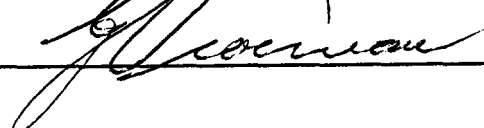
HALTON REGIONAL POLICE  
SERVICES BOARD

  
\_\_\_\_\_  
ACTING CHAIR

  
\_\_\_\_\_

HALTON REGIONAL POLICE ASSOCIATION

Per:

  
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LETTER OF 1


RE: SENIOR CONSTABLE DESIGN

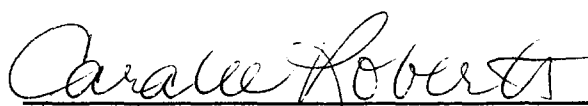
To be eligible and to remain eligible for this classification, a constable shall qualify according to the following criteria:

- (i) A first class constable who has completed ten (10) years with this Service;
- (ii) Full and satisfactory annual assessment in accordance with Halton Regional Police Services performance appraisal;
- (iii) Passed the examination for Sergeant as per Ontario Police College standards once. All members **who** are currently qualified for promotion will automatically qualify under this criterion;
- (iv) Where a constable, within the twelve (12) months preceding the date s/he would otherwise qualify for Senior Constable pay, has been convicted of misconduct under the Police Services Act for which the confirmed penalty was the forfeiture of more than forty (40) hours pay or leave or suspension without pay for more than forty (40) hours, his/her eligibility to receive Senior Constable pay shall be immediately revoked;

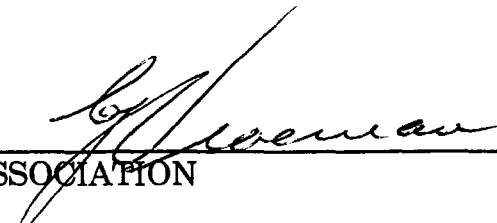
Where a Senior Constable has been convicted of misconduct under the Police Services Act for which the confirmed penalty was the forfeiture of more than forty (40) hours pay or leave or suspension without pay for more than 40 hours, his/her eligibility to receive Senior Constable pay shall be immediately revoked.

(v) Where a constable has lost eligibility through a Police Services Act conviction with a penalty in excess of 40 hours, she may be re-instated upon a full and satisfactory performance assessment with the recommendation of the Chief of Police.

  
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Mr. Barry Quinn, ACTING CHAIR

  
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/ASSOCIATION

  
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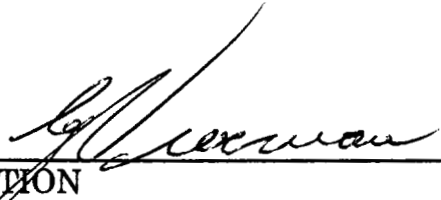
**LETTER OF UNDERSTANDING**

**RE: JOBSHARING**

The parties have been unable to resolve the issue of overtime. It was agreed that if this issue arises the parties will proceed through the Grievance process as set out in the Collective Agreement. It was understood and agreed that the Association will not rely on the Contract Provisions in the Collective Agreement regarding overtime to support their position.



Mr. Barry Quinn, ACTING CHAIR



ASSOCIATION



ASSOCIATION

## JOB SHARING PROPOSAL

The increasing change in demographic patterns and quality of work life issues will continue to result in many new employment-related challenges. Job sharing is one of these.

Job sharing is defined as a voluntary arrangement between two individuals and their employer to enable the employees to share what are normally the duties of one full-time person.

Job sharing embraces the rationale that employee productivity is not solely a workplace issue. It is also related to how effectively an individual is able to deal with work, family and personal issues outside the workplace. To attract and retain a productive police service, we must utilize new and innovative work and need specific support programs.

Many of our members often find themselves having to choose between the desire to be successful, committed to their families, and productive employees.

Changing employee and employment patterns will continue to result in new personnel related challenges. Job sharing is an innovative and viable means of accommodating growing work and family concerns.

### FACTORS TO BE CONSIDERED BY JOB SHARERS/EMPLOYERS

- can provide a more balanced lifestyle
- more time for family
- greater job satisfaction
- eases transition back into full-time work
- eases transition into retirement
- less burn out and stress
- keeps skills current
- develops team skills
- encourages innovation/creativity
- fewer sick days
- helps to keep valuable employees
- better continuity achieved if a member leaves
- less employee turnover
  
- limited opportunity for career advancement
- harder to change jobs
- probable changes/adaptation in administrative procedures
- good communication is more essential
- more demanding of supervisor (added responsibility)

## METHODOLOGY

When 2 EXISTING EMPLOYEES with a need to share ONE FULL TIME PERMANENT J 3 propose to work the equivalent of one full time position, such a proposal will be considered. The two employees shall submit a joint request in writing to the Immediate Supervisor responsible for the position who will take the matter up with the next level(s) of Management. Each request shall be considered on its own merits and both employees will have the required skills and ability to do the whole job. Time worked shall be shared equally by each job sharer. The onus will be on the applicants to find their own partners for job sharing. Merit increments will apply as per the policy covering part-time continuous service.

