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NO. OF EMPLOYEES	150		
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# CIVILIAN COLLECTIVE AGREEMENT



between

**THE HALTON REGIONAL POLICE SERVICES BOARD**

and

**THE HALTON REGIONAL POLICE ASSOCIATION**

JULY 1, 1999 - DECEMBER 31, 2002

JULY 1, 2002

*MH 2002/09/13*

**ENTERED**

09124(07)

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THIS AGREEMENT made this 20th day of February, 2000

BETWEEN

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 1 - 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 or grievances which may arise between the parties.

**ARTICLE 2 - RECOGNITION AND DEFINITION**

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

- 2.02 (a) "Member" means a person appointed in the service of the Halton Regional Police Service in a civilian capacity, save and except those members defined as Senior Officers according to the Police Services Act.
- (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 Services;
- (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) "Spouse" for the purposes of Article 16.01 means:
- (i) a man or a woman who are married to each other; or
  - (ii) a man or woman who are not married to each other and have co-habited,
    - a) continuously for a period of not less than one (1) year; or
    - b) in a relationship of some permanence, if they are the natural or adoptive parents of a child.
- (g) Wherever applicable, the singular number shall include the plural and the masculine gender shall include the feminine.
- (h) "Mutatis Mutandis" (Ref: 14.11) means "with the necessary changes in detail, meaning that matters or things generally the same, but are to be altered when *necessary*." (Robert Grey - Legal Services)
- (i) "Court Time" (Ref: 9.04) 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.
- (j) "Loco Parentis" (Ref: 13.01) means "in the place of a parent, [a person] charged with a parent's rights and duties."
- (k) "Region" (Ref 11.05) means the Regional Municipality of Halton.
- (l) "Seniority" means the length of continuous service as a civilian member with the Halton Regional Police Service.
- (m) "Volunteer" means a member of the public who donates time without monetary compensation.
- (n) "Rotating Shift" refers to the process of changing shifts on a regularly scheduled basis. This shall include shift schedules defined in Articles 8 and 26.02. (P. 8 et P. 24)
- (o) Continuing Full-Time: this category consists of those individuals appointed by the Police Services Board to an authorized position within *the* Service, where the determined number of hours to be worked is equal to or greater than thirty-five (35) hours per week.
- (p) Continuing Part-Time: this category consists of those individuals appointed by the Police Services Board to an authorized position within the Service, where the determined number of hours to be worked is less than thirty-five (35) hours per week. This category consists primarily of members who are involved in job sharing.
- (q) Temporary Full-Time: this category consists of those individuals who have not been appointed by the Police Services Board, but are employed by the HRPS on a contractual basis for a determined number of hours per week that is greater than or equal to thirty-five (35) hours.

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Temporary Part-Time: this category consists of those individuals who have not been appointed by the Police Services Board, but are employed by the HRPS on a contractual basis for a determined number of hours per week that is less than thirty-five (35) hours.

- (s) Temporary **As** Required: this category consists of those individuals who have not been appointed by the Police Services Board, but *are* employed by the HRPS on a contractual basis without a determined number of hours attached to the contract. These individuals receive specific requests to work as the need arises. There is no guarantee of hours associated with their employment contracts.

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 3 - 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 Article 3.01 paragraph (b) and (c) unfairly or unjustly or in a discriminatory manner 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 Arbitration Commission as prescribed by the Police Services Act,

### **ARTICLE 4 - ASSOCIATION MEMBERSHIP**

105 4.01 All members shall be eligible for membership in the Association in accordance with the provisions of the Police Services Act and Regulations 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.

100 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 classification; 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.

1E) 4.05 For administrative purposes, the Association shall be notified of all contractual employees hired by the Police Service and shall be provided with the title of the position, 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.

#### **ARTICLE 5 - 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 6 - ASSOCIATION REPRESENTATION**

6E) 6.01 The Association shall name, appoint or otherwise select a Negotiating Committee. The Committee shall consist of the President of the Association, the Administrator of the Association, three (3) Uniform members and three (3) Civilian members.

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

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 co-operate with one another in the administration of this Agreement.

#### **ARTICLE 7 - GRIEVANCE PROCEDURE**

7.01 Subject to those matters governed by the Police Services Act, any difference between the parties concerning the interpretation, application, administration or alleged violation of the provision of this Agreement, shall be dealt with in accordance with the following articles listed below.

7.02 (a) When a member has a complaint or alleges there has been a violation of the collective agreement, he or she shall forthwith convey to his or her immediate supervisor and/or manager, if appropriate, orally or in writing, all facts relative to the complaint. At the request of the member, an Association representative may attend at this stage. The member and the supervisor shall make every attempt to resolve the problem at this preliminary stage. The supervisor and/or manager shall respond to the member's complaint within ten (10) days. The Association shall also be notified of this response, if the complaint is resolved. The member shall have no right of procedure unless he or she has first attempted to resolve the difference by this preliminary procedure, subject to Article 7.08.

- (b) Where in the opinion of the member, it would *be* inappropriate for the immediate supervisor to deal with the said complaint referred to in 7.02(a) above, the member may contact the supervisor's immediate supervisor to deal with the complaint. The member may be accompanied by a representative of the Association in this instance.

7.03 If the member and his/her supervisor fail to resolve the complaint to the satisfaction of the member, or if the supervisor fails to discuss, acknowledge, or otherwise deal with the complaint, the member may invoke the following procedure in an attempt to remedy the grievance.

**Step 1:** A member filing an individual grievance shall reduce his/her complaint to writing using the Grievance Form and shall submit it to the Senior Officer and/o Manager in charge of the Division or Unit within sixty (60) working days of the alleged violation or of the date the issue was first brought to the attention of the Association.

When a policy issue is brought to the attention of the Association, a complaint on the issue shall be reduced to writing using the Grievance Form and shall be submitted to the Senior Officer and/or Manager in charge of the Division or Unit within sixty (60) working days of the date the issue was first brought to the attention of the Association.

A Senior Officer and/or Manager shall meet with the aggrieved member(s) who may be accompanied by a representative of the Association at this step or shall meet with the Association in the case of a policy grievance. The Senior Officer and/or Manager shall render a written decision within ten (10) days following such meeting.

**Step 2 (a)** If no satisfactory settlement is reached to the written grievance, at Step 1, the aggrieved member(s) or an Association representative may within ten (10) days of receipt of the response at Step 1, submit the grievance to the Chief of Police (or designate), or to the Board. The Chief (or designate), or the Board as the case may be, shall fix a time within the next five (5) weeks, at which time the Chief of Police (or designate), or the Board, shall convene a meeting with the grievor, an Association representative(s) and a management representative(s) to hear the submission in an attempt to resolve the grievance. The Chief of Police (or designate), or the Board, shall render a written decision within ten (10) days following such meeting. The Board may exercise its right to direct the Chief of Police (or designate), to hear the grievance.

- (b) The following information relative to Step 1, if requested: shall be provided by the Association to the Chief of Police (or designate), or the Board, prior to the meeting.

- (i) All relevant documentation from previous steps;
- (ii) Decisions from previous steps;
- (iii) Synopsis of the issue in dispute

**Step 3 (a)** If no settlement is reached at Step 2 of the grievance procedure, either party may notify in writing, of its intention to submit the grievance to conciliation as provided by the ~~Police Services Act~~, within twenty (20) days of receipt of the written decision of the Chief of Police or the Board, as the case may be.

- (b) If no settlement is reached via conciliation, either party may notify the other in writing, of its intention to submit the grievance to arbitration within twenty (20) days of receipt of the conciliation officer's report, verifying no agreement was reached via conciliation.

The notice shall include:

- (i) the statement of the grievance and the settlement desired;
- (ii) submission on whether the grievance shall be heard by one Arbitrator, or a three person Board of Arbitration;
- (iii) the names of one or more proposed arbitrators.

