

CIVILIAN COLLECTIVE AGREEMENT



between

THE HALTON REGIONAL POLICE SERVICES BOARD

and

THE HALTON REGIONAL POLICE ASSOCIATION

January 1, 2009 - December 31, 2011

09124(10)

INDEX TO AGREEMENT

<u>Article</u>	<u>Item</u>	<u>Page</u>
ARTICLE 1 - PURPOSE		1
ARTICLE 2 - RECOGNITION AND DEFINITION		1
ARTICLE 3 - RIGHTS OF THE BOARD		3
ARTICLE 4 - ASSOCIATION MEMBERSHIP		3
ARTICLE 5 - NO DISCRIMINATION		4
ARTICLE 6 - ASSOCIATION REPRESENTATION		4
ARTICLE 7 - GRIEVANCE PROCEDURE		4
ARTICLE 8 - HOURS OF WORK		6
ARTICLE 9 - OVERTIME/COURT TIME		7
ARTICLE 10 - DESIGNATED HOLIDAYS		9
ARTICLE 11 - SICK LEAVE CREDIT PLAN		10
ARTICLE 12 - ANNUAL VACATIONS [revised 2004].....		11
ARTICLE 13 - BEREAVEMENT LEAVE		14
ARTICLE 14 -LEAVE OF ABSENCE - ASSOCIATION BUSINESS, PREGNANCY, PARENTAL AND OTHER		14
ARTICLE 15 - SALARY RATES AND SHIFT PREMIUMS.....		19
ARTICLE 16 - GROUP BENEFITS AND INSURANCE.....		20
ARTICLE 17 - PENSIONS.....		27
ARTICLE 18 - SENIORITY, LAYOFF AND RECALL		28
ARTICLE 19 - PERSONNEL FILES		28
ARTICLE 20 - MEAL ALLOWANCE		28
ARTICLE 21 - CLEANING ALLOWANCE		29
ARTICLE 22 - CIVILIAN PERFORMANCE/SERVICE PAY		29
ARTICLE 23 - JURY DUTY.....		30
ARTICLE 24 - PROBATION		30
ARTICLE 25 - POSTING OF VACANCIES.....		30
ARTICLE 26 - COMPRESSED WORK SCHEDULE.....		31

ARTICLE 27 - LEGAL INDEMNIFICATION	37
ARTICLE 28 - TECHNOLOGICAL CHANGES.....	38
ARTICLE 29 - ASSOCIATION NOTICES	39
ARTICLE 30 - JOB SHARING	39
ARTICLE 31 - POLICE SERVICES ACT	40
ARTICLE 32 – SELF-FUNDED LEAVE	40
ARTICLE 33 - SPECIAL ALLOWANCE	41
ARTICLE 34 - TEMPORARY EMPLOYEES	41
ARTICLE 35 - DURATION	44
SCHEDULE "A" - SALARY RATES	45
LETTER OF UNDERSTANDING - JOINT LANGUAGE COMMITTEE	49
MEMORANDUM OF UNDERSTANDING – COMMUNICATORS MARKET ADJUSTMENT ...	50
MEMORANDUM OF UNDERSTANDING – PAY GRID	53
MEMORANDUM OF UNDERSTANDING - RETIREE HEALTH CARE BENEFITS	54
MEMORANDUM OF UNDERSTANDING – JOB EVALUATION/PAY EQUITY REVIEW	55
MEMORANDUM OF UNDERSTANDING – SCRIBE PAY	56

THIS AGREEMENT made this day of , 2010.

B E T W E E N

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

OF THE FIRST PART

- and -

THE HALTON REGIONAL POLICE ASSOCIATION
hereinafter called the "ASSOCIATION"

OF THE SECOND PART

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

ARTICLE 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 women who are married to each other; or

(ii) a man or women 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" means "with the necessary changes in detail, meaning that matters or things generally the same, but are to be altered when necessary."
- (i) "Court Time" means the required attendance of a member for the purpose of giving evidence at Ontario Court, Provincial Offences Court or at any other judicial proceeding in the capacity of a witness concerning matters arising out of the course of official duties.
- (j) "Loco Parentis" means "in the place of a parent, [a person] charged with a parent's rights and duties."
- (k) "Region" 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.
- (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.
- (r) 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.
- (t) "Sign or Signing" (Ref: 12.03 to 12.06, 26.10(k) to (n)) means the selection of vacation time by a member, from their respective District/Unit/platoon vacation roster. [2004]

- (u) "Harassment" shall be defined as per the *Ontario Human Rights Code*.
[2009]

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

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.