## CONTINGENCY PLAN

If one job sharer terminates this agreement for any reason, the vacancy created will be first posted as a job sharing position provided the remaining job sharer wishes it to continue. The position will be posted as a job sharing position for five (5) days. If no potential candidates are identified within the 5 day posting period, the job will revert to a full time position. The remaining job sharer will have first option to fill this position on a full time basis. If the remaining job sharer does not wish to fill the position on a full time basis the position will be posted as per ARTICLE XXVI.

- the employer may terminate the arrangement on 30 days notice.

## PROCEDURE RECOMMENDATIONS

- a/ a letter of understanding between the Commission, H.R.P. Services and the Police Association.
- b/ all parties shall be involved with the implementation, monitoring and administering the project.
- c/ the criteria for candidate selection for job sharing will include: circumstances, seniority, benefit to service, benefit to member, etc.
- d/ selected participants will be thoroughly briefed about the program, its guidelines and the implication on benefits.
- e/ members within the job sharing program will NOT be permitted to engage in outside employment.
- f/ members, while participating in job sharing, will NOT be eligible to participate in the promotion process.
- g/ at the conclusion of the pilot project, an evaluation will be conducted and presented to the Commission and the Police Association. A decision will then be made relative to continuation of this initiative and the duration of future positions.

## **BENEFITS:**

### **Article IV**

- Employees will remain members of the Halton Regional Police Association, and accordingly, will pay FULL dues.

### **Article X**

- Designated holidays will be six (**6**) for each employee instead of twelve (12), they may be taken as time off or in pay (all six (**6**) must be as one or the other, no split) Designated holiday schedules are to be arranged to the satisfaction of the job sharers and supervisors.

### **Article XI**

- For the purposes of calculations of sick leave credits, pursuant to Article XI of the current working agreement, sick leave credit accumulation will be pro-rated according to the reduced hours of work.

### **Article XII**

- Vacation entitlement will be pro-rated according to reduced hours of work, vacation draw is based on seniority as defined in Article XVIII.

### **Article XVI**

- All benefits will be employee/employer cost share (**50%** each)  
(this will include all group benefits and insurance)

### **Article XVII**

- Seniority entitlement will be pro-rated according to reduced hours of work.
- "Continuous Service" for the purposes of sick leave credit accumulation shall not be deemed to be "broken" by an employee's involvement in the work sharing program.



## CONCLUSION

In the past few years there has been a steady increase in organizations that have developed personal and family support initiatives. We hope to recognize the importance of needs orientated support programs as sound human resource management and good business sense. Attracting, retaining and managing human resources is a priority that demands response in the form of supportive programs and policies.

Thorough long-term strategic planning supports the concept *that* investing in human capital is the most effective means of achieving long-term efficiency. Job sharing provides a viable approach that *can* satisfy personal and professional needs resulting from changing demographics and attitudes.


It will be critical that we continue to build on these efforts and chart a course for the future that offers *creative* solutions.

IT MUST BE STRESSED, THAT IN ORDER FOR THE JOB SHARING PROCESS TO BE SUCCESSFUL, SUPERVISORS SHOULD SUPPORT NOT ONLY THE CONCEPT OF JOB SHARING, BUT ALSO THE ACTUAL JOB SHARERS!

**LETTER OF UNDERSTANDING**

**RE: TWO OFFICER PATROL VEHICLES**

The members of the Halton Regional Police Services Board are concerned about the safety of Officers while on patrol. The Board is willing to have Constable Bill McGrath or another Association designate join the existing Strategic Planning Committee dealing with deployment of staff in order to address the issue of the Two Officer Patrol Vehicles and to reach an acceptable solution.

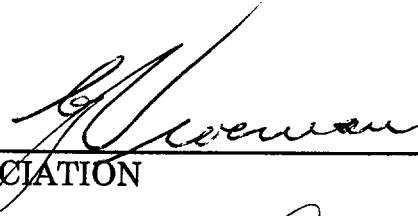


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Mr. Barry Quinn, ACTING CHAIR



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ASSOCIATION



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ASSOCIATION


**LETTER OF UNDERSTANDING**

**RE: COMPRESSED WORK SCHEDULES**

The Parties agree to meet during the term of the Agreement to discuss compressed work schedules.

  
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Mr. Barry Quinn, ACTING CHAIR

  
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**LETTER OF UNDERSTANDING**

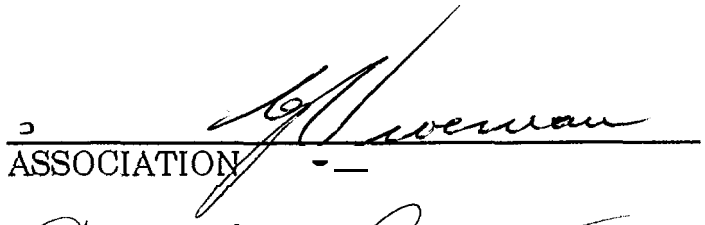
**RE: MONITORING OF INTERVIEWS**

A Member of the Board of Directors of the Association or their designate, shall be permitted to monitor the interview process carried out in accordance with the promotional procedure, with the understanding that any such participation shall not result in any additional costs to the Board above the Member's regular salary. The Association will endeavour to staff their participation wherever possible with off duty personnel.