- (c) The Board shall indicate whether it accepts the Association's submission on whether a single or three person board shall be used.
- (d) If the parties agree to use a three person board, but cannot agree on a Chair, the parties shall request the Solicitor General to appoint the Chair.
- (e) If the parties agree to use a single Arbitrator, but are unable to agree on a joint appointment, the parties shall request the Solicitor General to appoint the Arbitrator.

7.04 The decision at each step above shall be final and binding upon the Board and the Association and upon the aggrieved member affected by it, unless a subsequent Step is taken within the times herein limited.

7.05 No matter may be submitted to arbitration which has not been properly processed through all previous steps of the grievance procedure. However, the parties may at any stage agree to omit one or more stages of the grievance procedure, as long as such omission does not contravene the Police Services Act. The Chief of Police (or designate), or the Board may waive Step 2 of the grievance procedure, if so desired.

7.06 Any time limit herein contained may be extended by mutual consent.

7.07 The word "days" in this article means Calendar days, exclusive of Saturdays, Sundays, Statutory holidays and the period of the grievor's vacation.

7.08 (a) Either party to this Agreement may lodge a grievance in writing, where a difference between the parties concerns the interpretation, application or administration of this Agreement, or where an alleged violation affects:

- (i) more than one member; -or,
- (ii) the interests of either party to this Agreement,

(b) The grievance process may be initiated by either party on behalf of the aggrieved member(s) or the party concerned, as the case may be.

7.09 An arbitrator shall be appointed pursuant to the provisions of the Police Services Act, as amended.

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

## **ARTICLE 8 - HOURS OF WORK**

8.01 (a) The normal hours of work for members shall be seven (7) hours per day and five (5) days per week. A one (1) hour unpaid lunch period will be allowed, subject to the exigencies of the service, after approximately three (3) hours or four (4) hours of work. A ten (10) minute work break will be allowed at approximately the mid-point of the work periods before and after the lunch period.

2/1/95



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

8.02 Each member shall be allowed two (2) consecutive days off subject to the exigencies of the service.

8.03 Subject to the exigencies of the service, individual member's shift schedule shall not be changed unless forty-eight (48) hours notice is given in writing, or unless agreed to by the member and the Chief of Police or a Deputy Chief of Police or the Senior Officer then in charge of the service.

8.04 Members who do not receive the lunch period as provided in Clause 8.01 shall be compensated for the time at time and one-half(1-1/2) the normal hourly rate.

8.05 Changes to shift schedule arrangements shall be agreed between the Chief of Police and the Association Executive subject to the exigencies of the service.

8.06 Members may voluntarily exchange shift or days off member for member subject to the exigencies of the service. The substitution in shifts one for another shall not exceed one double shift in a forty-eight (48) hour period. The reciprocal arrangement shall be approved by the supervisor of each member and approval does not include overtime pay for the members normal hours of work. The members shall be responsible toward 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 seven (7) hours duty, not necessarily of the members choice within a thirty (30) day period.

## **ARTICLE 9 - 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, 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) Overtime shall be computed monthly and shall be paid in the month following except as set out in (b) below.

(b) A member may request time off in lieu of overtime pay at the rate of time and one half (1 1/2), provided the maximum hours accumulated at one time shall not exceed forty two (42) hours. The time taken shall be at a time approved by the Chief of Police or designate and shall be cleared by November 30th.

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

9.03 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 three (3) hours pay at time and one-half (1-1/2) the regular prorated hourly rate.

- 9.04 (a) 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 a 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.
- (b) Normal reporting time shall be one-half (1/2) hour before the start of Criminal Court and the court starting time for other courts.
- (c) 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.
- (d) 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.
- (e) 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, 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 pro-rated 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.

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Effective January 1, 2001 when a member is recalled from their annual vacation to attend court or for any other duty, they shall be credited with 8 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 eight (8) 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, shall be forfeited to the Halton Regional Police Service.
- 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 the point of departure.

**ARTICLE 10 - DESIGNATED HOLIDAYS**

10.01 The following days shall be recognized as holidays, and members will be paid one (1) normal day's pay for each holiday, provided the member is at work on the normally scheduled working day immediately preceding or immediately following the holiday, unless absent for a bonafide reason, in which case the Chief of Police may exercise discretion in granting the pay. If any of these days fall on a Saturday or Sunday, the Friday preceding or the Monday following shall be designated as the holiday.

12/20

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

- 10.02 When a member is required to work on a designated holiday, the member will be granted another day from work in lieu thereof, at a time approved by the Chief of Police or designate.
- 10.03 If a designated holiday occurs during a member's vacation period, the member will be granted another day from work in lieu thereof, at a time approved by the Chief of Police or designate.
- 10.04 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 in addition to their 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 15th. Such accumulation shall not exceed five (5) designated holidays in each year.
- 10.05 All Members may accumulate three (3) days of designated holidays on request for special circumstances and considerations not covered by this agreement.
- 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 (1) day for each completed month of service in the year.
- 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 11 - SICK LEAVE CREDIT PLAN**

- 11.01 (a) Members, who had vested rights as of October 1, 1979 according to the provisions of the collective agreement which expired on December 31, 1978, shall have the number of days to their credit determined by the terms of the Agreement which expired on 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 to 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 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 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, full time 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.
- 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 occurs first, reporting the 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 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 there from
- 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 Workplace Safety and Insurance Board 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 Workplace Safety and Insurance Board Compensation.
- 11.05 For all amounts which the Board or the Region, 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 chooses-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 Employees may not claim benefits under the provisions of Article 11.02 if any of their absences result from illness or injury for which the employee is entitled to Workplace Safety and Insurance benefits, arising out of the performance of work for gain for any other employer.

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 12 - ANNUAL VACATIONS**

12.01 The vacation year shall be from January 1st to December 31st of each calendar year, inclusive.

12.02 An employee shall earn vacation leave credits with pay at the following rate for each month during which the employee receives pay for at least ten (10) days:

# de semaines	# de jours
2	1
3	3
4	10
5	16
6	22
7	30

- (a) one (1) day per month to a maximum of ten (10) days / two (2) weeks until the year in which the employee's third (3rd) anniversary of continuous service occurs: *2 after 1*
- (b) one and one-quarter (1 1/4) days per month to a maximum of fifteen (15) days / three (3) weeks until the year in which the employee's tenth (10th) anniversary of continuous service occurs; *3 after 10*
- (c) one and two-thirds (1 2/3) days per month to a maximum of twenty (20) days / four (4) weeks until the year in which the employee's sixteenth (16th) anniversary of continuous service occurs; *4 after 16*
- (d) two and one-twelfth (2 1/12) days per month to a maximum of twenty-five (25) days / five (5) weeks until the year in which the employee's twenty-second (22nd) anniversary of continuous service occurs; *5 after 16*
- (e) two and one-half (2 1/2) days per month to a maximum of thirty (30) days / six (6) weeks until the year in which the employee's twenty-sixth (26th) anniversary of continuous service occurs; *6 after 22*
- (f) two and one-half (2 1/2) days per month to a maximum of thirty (30) days / six (6) weeks plus one (1) additional day until the year in which the employee's twenty-seventh (27th) anniversary of continuous service occurs; *6 + 1 day after 26*
- (g) two and one-half (2 1/2) days per month to a maximum of thirty (30) days / six (6) weeks plus two (2) additional days until the year in which the employee's twenty-eighth (28th) anniversary of continuous service occurs; *6 + 2 after 27*
- (h) two and one-half (2 1/2) days per month to a maximum of thirty (30) days / six (6) weeks plus three (3) additional days until the year in which the employee's twenty-ninth (29th) anniversary of continuous service occurs; *6 + 3 after 28*
- (i) two and one-half (2 1/2) days per month to a maximum of thirty (30) days / six (6) weeks plus four (4) additional days until the year in which the employee's thirtieth (30th) anniversary of continuous service occurs; *6 + 4 after 29*
- (j) after 30 years of service, two and one-half (2 1/2) days per month to a maximum of thirty (30) days / six (6) weeks plus five (5) additional days; *6 + 5 days after 30.*

*2 changements fait par Michael. 15 mars 2003 126 et 1264*

12.03 When a member retires consistent with the terms of OMERS, regardless of the date of retirement within the year, he/she will receive full annual vacation entitlement for the calendar year in which he/she retires.