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

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

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

- 6.01 The Association shall name, appoint or otherwise select a Negotiating Committee. The Committee shall consist of a maximum of eight (8) members to represent the entire membership. [2004]
- 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/or 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.
- (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

[revised 2004]

Overtime

- 9.01 Authorized overtime shall be paid at the rate of time and one-half (1½) the member's regular prorated hourly rate on the following system:
- (a) If the member works thirty (30) minutes to one (1) hour following the normal daily shift, they will receive an overtime credit of one (1) hour. No credit will be granted for less than thirty (30) minutes work.
 - (b) A credit of one (1) hour shall be made for each additional hour or part thereof, in excess of fifteen (15) minutes, worked after the first completed hour of overtime worked as set out in (a) above.
- 9.02 All overtime shall be computed and paid monthly, except as set out in (a) below.
- (a) A member, at their option, may elect to accept compensation for overtime worked by taking time off from regular duty on a time and one-half (1½) basis provided that the total number of accumulated banked hours for both overtime and court time shall not exceed fifty-two and one-half (52.5) hours in total. The time off from regular duty shall be at a time approved by the Chief of Police or designate. Accumulated hours not taken as time off regular duty by November 30 of that year shall be paid at time and one half (1½).
 - (b) A member may elect to have their accumulated banked hours as described in 9.02 (a) 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 of four (4) hours pay at time and one-half (1½) the regular prorated hourly rate.
- 9.04 When a member is recalled to duty from their annual vacation, they shall be credited with a minimum seven (7) hours 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 seven (7) hours.

Court Time - Members

- 9.05 When a member is required to attend Court during off-duty hours, they shall receive a credit of four (4) hours minimum overtime for each attendance, and an additional credit of one (1) hour overtime for every additional hour or part thereof of attendance in excess of the minimum four (4) hours.
- 9.06 Normal reporting time shall be one-half (½) hour before the start of Criminal Court and the court starting time for other Courts.
- 9.07 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.
- 9.08 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.
- 9.09 All court time shall be computed and paid monthly, except as set out in (a) below.
- (a) A member, at their option, may elect to accept compensation for court time worked by taking time off from regular duty on a time and one-half (1½) basis provided that the total number of accumulated banked hours for both overtime and court time shall not exceed fifty-two and one-half (52.5) hours in total. The time off from regular duty shall be at a time approved by the Chief of Police or designate. Accumulated hours not taken as time off regular duty by November 30 of that year shall be paid at time and one half (1½).
- (b) A member may elect to have their accumulated banked hours as described in 9.09 (a) converted to pay at any time during the year.
- 9.10 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.
- 9.11 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.
- 9.12 When a member is recalled from their annual vacation to attend Court, they shall be credited with a minimum of seven (7) hours 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 seven (7) hours.
- 9.13 Members recalled from annual vacation to attend Court, shall be paid at the current Regional rate for return mileage from point of departure.

Court Time - Retired Members

- 9.14 A member who has retired from the Halton Regional Police Service, is in immediate receipt of his/her OMERS pension and is required to attend Court as a result of former duties as a member of the Service, shall be compensated for a minimum of four (4) hours at the current hourly base rate of pay for the rank held by the member at the time of their retirement. [2009]

- 9.15 Travel compensation for retired members who are required to attend Court within the boundaries of the Region of Halton and who no longer reside within the Region of Halton will be paid at the rate of one minute per kilometer, for the rank held by the member at the time of their retirement, from point of destination to the Court and return provided that travel compensation is not already provided by the Court.
- 9.16 Mileage shall be paid at the established Regional rate unless the retired member is reimbursed by the Courts.
- 9.17 All witness fees, excluding expenses awarded to a witness, received by a retired member attending Court in connection with his/her duties while a member of the Service shall be forfeited to the Halton Regional Police Service.

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.

New Year's Day	Canada Day	Christmas Day
Family Day	Civic Holiday	Boxing Day
Good Friday	Labour Day	Unnamed Day
Easter Monday	Thanksgiving Day	
Victoria Day	Remembrance 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) Notwithstanding subsection (ii), "Family Day" is not included in the calculation of the twelve (12) days and must be taken as time off at a mutually agreeable time. [2009]
- (iv) 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.
- 10.08 In the event the Government of Canada, the Province of Ontario or Municipal Government proclaims another statutory holiday, it shall replace the "Unnamed Day" contained in Article. 10.01. [2009]

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.
- (c) When a member is required to provide a medical certificate, the cost of such shall be reimbursed to the member by the Board. [2004]
- 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 recognized by the Board or Chief of Police.