  
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Mr. Barry Finn, ACTING CHAIR

  
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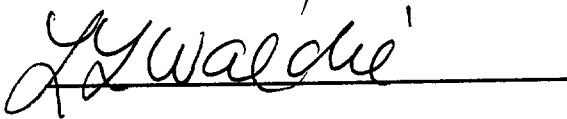
**LETTER OF UNDERSTANDING**


**RE: UIC REBATE:**

For the duration of this Contract the employee's share of the Police Services Board's Unemployment Insurance premium rebate will be retained by the employer towards offsetting the current and continuing costs of benefits provided under this Contract.

  
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Mr. Barry Quinn, ACTING CHAIR

  
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ASSOCIATION

**LETTER OF UNDERSTANDING**

**RE: LAY-OFF OF MEMBERS**

Effective from the date of ratification of a Memorandum of Settlement, the Halton Regional Police Services Board undertakes that there shall be no lay-off of personnel; for the period up to December 31, 1992.

  
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Mr. Barry Quinn, ACTING CHAIR

  
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ASSOCIATION

  
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ASSOCIATION



**RE: PART-TIME EMPLOYEES**

Categories of employment with the Halton Regional Police Service shall be as follows:

1. Continuing Full-Time Employees: This category includes all regular full-time employees.
2. Continuing Part-Time Employees: This category consists primarily of members involved in job sharing.
3. Temporary Full-Time Employees: This category consists of members who are employed by the Police Service on a contractual basis for a determined number of hours equal to or greater than thirty-five (35) hours per week (civilian) or forty (40) hours per week (uniform).
4. Temporary Part-Time Employees: This category consists of employees who are employed by the Police Service on a contractual basis for a determined number of hours or less than thirty-five (35) hours per week (civilian) or less than forty (40) hours per week (uniform).

The following dues structure and benefits coverage apply:

Category 1: Regular Association dues at applicable uniform or civilian rates. Regular benefits.

Category 2: Regular "full-time" Association dues will be collected at the applicable civilian or uniform rate. Regular benefits, but benefits are half-paid by employees involved in job sharing.

Category 3: Employees shall be required to pay regular Association dues based on the applicable uniform or civilian rate. Regular benefits.

Category 4: Association dues will be calculated on an hourly basis, based on the applicable uniform or civilian rate.

**SALARIES:**

Salaries for Categories 3 & 4 shall be calculated at the hourly rate consistent with the member's classification as indicated in the applicable working agreement.

**HOURS OF WORK:**

Contractual provisions regarding overtime shall not apply to part-time employees. The applicable sections of the Employment Standards Act will be followed.



VACATIONS:

The Board will grant vacation on the following basis:

- i) All members with less than three (3) years of continuous service shall receive 4% of vacation pay.
- ii) All members who have three (3) years of continuous service but less than ten (10) years of continuous service shall receive 6% vacation pay.
- (iii) All members who have ten (10) years of continuous service but less than seventeen (17) years of continuous service shall receive 8% vacation pay.
- (iv) All members who have seventeen (17) years of continuous service but less than twenty-three (23) years of continuous service shall receive 10% vacation pay.
- (v) All members who have twenty-three (23) years or more of continuous service shall receive 12% vacation pay.

Service shall be deemed to be "continuous service" on the basis of continuous contract renewals.

Those members referred to as "temporary full-time" employees shall have their benefits paid 100% by the Board. Temporary part-time employees who work less than 25 hours per week shall be required to pay 50% of the premium cost in relation to benefits.

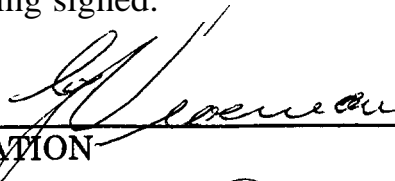
Those members eligible for benefits in accordance with the Article shall sign the prescribed form declaring their request for or denial of benefits.

NOTIFICATION PURPOSES:

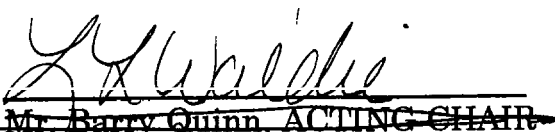
For administrative purposes, the Association shall be notified of all contractual employees hired by the Police Service and shall be provided with details regarding the duration of each contract, the hours of employment, and the contractual expiry date. Such information shall be provided to the Association within one (1) week of the contract being signed.



Mr. Barry Quinn, TING CHAIR



ASSOCIATION

  
~~Mr. Barry Quinn, ACTING CHAIR~~  
ASSOCIATION