- (a) ,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 18 – Seniority shall be the governing factor.

12.04 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 days of scheduled vacation thereafter, as verified by the member's 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 13 - 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, the 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.

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Effective April 1, 2000, 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 four (4) 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 the death of a member's daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandfather or grandmother, one (1) day shall be granted for attendance at the funeral.

Effective April 1, 2000, in the event of the death of a member's son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandfather or grandmother, two (2) days shall be granted for attendance at the funeral.

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

### **ARTICLE 14 - LEAVE OF ABSENCE - ASSOCIATION BUSINESS, PREGNANCY, PARENTAL AND OTHER**

14.01 (a) **Leave of Absence for President of Association**

The President of the Association may be granted leave with pay subject to the approval of the Chief to conduct the affairs of the Association in the following circumstances and under the following terms and conditions:

- i to replace the Halton Regional Police Association Administrator during the Administrator's Annual vacation and other leave of the Administrator limited to a maximum of Four (4) weeks per year;

- ii the Association shall reimburse the Board for all costs associated while on leave from the Service (Salary, benefits, pension);
- iii the Association shall provide as much notice to the Board as possible, but in any event, such notice shall be at least fifteen (15) days.

- 14.02 (a) A maximum of two (2) members will be granted leave of absence without loss of pay to attend Police Association of Ontario Annual Convention. The amount of such leave shall not exceed a total of ten (10) working days for all two (2) 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 without loss of pay, five (5) days to attend Canadian Police Association Conference.
- (c) The number of members and number of days leave granted, subject to the above limitations, shall be determined by the Association.

- 14.03 (a) The following leaves of absence, without loss of pay may be granted subject to the needs of the Service and the approval of the Chief of Police or his/her designate:

**Police Association of Ontario Labour Conference**

President two (2) days leave  
 One Director two (2) days leave

**Canadian Police Association Executive Board Meeting**

President two (2) days leave  
 Chair two (2) days leave

Notice for the above leaves shall be at least fifteen (15) days.

- (b) If members are not scheduled to work, they shall attend events on their own time.

- 14.04 (a) Three (3) members of the Association shall be granted leave of absence without loss of pay to attend Quarterly Executive Meetings of the Police Association of Ontario, provided such leave does not exceed a maximum of 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.

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- (b) The number of days leave granted, subject to the above limitation, shall be determined by the Association.

- 14.05 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:**

14.06(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, in accordance with the following provisions:

(b) Pregnancy leave shall be administered in accordance with Part XI of the Employment Standards Act of Ontario as amended. A member commencing such leave who is in receipt of E.I. pregnancy benefits pursuant to s.30 of the Employment Insurance Act Regulation 57(14) shall be paid a supplemental benefit in an amount which with her E.I. pregnancy benefit brings her compensation to 75% of her regular weekly earnings. Such payment shall commence following completion of the 2 week employment insurance waiting period and shall continue while the employee is absent on Pregnancy Leave and is in receipt of such E.I. benefit for a maximum period of 15 weeks. In respect to the two (2) week E.I. waiting period, the member shall be paid 75% percent of her regular weekly earnings. To determine entitlement for supplemental benefits, the employer will verify that the employee is in receipt of E.I. benefits by requesting the employee to submit a copy of her benefit entitlements.

(c) 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;

(d) 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 members gives written notice prior to the leave that she will not pay the employee's share.

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

(f) 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.

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**Parental Leave:**

14.07 (a) Parental Leave without pay shall be granted in accordance with the Employment Standards Act of Ontario as amended, for a period not to exceed up to 18 weeks.

(b) Seniority shall continue to accrue during parental leave.

(c) During the Parental 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.

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**Extended Parental Leave:**

14.08 (a) An extension of parental leave beyond the minimum requirements of the Employment Standards Act may be granted to members subject to the exigencies of the Service. Such period of leave shall not exceed one (1) year including the initial period of pregnancy and parental leave.



(b) An extension of parental leave beyond the minimum requirements of the Employment Standards Act shall be at no cost to the Board.

(c) Seniority shall continue to accrue during extended parental leave.

14.09 Member's on Parental Leave or Extended Parental Leave may make pension contributions for the period of time of their leave of absence in accordance with the OMERS Act and Regulations.

14.10 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."

14.11 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.

14.12 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.

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14.13 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. *seems as if done that*

### Leaves of Absences:

14.14 An Extended Leave of Absence may be granted by the Board 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.

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(i) All Leaves of Absence 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 15 - SALARY RATES AND SHIFT PREMIUMS**

- 15.01 (a) The annual salary for each member of the Service, for the current year, shall be in accordance with Schedule "A". A member shall progress to the next salary level in accordance with Schedule "A", providing their performance and efficiency have proved satisfactory to the Chief of Police. In the event the member is not recommended, they will be notified within thirty (30) days after the date that they became eligible to progress to the next salary level, of the reason thereof, and will not be held back for a period exceeding twelve (12) months after their eligibility.
- (b) The members acknowledge and agree that as of December 31st of each year, if they are paid accurately and consistently in accordance with the pay methodology outlined below, each member will have been fully paid their regular annual salary for their services under this collective agreement.

Given that neither the total annual regular hours of work nor the total number of pay days is constant in every year, the parties agree to compute and pay bi-weekly, daily and hourly rates in the following manner commencing January 1, 1996:

Bi-Weekly Rate = In any year where there are twenty six (26) pays, the annual salary shall be divided into equal pays using the divisor 26.0. In any year where there are twenty seven (27) pays, the annual salary shall be divided into equal pays using the divisor 27.0.

Daily Rate = The daily rate shall be determined by dividing the annual salary by 260.89.  
Hourly Rate = The hourly rate shall be determined by dividing the daily rate by eight (8) for uniform members and seven (7) for civilian members

It is agreed that the daily and hourly rates are *not* to be used for calculating the regular bi-weekly salary, except for members who start or end their employment during a bi-weekly period. The daily and hourly rates will be utilized only for determining the payment amount of entitlements that are paid on a daily or hourly basis, such as statutory holidays, overtime, court time, missed lunches, pay duty, etc.

Members who commence their employment during a bi-weekly pay period shall be paid, on their first pay date, the number of actual days worked during that period multiplied by the daily rate. Members who terminate their employment for any reason at any time during the year other than on December 31st shall have their last pay calculated to reflect the actual number of days worked in that calendar year.

Any member terminating employment after the final (either the 26th or 27th) pay of the year has been received shall not receive any other pay as he/she will have been paid his/ her full annual salary in accordance with Schedule A of the collective agreement. Other entitlements under the collective agreement, such as overtime court time, missed lunches, etc. would continue to exist.

- 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 the following shift premiums:

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(a) A premium of thirty cents (\$.30) per hour for a shift commencing at 4:00 p.m. or thereabouts and extending to 12 midnight;

(b) A premium of thirty-nine cents (\$.39) per hour for a shift commencing at 12 midnight or thereabouts and concluding at 8:00 a.m. *11C2  
.39/hour*

1103 (a) Whenever a member is required to assume the responsibilities of a higher job classification within the meaning of this Agreement, the member shall be paid at the salary for the higher job classification from the first day on which they assume responsibilities.

(b) Salary for the purposes of 15.03(a) shall be calculated and paid on a bi-weekly basis, based on the salary of the higher paid position.

1104 15.04 If the Board, during the term of this Agreement, establishes any additional positions or job classifications that are not covered by the Agreement, such positions or job classifications will be established by the Board after consulting the Association.

1104 15.05 Civilian members reclassified to a position in a higher salary grade will not suffer a loss in salary. Civilian Members promoted or reclassified to a position in a higher level shall be paid no less than fifteen hundred dollars (\$1,500.) more than their salary prior to promotion or reclassification.

## ARTICLE 16 - GROUP BENEFITS AND INSURANCE

### **Members Benefits:**

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.