ARTICLE 12 - ANNUAL VACATIONS [revised 2004]

- 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:

- (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) year of continuous service is completed;
- (b) one and one-quarter ($1\frac{1}{4}$) days per month to a maximum of fifteen (15) days / three (3) weeks until the year in which the employee's tenth (10th) year of continuous service is completed;
- (c) one and two-thirds ($1\frac{2}{3}$) days per month to a maximum of twenty (20) days / four (4) weeks until the year in which the employee's sixteenth (16th) year of continuous service is completed;
- (d) two and one-twelfth ($2\frac{1}{12}$) 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) year of continuous service is completed;
- (e) two and one-half ($2\frac{1}{2}$) days per month to a maximum of thirty (30) days / six (6) weeks until the year in which the employee's twenty-sixth (26th) year of continuous service is completed;
- (f) two and one-half ($2\frac{1}{2}$) 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) year of continuous service is completed;
- (g) two and one-half ($2\frac{1}{2}$) 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) year of continuous service is completed;
- (h) two and one-half ($2\frac{1}{2}$) 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) year of continuous service is completed;
- (i) two and one-half ($2\frac{1}{2}$) 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) year of continuous service is completed;
- (j) after 30 years of service, two and one-half ($2\frac{1}{2}$) days per month to a maximum of thirty (30) days / six (6) weeks plus five (5) additional days;
- (k) 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.

In the event that two or more members with the same hire date apply for the same annual vacation time, the District/Unit Commander or Manager shall attempt to accommodate the request of such members, subject to the exigencies of the Service, and if the issue cannot be resolved to the affected members' satisfaction, the issue shall be resolved by a coin toss by the District/Unit Commander or Manager in the presence of the affected members. [2009]

12.03 Members will sign for their annual vacation entitlements on or before January 31 of the vacation year, in accordance with the provisions of 12.03 to 12.10 and Article 18.

- 12.04 Members will be allowed to reschedule their vacation for an available time or with another member who is willing to change with them after January 31st of a vacation year. This request shall have a rationale and shall be submitted for approval to the District/Unit Commander or Manager.
- 12.05 In September of each year, an audit will be conducted to determine if any signed for vacation periods have not been taken. Members will be advised of any outstanding vacation time by October 1 of the entitlement year, and the member advised that the outstanding time must be signed for by November 1 of the same year, or it will be allocated by the Chief of Police or designate.
- 12.06 Notwithstanding any of the rights otherwise conferred by this Article 12, special circumstances in relation to vacation draw may be considered for approval by the Chief of Police. All exceptions to Article 12.03 to 12.08 shall only be made upon approval of the Chief of Police, who shall have first regard for the exigencies of the Service and second, the circumstances of the request.
- 12.07 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.
- 12.08 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.
- 12.09 (a) Effective January 1, 2004, any Member who was appointed to a continuing full-time position after January 1, 1999, and was employed on a temporary full-time basis immediately prior to such appointment, shall have that time recognized for the purposes of calculating annual vacation with pay only, as set out in Article 12 of the Civilian Collective Agreement. Such recognition will be for no other purpose under this Collective Agreement. Seniority for such employees shall accrue from the date hired as a continuing full-time employee.
- (b) Any future temporary employee who is directly appointed as a continuing full-time member from a temporary full-time status, shall have the period of unbroken service as a temporary full-time employee immediately preceding such appointment, recognized for the purpose of calculating annual vacation with pay as set out in Article 12 of the Civilian Collective Agreement. Such recognition will be for no other purpose under this Collective Agreement. Seniority for such employees shall accrue from the date of appointment as a continuing full-time employee, not from the date hired as a temporary full-time employee.
- 12.10 Effective as of January 1, 2010, all continuing full-time Members covered by the Civilian Collective Agreement shall have their prior service as a permanent full-time member of any other Canadian Police Service recognized for the purpose of calculating vacation entitlement in Article 12.02 above, provided there is no unbroken service for a period beyond 90 days. The Member shall be required to submit satisfactory documentation of the prior service as a civilian member. This recognition does not affect Article 2.02(I) or Article 18. [2009]

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.