Effective April 1, 2000, an Extended Health Plan covering drugs with the voluntary use of generic drugs and a dispensing fee cap of \$8.00, 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 with a minimum coverage of seventy-five thousand dollars \$75,000, plus an identical amount for accidental death and a dismemberment benefit as per schedule. The Board will 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 #9 or equivalent including Rider #2, with the most current O.D.A. fee schedule in effect at the time of treatment, being applied. Orthodontic Rider #3 will be provided at fifty per cent (50%) co-payment (co-insurance) with a two thousand (\$2,000) lifetime maximum per member and each dependent. Rider 4 Restorative Services providing Caps and crowns with eighty percent (80%) co-payment (co-insurance) with a one thousand dollar (\$1,000) maximum per year per member and each dependent.

Effective January 1, 2001, the recall period for adults will increase to 9 months and the lifetime maximum for orthodontic coverage will increase to two thousand five hundred (\$2,500) per member, spouse and each.

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

Effective April 1, 2000, coverage will increase to two hundred dollars (\$200) 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 years disability, one of these being from a physician of the Employer's choice, in addition to any other certificates required by the plan.

Effective April 1, 2000, the monthly maximum will increase to five thousand five hundred dollars (\$5,500).

- (f) Effective January 1, 2001, chiropractic coverage will be provided to members, their spouses and dependents at an OHIP equivalent per visit rate and an annual maximum of \$300 after OHIP has been exhausted.

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

16.03 (a) 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.

(b) The employee's share of the Employment Insurance premium Reduction Program will be retained by the employer towards offsetting the current and continuing costs of benefits provided under this Agreement.

16.04 A Survivor's Pension will be provided to the survivor of a member who dies as a result of the performance of their duties. This pension will provided one hundred percent (100%) of the member's gross salary at the time of death. The Survivor's Benefits will include other benefits received such as OMERS pension and Workers' Safety and Insurance benefits. The pension will be provided for a maximum period of five (5) years or until the survivor remarries or the equivalent.

16.05 Effectivewith the signing of this agreement, benefits under 16.01 (a), (c), (d), and (f) will be provided to a members spouse and dependents for a period of one (1) year following the members death.

### **Retiree Benefits:**

16.06 For those members retiring prior to May 2, 1989 in accordance with OMERS early retirement provisions, the Board agrees to provide coverage under the extended health care plan to the same extent as provided to active members in accordance with Article 16.01(a).

Coverage will include 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.

The coverage will be provided to Ontario residents as follows:

- (a) to members who retire at age *sixty* (60), Extended Health Plan premiums ~~will~~ be at the cost of the Board;
- (b) to members who retire ~~with~~ at least thirty (30) years of service, Extended Health Plan premiums will be at an equal cost sharing between the Board and the retired member until age *sixty* (60) after which the premiums will be at the full cost of the Board; and,
- (c) payment of Extended Health Plan premiums 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 the member reaches age *sixty-five* (65), whichever occurs first.

16.07 For those members retiring between May 2, 1989 and December 31, 1991 in accordance with OMERS early retirement provisions, the Board agrees to provide coverage under the Extended Health Plan to the same extent as provided to active members in accordance with Article 16.01(a).

Coverage will include 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.

The coverage will be provided to Ontario residents as follows:

- (a) to members who retire at age *sixty* (60), Extended Health Plan premiums will be at the cost of the Board;
- (b) to members who retire with at least thirty (30) years of service, Extended Health Plan premiums will be at the cost of the Board to a maximum of one thousand, two hundred dollars (\$1,200.00) until age *sixty* (60) after which the premiums will be at the full cost of the Board; and,
- (c) payment of Extended Health Plan premiums 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 the member reaches age *sixty-five* (65), whichever occurs first.

16.08 Effective January 1, 1992, members who retire consistent with the terms of OMERS ~~will~~ be provided with the following benefits and the premiums for these benefits will be at the full cost of the Board:

- (a) Extended Health Plan covering drugs, nursing care, hospital expenses, ambulance service and supplies, accidental and emergency treatment, etc. with an annual deductible of ten dollars (\$10.00) payable by the member;
- (b) Extended Health Plan benefits shall also be provided for paramedical coverage which includes the following:
  - (i) chiropractor, osteopath, podiatrist, chiropodists to a maximum benefit of three hundred dollars (\$300.00) per benefit year;
  - (ii) audio-hearing aids to a maximum benefit of three hundred dollars (\$300.00) every three (3) years;
- (c) a dental plan, Liberty Health #9 or equivalent, the O.D.A. fee schedule to be the current year, orthodontic rider with 50% reimbursement, two thousand dollar (\$2,000.00) lifetime maximum per member and each dependent, and Rider #4, caps and crowns with 80% reimbursement, one thousand dollar (\$1,000.00) maximum per year per member and each dependent from retirement to age *sixty-five* (65) or for a period of ten (10) years, whichever occurs first;

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- (d) vision care for members and dependents to a maximum of two hundred dollars (\$200.00) per twenty-four (24) month period from retirement to age sixty-five (65) or for a period of ten (10) years, whichever occurs first;
- (e) coverage for the benefits in (a) through (d) will be provided to members and their spouse from the date of the member's retirement until the date the member reaches age sixty-five (65). Should the member die before age sixty-five (65), the surviving spouse will continue to receive the benefits until such time as the deceased member would have reached age sixty-five (65) or until the surviving spouse remarries, whichever occurs first.

**ARTICLE 17 - PENSIONS**      1301

- 17.01 All members shall participate in the Ontario Municipal Employees Retirement System (OMERS) basic pension plan (NRA 65) which shall be administered consistent OMERS rules and regulations. The Board and each member shall contribute the amount required under the OMERS legislation and regulations. Eligible earnings shall not include overtime or court time .
- 17.02 Supplementary OMERS plans previously in effect shall continue
- 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 plan referred to shall be administered consistent with the rules and regulations of the OMERS Pension Plan.

**ARTICLE 18 - SENIORITY, LAYOFF AND RECALL**

- 18.01 Insofar as the members covered by this 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.
- 18.02 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 leave ~~of~~ absence granted and recognized by the Board or the Chief of Police.
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18.03 Where the Board has made a decision to reduce the complement of the Service and such reduction of personnel cannot be accommodated through attrition and 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.
- 18.04 The Board is to endeavour to give as much notice of lay-offs as possible to the members affected after consultation with the Police Association.
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18.05 A member shall retain rights for a period of twelve (12) months following layoff. 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 severed 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.
- 18.06 The use of volunteers will not result in the lay-off or termination of any bargaining unit members of the Service.

## **ARTICLE 19 - PERSONNEL FILES**

19.01 A member may inspect his/her personnel 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 20 - 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.

Effective upon ratification, the allowance amounts shall be increased to breakfast - \$6.50; lunch - \$8.50; dinner - \$12.50,

20.02 Where 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.

Effective upon ratification, the allowance amounts shall be increased to breakfast - \$6.50; lunch - \$8.50; dinner - \$12.50,

## **ARTICLE 21 - CLEANING ALLOWANCE**

21.01 The Board will supply thirty-five (35) cleaning chits per year for the cleaning of uniforms if applicable, and two (2) chits per year for the cleaning of parkas or overcoats, if applicable. A cleaning outlet designated 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 22 - SERVICE AND FITNESS RECOGNITION**

22.01 A Service Bar shall be granted to a member for each period of five (5) continuous years of service.

22.02 (a) A Member hired prior to May 2, 1989 shall receive service pay of seventy-five (\$75.00) dollars per bar, payable on the first pay period in December, if the member is on staff on the first pay period in December.

(b) A member hired on or after May 2, 1989, shall receive fitness pay of eighty-five (\$85.00) dollars per bar payable on the first pay in December provided that he/she met the fitness standard for the average Canadian according to the Canadian Fitness Standards at least once during the year and is on staff on the first pay of December.

22.03 All members currently receiving service pay have a one time option to receive fitness pay.

**ARTICLE 23 - JURY DUTY**

23.01 A member required to serve as a juror shall receive their regular salary for each normal work day absent for jury duty. Monies received from the Court by the member shall be paid to the Board.

**ARTICLE 24 - PROBATION**

24.01 A new member appointed to a position shall be on a probation for a period of time as follows:

- (a) Communications and Computer Services Personnel 12 months
- (b) Records Clerk 9 months
- (c) All other classifications covered by this Agreement 6 months

24.02 The employment of a probationary member may be terminated at any time, and such termination shall not be subject to grievance provided herein, or any other appeal,

24.03 A member applying for another position, accommodated into another position, or who is placed into another position covered by this agreement shall be on probation for a period of six (6) months from the date of appointment to the new position. On satisfactory completion of such probationary period and on the recommendation of the Chief of Police, the member shall be confirmed in the new position. If not satisfactory, the member shall be returned to the former position, if it still exists, without loss of seniority. If the former position no longer exists, the Board shall endeavour to find another position for the employee.

**ARTICLE 25 - POSTING OF VACANCIES**

25.01 When job vacancies occur, or new jobs are created, a notice thereof shall be posted for ten (10) calendar days in every police building.

**ARTICLE 26 - COMPRESSED WORK SCHEDULE**

26.01 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 shall apply equally to all members. The amended articles are indicated in brackets in bold.

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**Hours of Work:**

26.02 (a) The normal hours of work for members shall be ten and one half (10 1/2) hours per day, worked on two (2) consecutive day shifts followed by two (2) consecutive night-shifts. Two (2) unpaid lunch periods of forty-five (45) minutes duration each will be allowed, subject to the exigencies of the 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. A ten (10) minute work break will be allowed in each period of six (6) hours. (8.01a)

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- (b) Starting times shall be adjusted so that the night shift and day shift work an equal number of hours on the changeover to Daylight Saving from Standard Time and vice versa. (8.01b)
- 26.03 (a) Due to the fact that under the 12-hours shift system, a member works an average of 42 hours per calendar week, a bank of 104 hours of "Accrued Time" is earned over the period of a year. This Accrued Time must be taken as time off by December 31. For the purpose of controlling the Accrued 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 a 7 hour per day, 35 hour week.
- (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 8.06.
- 26.04 For those members transferred at any time during the calendar year, the hours of accumulated time shall be calculated on an individual basis.
- 26.05 Members may voluntarily exchange shifts or days off member for member, subject to the exigencies of the service. The 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 Supervisor of each member, and 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 ten and one half (10 1/2) hours duty, not necessarily of the member's choice, within a thirty (30) day period. (8.06)

### **Overtime:**

- 26.06 A member may request time off in lieu of overtime pay at the rate of time and one-half (1 1/2), provided the maximum hours accumulated at one time shall not exceed forty-two (42) hours. Time taken shall be at a time approved by the Chief of Police and shall be cleared by November 30th in the current year. (9.02b)

### **Designated Holidays:**

- 26.07 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 seven (7) hours per Statutory Holiday, and shall be deducted at the rate of ten and one half (10 1/2) hours per shift. In accordance with Article 10.

### **Sick Leave Credit Plan:**

- 26.08 (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 five hundred and twenty-five (525) continuous hours with full pay will be granted to such member. (11.02a)

- (b) Members with five (5) years of continuous service or more will be granted leave of absence up to seven hundred (700) continuous hours. Thereafter, thirty-five (35) continuous hours of leave of absence will be added for each year of continuous service, to a maximum of one thousand five hundred and seventy-five (1,575) continuous hours for members with thirty (30) continuous years of service or more. A member who is on sick leave shall have "Accrued Time" credited at the rate of two (2) hours per calendar week during the duration of illness. (11.02b)
- (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 five (105) hours of active, full time 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. (11.02c)
- (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 fourteen (14) 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. (11.02e)

26.09 Where any period of sickness is more than one hundred and five (105) consecutive working hours, a certificate from the member's personal physician, reporting the 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 one hundred and twenty (120) hours of absence and every subsequent one hundred and twenty (120) hours of absence there from.

**Annual Vacations:**

26.10 For members working a compressed work week, 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 vacation 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).

An employee shall earn vacation leave credits with pay at the following rate for each month during which the employee receives pay for at least ten (10) days:

12b

# San	# Annual
2	3
3	10
4	16
5	22
6	36

- (a) eight (8) hours per month to a maximum of eighty (80) hours until the year in which the employee's third (3rd) anniversary of continuous service occurs;
- (b) ten (10) hours per month to a maximum of one hundred and twenty (120) hours until the year in which the employee's tenth (10th) anniversary of continuous service occurs;
- (c) thirteen and one third (13.33) hours per month to a maximum of one hundred and sixty (160) hours until the year in which the employee's sixteenth (16th) anniversary of continuous service occurs;
- (d) sixteen and two thirds (16.67) hours per month to a maximum of two hundred (200) hours until the year in which the employee's twenty-second (22nd) anniversary of continuous service occurs;

- 12.97
- (e) twenty (20) hours per month to a maximum of two hundred and forty (240) hours until the year in which the employee's twenty-sixth (26th) anniversary of continuous service occurs;
  - (f) twenty (20) hours per month to a maximum of two hundred and forty (240) hours plus eight (8) additional hours until the year in which the employee's twenty-seventh (27th) anniversary of continuous service occurs;
  - (g) twenty (20) hours per month to a maximum of two hundred and forty (240) hours plus sixteen (16) additional hours until the year in which the employee's twenty-eighth (28th) anniversary of continuous service occurs;
  - (h) twenty (20) hours per month to a maximum of two hundred and forty (240) hours plus twenty-four (24) additional hours until the year in which the employee's twenty ninth (29th) anniversary of continuous service occurs;
  - (i) twenty (20) hours per month to a maximum of two hundred and forty (240) hours plus thirty-two (32) additional hours until the year in which the employee's thirtieth (30th) anniversary of continuous service occurs;
  - (j) after 30 years of service, twenty (20) hours per month to a maximum of two hundred and forty (240) hours plus forty (40) additional hours;
  - (k) When a member retires consistent with the terms of OMERS, regardless of the date of retirement within the year, he/she will receive full annual vacation entitlement for the calendar year in which he/she retires.
  - (l) 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 18 – Seniority shall be the governing factor.
  - (m) 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 days of scheduled vacation thereafter, as verified by the member's physician, shall have their vacation rescheduled to date 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.

### **Bereavement Leave:**

- 26.11 (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-one and one half (31 1/2) hours. 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 person in loco parentis. (13.01a)
- 100/48

Effective upon ratification, 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 forty-two (42) 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. (13.01 a)

- X
- (b) In the event of death of a member's grandmother or grandfather, ten and one half (10 1/2) hours shall be granted for attendance at the funeral. (13 02b)

Effective upon ratification, in the event of a death of a member's daughter-in-law, son-in-law, grandfather or grandmother, twenty-one (21) hours shall be granted for attendance at the funeral.

### **Leave of Absence - Association Business, Pregnancy, Parental & Other:**

#### **26.12 Leave of Absence for President of Association**

The President of the Association may be granted leave with pay subject to the approval of the Chief to conduct the affairs of the Association in the following circumstances and under the following terms and conditions:

- i to replace the Halton Regional Police Association Administrator during the Administrator's Annual vacation and other leave of the Administrator limited to a maximum of four (4) weeks per year;
- ii the Association shall reimburse the Board for all costs associated while on leave from the Service (Salary, benefits, pension);
- iii the Association shall provide as much notice to the Board as possible, but in any event, such notice shall be at least fifteen (15) days.

26.13 Two (2) 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-two (42) 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)

26.14 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-one (21) 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)

26.15 (a) The following leaves of absence, without loss of pay may be granted subject to the needs of the Service and the approval of the Chief of Police or his/her designate:

#### **Police Association of Ontario Labour Conference**

President two (2) days (21 hours) leave  
One Director two (2) days (21 hours) leave

#### **Canadian Police Association Executive Board Meeting**

President two (2) days (21 hours) leave  
Chair two (2) days (21 hours) leave

Notice for the above leaves shall be at least fifteen (15) days.

- (b) If members are not scheduled to work, they shall attend events on their own time.

## Shift Premiums:

- 26.16 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 premium of forty three (\$.43) cents per hour for night shifts commencing at 8:00 p.m. or thereabouts. (15.02)

## ARTICLE 27 - LEGAL INDEMNIFICATION

- 27.01 Subject to the other provisions of this Article and in accordance with *the Police Services Act*, 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, shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charge.
- 27.02 Notwithstanding Clause 28.01, the Board may authorize payment of necessary and reasonable legal costs of a member pleading or being found guilty of an offence described in Clause 28.01, where the court, instead of convicting the accused, grants the member an absolute discharge, provided that the Board accepts the recommendation of the Chief of Police, or designate to make such a recommendation, that the member's actions in the course of performing the member's duties were motivated by an intent to do lawful duty, that such actions do not constitute any of the actions described in Clause 28.03 hereof, and that such indemnification will not in the opinion of the Board reduce respect for law enforcement in Halton Region.
- 27.03 Notwithstanding clause 28.01, the Board may refuse payment otherwise authorized under Clause 28.01 where the actions of the member from which the charges arose amounted to a gross dereliction of duty or deliberate abuse of the member's position.
- 27.04 Where a member is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of the member's duties, the member shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such an action in the following circumstances only:
- (a) Where the Chief of Police is not joined in the action as party, and the Chief of Police does not defend the action on their behalf and of the member as joint tortfeasors 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 the action.
- 27.05 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 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;
- O R**
- (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.

- 27.06 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 designate 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 the Chief of Police or designate and a member of the Association Executive designated for that purpose.
- 27.07 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.
- 27.08 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;
- 27.09 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 of, or pleads guilty to, other charges arising out of the same incident or incidents, but nothing in this clause will disentitle the member to consideration under clause 28.02 hereof.
- 27.10 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.

## **ARTICLE 28 - TECHNOLOGICAL CHANGES**

- 40 28.01 Any significant technological 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 29 - ASSOCIATION NOTICES**

- 29.01 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 30 - JOB SHARING**

- 30.01 The parties agree that Job Sharing shall be administered in accordance with the terms and condition of this Article.
- 30.02 Subject to approval by the Chief of Police or designate and the exigencies of the Service, two continuing members working in the same unit and/or who are fully-qualified for the position members may enter into an agreement to share the duties of one full-time continuing position.
- 30.03 A job share agreement shall be terminated by:
- (a) one of the job share partners accepting an offer of appointment to another position within the Service;
  - (b) resignation or termination of one of the job share partners;
  - (c) approval of a leave of absence (excluding pregnancy/parental leaves), for one of the job share partners;
  - (d) the Chief of Police or designate upon ninety (90) days notice,
- 30.04 Hours of work for a position shall be shared equally by each job sharer. (8.01)
- 30.05 Each job share partner shall receive gross bi-weekly pay based on 50% of the annual salary amount payable to a full-time member at the same classification (Article 15) and shall accrue overtime and court time entitlements in accordance with Article 9 of this Agreement.
- 30.06 Where applicable, premiums shall be paid at 50% of the premium entitlement amount payable to continuing full-time members. (15.02)
- 30.07 Designated holidays shall be accrued at 50% of the total hours of designated holiday entitlement time for continuing full time members. (10.01).
- 30.08 Sick leave entitlement and vacation entitlement shall be accrued at 50% of the overall entitlement. Overall entitlement is determined by years of continuous service, which will not be pro-rated. (11.02, 12.02)
- Vacation shall be selected jointly by the job share partners until the less senior partner has exhausted his/her vacation entitlement. Special circumstances may be considered for approval by the Chief of Police or his/her designate.
- 30.09 Seniority entitlement shall be pro-rated according to the reduced hours of work (18.0)
- 30.10 Benefit eligibility and entitlement is subject to the rules and regulations of the applicable benefit plans and the benefit contract between the Regional Municipality of Halton and the Halton Regional Police Services Board and the carrier.
- 30.11 All Group Benefits premium costs, including insurance, shall be cost shared 50-50 by the employee and the employer. (16.0)
- 30.12 Pension contributions and credits shall be adjusted in accordance with OMERS regulations. (17.01)

- 30.13 Job share employees shall remain members of the Halton Regional Police Association and accordingly shall pay full dues.
- 30.14 Job share employees shall not be permitted to engage in outside employment.
- 30.15 A vacancy to authorized strength created as a result of a job share arrangement, shall be filled via posting or hiring as soon as possible.

### **ARTICLE 31 - POLICE SERVICES ACT**

- 31.01 The Board agrees to provide access to an up-to-date copy of the Police Services Act, which will be provided in each district.

### **ARTICLE 32 – SELF-FUNDED LEAVE**

- 32.01 Self-funded leave is an unpaid leave of absence for educational or sabbatical purposes financed by an employee through the personal deferral of income from previous years.
- 32.02 A self-funded leave of absence may be granted by the Board for purposes not addressed elsewhere in this Agreement for a period of either six or twelve months. It is understood that such leaves of absence will be for the purposes specified in 32.01 above.
- 32.03 All self-funded leaves of absence shall be without cost to the Board.
- 32.04 The Board will maintain all benefits to which the member is entitled pursuant to the provisions of this collective agreement; however, the member shall reimburse the Service for all costs for the maintenance of such benefits.
- 32.05 The member may make pension contributions for the leave of absence period in accordance with OMERS provisions.
- 32.06 A member shall not accumulate seniority while on a self-funded leave but upon return to work at the completion of said leave shall continue with the seniority as accumulated at the commencement of the leave and shall be eligible to receive all benefits for such seniority.
- 32.07 A self-funded leave of absence shall be granted subject to the exigencies of the Service.
- 32.08 A member returning to employment following a period of self-funded leave shall be reinstated to the position the employee held, if it still exists, or to a comparable position if it does not, at no less than the wages earned at the time the leave of absence began.

### **ARTICLE 33 - SPECIAL ALLOWANCE**

- 33.01 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.



## **ARTICLE 34 - TEMPORARY EMPLOYEES**

- 34.01.** Temporary employees are deemed to be other than those members appointed to continuing service with the HRPS. The following categories of temporary employees exist within the Halton Regional Police Service:
- a) Temporary Full-Time - this category consists of those individuals employed by the HRPS on a contractual basis for a determined number of hours per week that is greater than or equal to thirty-five (35) hours.
  - b) Temporary Part-Time - this category consists of those individuals employed by the HRPS on a contractual basis for a determined number of hours per week that is less than thirty-five (35) hours.
  - c) Temporary **As** Required - this category consists of those individuals employed by the HRPS on a contractual basis without a determined number of hours attached to the contract. These individuals receive specific requests to work as the need arises. There is no guarantee of hours associated with their employment contracts.
- 34.02** All temporary employees of the Halton Regional Police Service shall be eligible for membership in the Halton Regional Police Association and the following dues structure will apply:
- a) Category a : Employees shall be required to pay regular Association dues. These dues will be deducted at the applicable Uniform rate.
  - b) Category b & c : Employees shall be required to pay regular Association dues. These dues will be calculated on an hourly basis, based on the applicable Uniform rate.
- 34.03** The following benefits coverage will apply for temporary employees of the Halton Regional Police Service:
- a) Category a : Employees in this category will be entitled to regular benefits. The cost of these benefits will be paid by the Police Services Board.
  - b) Category b & c : Employees in this category will be entitled to regular benefits. The cost of these benefits will be shared equally by the employee and the Police Services Board.
  - c) Those members eligible for benefits in accordance with the rules and regulations of the plan and in accordance with the Article shall sign the prescribed form declaring their request for or their denial of benefits.
- 34.04** Salaries for all categories of temporary employment will be paid on an hourly basis. This hourly rate will be calculated based on the applicable per annum salary of the position to which he or she is assigned.
- a) Temporary employees will be eligible for advancement to the next level in a classification after completing the equivalent of one year's service (1827 hours) in the position to be advanced. Advancement to the next level will be in accordance with Article 25.01 providing the temporary employee's performance and efficiency has proved satisfactory to the Chief of Police.
  - b) An employee who returns to his/her position within ninety (90) days of a break in service, shall accumulate credit for prior service for the purpose of advancement to the next level in the classification. Employee's who do not have a break in service, accumulate credits for advancement in their prior position.

- 34.05 Contractual provisions regarding overtime shall not apply to temporary employees. The applicable sections of the Employment Standards Act will be followed.
- 34.06 Temporary Employees will be paid only for hours worked.
- a) Temporary full-time, temporary part-time and temporary as required employees will not accumulate entitlements for sick days, bereavement leave, or accrued time.
  - b) Employees working a eight (8) hour shift will be granted a one (1) hour unpaid lunch period during their shift (subject to the exigencies of the Service) for a total of seven (7) paid hours of work per shift. Employees working a twelve (12) hour shift will be granted two (2) forty-five (45) minute unpaid lunch periods during their shift (subject to the exigencies of the Service) for a total of ten and one-half (10.5) paid hours of work per shift. These lunch periods are not to be skipped except where exigent circumstances exist.
  - c) A ten (10) minute paid work break is allowed at approximately the mid-point of the work periods before and after the lunch periods.
  - d) Temporary employees who are required to work rotating shifts or a compressed work schedule as part of a regular / ongoing schedule will be entitled to receive a shift premium.
  - e) Those temporary employees who work a shift other than days but are not compelled to do so as part of a regular /ongoing schedule (i.e. Category c - temporary as required) will not be entitled to receive a shift premium for the hours worked.
- 34.07 The following days will be recognized as designated holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day. The applicable sections of the Employment Standards Act will be followed when determining a temporary employee's eligibility to be paid for the designated holiday. Those employees who are contracted to work a full year shall receive a further designated holiday as an unnamed day.
- 34.08 The Police Services Board shall pay vacation entitlement to temporary employees on the following basis:
- a) All temporary employees with less than 5,481 hours of continuous service (equivalent of 3 years) shall receive 4% vacation pay.
  - b) All temporary employees who have 5,481 hours of continuous service (equivalent of 3 years) but less than 18,270 hours of continuous service (equivalent of 10 years) shall receive 6 % vacation pay.
- Service shall be deemed to be "continuous service" on the basis of continuous contract renewals.
- 34.09 Temporary employees are entitled to enrolment in the Ontario Municipal Employees Retirement System (OMERS) according to the rules and regulations set out by this plan.
- a) Temporary members of the Service eligible for enrolment in OMERS will be notified by Human Resource Services once they have met the eligibility requirements.
  - b) Those members eligible for enrolment in OMERS shall sign the prescribed form declaring their request for or their denial of enrolment in OMERS.
- 34.10 Temporary employees will not be eligible for top-up benefits during pregnancy leave.



**RTICLE 35 - DURATION**

3201 This Agreement shall be deemed to have become effective on the first day of July, 1999 and to have remained until the 31st day of December, 2002, 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.


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

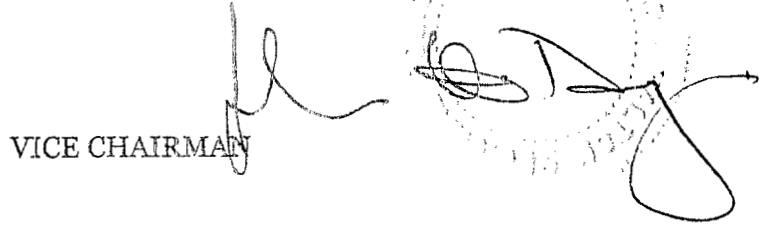
**SIGNED, SEALED AND DELIVERED:**

This 31<sup>st</sup> day of July, 2000

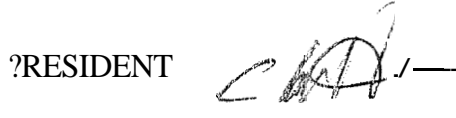
2000, at Oakville  
Province of Ontario

**HALTON REGIONAL POLICE SERVICES BOARD :**

  
CHAIRMAN

  
VICE CHAIRMAN

**HALTON REGIONAL POLICE ASSOCIATION :**

?RESIDENT 

DIRECTOR 

# CIVILIAN COLLECTIVE AGREEMENT

## Schedule A

Effective July 1, 1999

Grade Level	Minimum Job Rate	Step 2	Step 3	Maximum Job Rate
A	23,948 <sup>b</sup>	24,738	25,528	26,318
B	27,940	28,861	29,782	30,703
C	31,930	32,983	34,035	35,087
D	35,921	37,105	38,289	39,474
E	39,911	41,226	42,543	43,858
F	43,903	45,589	46,797	48,244
G	48,151	50,034	51,927	54,091
H	53,344	55,801	57,540	59,937

# CIVILIAN COLLECTIVE AGREEMENT

## Schedule A

### EFFECTIVE JANUARY 1, 2000

Grade Level	Minimum Job Rate	Step 2	Step 3	Maximum Job Rate
A	24,307 <sup>v</sup>	25,109	25,911	26,713
B	28,359	29,294	30,229	31,164
C	32,409	33,478	34,546	35,613
D	36,460	37,662	38,863	40,066
E	40,510	41,844	43,181	44,516
F	44,562	46,273	47,499	48,968
G	48,873	50,785	52,706	54,902
H	54,144	56,638	58,403	60,836

### Effective July 1, 2000

Grade Level	Minimum Job Rate	Step 2	Step 3	Maximum Job Rate
A	24,672 <sup>v</sup>	25,486	26,300	27,114
B	28,784	29,733	30,682	31,631
C	32,895	33,980	35,064	36,147
D	37,007	38,227	39,446	40,667
E	41,118	42,472	43,829	45,184
F	45,230	46,967	48,211	49,703
G	49,606	51,547	53,497	55,726
H	54,956	57,488	59,279	61,749

# CIVILIAN COLLECTIVE AGREEMENT

## Schedule A

### Effective January 1, 2001

Grade Level	Minimum Job Rate	Step 2	Step 3	Maximum Job Rate
A	25,042 <sup>h</sup>	25,868	26,695	27,521
B	29,216	30,179	31,142	32,105
C	33,388	34,490	35,590	36,689
D	37,562	38,800	40,038	41,277
E	41,735	43,109	44,486	45,862
F	45,908	47,672	48,934	50,449
G	50,350	52,320	54,299	56,562
H	55,780	58,350	60,168	62,675

### Effective July 1, 2001

Grade Level	Minimum Job Rate	Step 2	Step 3	Maximum Job Rate
A	25,418 <sup>h</sup>	26,256	27,095	27,934
B	29,654	30,632	31,609	32,587
C	33,889	35,007	36,124	37,239
D	38,125	39,382	40,639	41,896
E	42,361	43,756	45,153	46,550
F	46,597	48,387	49,668	51,206
G	51,105	53,105	55,113	57,410
H	56,617	59,225	61,071	63,615

# CIVILIAN COLLECTIVE AGREEMENT

## Schedule A

Effective January 1, 2002

Grade Level	Minimum Job Rate	Step 2	Step 3	Maximum Job Rate
A	25,799 <i>W</i>	26,650	27,501	28,353
B	30,099	31,091	32,083	33,076
C	34,397	35,532	36,666	37,798
D	38,697	39,973	41,249	42,524
E	42,996	44,412	45,830	47,248
F	47,296	49,113	50,413	51,974
G	51,872	53,902	55,940	58,271
H	57,466	60,113	61,987	64,569

Effective July 1, 2002

Grade Level	Minimum Job Rate	Step 2	Step 3	Maximum Job Rate
A	26,186 <i>W</i>	27,050	27,914	28,778
B	30,550	31,557	32,564	33,572
C	34,913	36,065	37,216	38,365
D	39,277	40,573	41,868	43,162
E	43,641	45,078	46,517	47,957
F	48,005	49,850	51,169	52,754
G	52,650	54,711	56,779	59,145
H	58,328	61,015	62,917	65,538

*New Base Occup.  
Court Document Clerk.*

*14.388 OK*

*SR1  
SR2  
SR3*

*= 1.820 hrs.  
= 16.786/hr.*

**LETTER OF UNDERSTANDING**  
**SECONDMENTS**  
**(New)**

The Chief of Police or designate is responsible, in accordance with the Police Services Act, for the day to day operations of the Service. This includes the right to determine if a temporary vacancy will be staffed and the method by which the position will be staffed. Where a decision has been made to temporarily staff a position that will be vacant for a period longer than **six** (6) months, the Chief of Police or designate will, wherever practicable, second a continuing member to fill the vacancy. Such secondments will be posted and subject to the availability of a member who is evaluated as meeting the minimum qualifications required to perform the duties of the temporary vacancy, as well as the duties of the seconded member's position. Secondments shall also be subject to the exigencies of the Service. The Chief of Police or designate reserves the right, at any time, to second a member *to* fill a temporary vacancy.

Halton Regional Police Services Board:

Halton Regional Police Association:

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
VICE CHAIRMAN

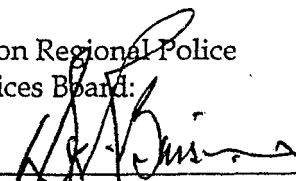
\_\_\_\_\_  
DIRECTOR




LETTER OF UNDERSTANDING  
SECONDMENTS  
(New)

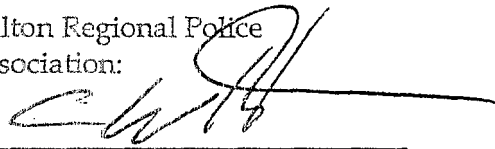
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Halton Regional Police  
Services Board:

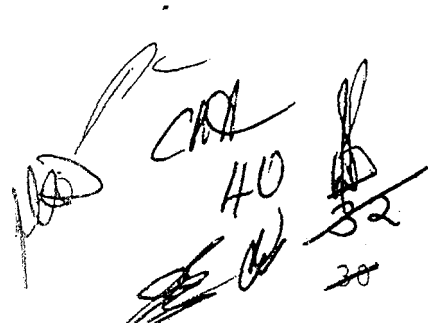
  
\_\_\_\_\_  
CHAIR

  
\_\_\_\_\_  
VICE CHAIR

Halton Regional Police  
Association:

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
DIRECTOR

  
Handwritten notes including initials 'CMA', '40', '32', and '28'.

**LETTER OF UNDERSTANDING  
SENIORITY, LAYOFF & RECALL**

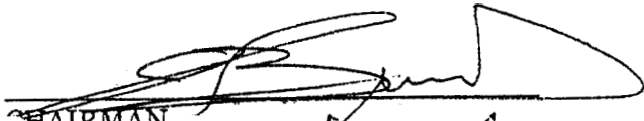
The parties agree there is a need to provide employment security to members, while at the same time, not restrict management in their ability to organize the workplace.

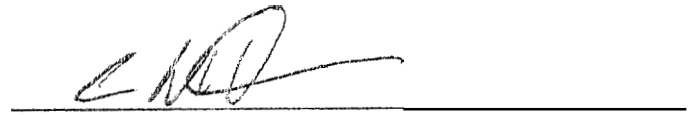
As a result, the parties shall continue to meet to arrive at an understanding on a "bumping" process to be included in the collective agreement.

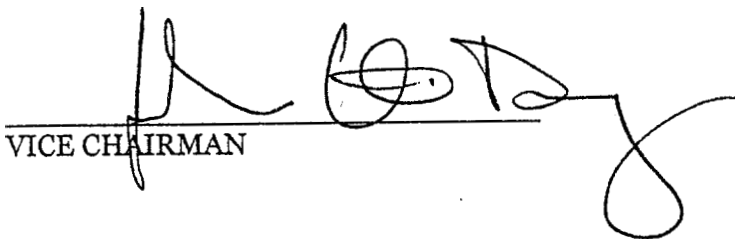
To facilitate the above, a joint committee consisting of HRPB and management representatives shall meet to discuss potential language. If a satisfactory agreement cannot be executed within nine (9) months from signing of the Collective Agreement, that the parties agree to re-open this issue in a formal bargaining environment.


Halton Regional Police Services Board:

Halton Regional Police Association:

  
CHAIRMAN

  
PRESIDENT

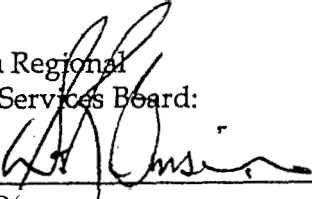
  
VICE CHAIRMAN

  
DIRECTOR

**LETTER OF UNDERSTANDING**  
**MONITORING OF INTERVIEWS**  
(Continued)

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.

Halton Regional  
Police Services Board:

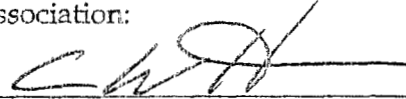


CHAIR



VICE CHAIR

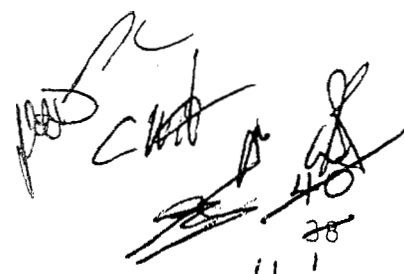
Halton Regional Police  
Association:



PRESIDENT



DIRECTOR



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PS Continuing Civilian Positions and Salary Classification

RECEIVED APR 22 2002

POSITION TITLE	SALARY GRADE LEVEL
Court Documents Clerk - Base Occupation	B
Court Services Clerk	B
Headquarters Receptionist	B
Probation & Warrants Clerk	B
Summons Officer	B
Switchboard Operator	B
Alarm Coordinator, Finance Bureau	C
Court Records Clerk	C
Identification Clerk	C
Purchasing/Stores Clerk	C
Stores Clerk	C
Accounts Payable/Budget Clerk	D
Accounts Receivable/Warrants Clerk	D
Administrative Assistant, CIB	D
Administrative Assistant, Community Services	D
Administrative Assistant, Human Resource Services	D
Administrative Assistant, Training Bureau	D
Building Maintenance Clerk	D
Compensation & Benefits Clerk	D
CPIC Auditor	D
Information/Insurance Clerk	D
Records Classifier	D
Records Information Clerk	D
Records Verifier	D
Administrative Assistant, Districts	E
Administrative Assistant, Human Resource Services	E
Administrative Assistant, Intelligence Bureau	E
Administrative Assistant, Professional Standards	E
Administrative Assistant, RCID	E
Communicator	E
Coordinator, Firearms Registration	E

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**RRPS Continuing Civilian Positions and Salary Classification**

<b>POSITION TITLE</b>	<b>SALARY GRADE LEVEL</b>
District Clerk	E
Drug Exhibit Clerk, Drugs & Morality Unit	E
Prisoner Escort Officer	E
Station Duty Clerk, District Operations	E
Building/Fleet Coordinator	F
Communications System Coordinator, T.a.S.S.	F
Community Planning Analyst, Planning & Evaluation	F
Financial Analyst	F
Freedom of Information (FOI) Analyst	F
Identification Technician	F
Occ. Health, Safety & Wellness Coordinator	F
Quality Assurance Coordinator	F
Supervisor, C.R.S.S.	F
Technical & Systems Support Specialist	F
Volunteer Services Coordinator	F
Assistant Manager, C.R.S.S.	G
Programmer Analyst, T.a.S.S.	G
Purchasing/Stores Coordinator	G
Supervisor, Escort Unit	G
Supervisor, T.a.S.S.	G
Systems Analyst, T.a.S.S.	G
Communications Supervisor	H
Senior Planner, Planning & Evaluation	H

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