Effective as of March 29, 2007, 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 five (5) 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 as of March 29, 2007, 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, three (3) 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

[revised 2004]

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

The Board shall grant a Leave of Absence to the Member elected as President of the Association with pay to conduct the affairs of the Association, subject to the following conditions:

- (i) The President will acknowledge, in writing, that he/she remains a member of the Halton Regional Police Service during the leave and in particular that, as a police officer, he/she remains subject to the Code of Conduct under the *Police Services Act*. The purpose of this condition is to ensure that his/her status under the Code will not change as a result of his leave.
- (ii) The Association will bear all expenses associated with the leave. The details of this condition are as follows:
 - 1. The Association shall reimburse the Halton Regional Police Services Board for all salary, benefit and allowance expenses upon receipt of an invoice from the Board on a monthly basis.
 - 2. The Board will maintain all benefits to which the member is entitled pursuant to the provisions of the applicable Collective Agreement. However, unless the Board determines otherwise, the Association shall reimburse the Service for the cost of the maintenance of such benefits.

3. The President shall make pension contributions for the period of time of the Leave in accordance with the OMERS Act and Regulations governing and the Association will be invoiced, as applicable, for the employer's share of the contributions.
 4. During the leave period, no entitlement to vacation, designated/statutory holidays, bereavement leave or accrued time will accrue.
 5. During the period of leave, the Board will not be responsible for costs associated with sick leave.
 6. In the event the President is required to attend court in connection with his duties as a member of the Service, he shall be reimbursed at the Board's expense, in accordance with Article 9.04(d) of the applicable Collective Agreement.
- (iii) The President will accumulate seniority during the Leave. Upon returning to employment following this Leave, he/she shall return to the same classification/rank as he held at the time the Leave commenced provided any legislative and re-qualification requirements are complied with. If a Member is President for a period longer than six (6) years, any costs to meet legislative and re-qualification requirements are to be borne by the Association. Any required training required following a leave shall be conducted prior to the Member returning to duty.
- (iv) The Association agrees to indemnify the Board with respect to any liabilities, charges, increases in premiums, etc. the Board may incur in respect of the President or any actions he may take in his/her capacity as Association President while on leave of absence. This would include (but would not be limited to) such matters as premiums, charges etc. under the *Workplace Safety and Insurance Act* and liabilities arising from civil action. This condition is intended to ensure that the Association assumes total financial responsibility for any liabilities attributable to the President's actions on its behalf.
- (b) At the request of the Association Executive, a Member may be seconded to the Association in the event the President of the Association is unable to perform his/her duties for a period of two (2) consecutive months. Approval of such member and the duration of the secondment shall be subject to the operational needs of the Service. The Association shall be responsible for all associated costs of such a secondment in the identical manner to that of the Full-time President. [2009]
- 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. In the event the President of the Association is a civilian member, then the number of members granted leave under this Article will be reduced to one (1) member and the amount of such leave shall not exceed twenty-one (21) working hours.
- (b) 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

One Director - two (2) days leave

Police Association of Ontario Civilian Meetings

Two Directors – two (2) days each per meeting

Canadian Police Association Executive Board Meeting

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) Two (2) 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.
- (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.
- 14.06 Any time off requested regarding this Article where a Member is scheduled to work, shall be made through the Chief or designate and shall be recorded on a time sheet exemption form.

Pregnancy Leave:

- 14.07 (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 the Employment Standards Act, 2000 (ESA). A member commencing such leave who is in receipt of E.I. pregnancy benefits pursuant to the Employment Insurance Act (E.I) 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. Regular weekly earnings shall be determined by multiplying her regular hourly rate exclusive of premiums on her last day worked prior to the commencement of the leave times her normal weekly hours. 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. [2004]

- (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 member 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.

Parental Leave:

- 14.08 (a) Parental Leave without pay shall be granted in accordance with the *Employment Standards Act, 2000* (ESA), except that a member commencing such leave who is in receipt of Employment Insurance (E.I) benefits pursuant to the Employment Insurance Act (E.I.) shall receive a supplemental benefit in an amount which with the E.I. benefit brings the member's compensation to 75% of his/her regular weekly earnings. Such payment shall commence immediately following the expiration of the Pregnancy Leave where a combined leave is taken, or upon completion of the 2 week E.I. waiting period where applicable, and shall continue while the member is absent on parental leave and is in receipt of such E.I. benefits for a maximum period of 10 weeks. 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 his/her benefit entitlements. [2009]
- (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.

Extended Parental Leave:

- 14.09 (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.
- 14.10 Members 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.

- 14.11 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."
- 14.12 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.
- 14.13 Pregnancy Leave, for any member who does not qualify pursuant to the provisions of the Employment Standards Act, 2000, shall be at the discretion of the Chief of Police, as shall any requested extension thereof.
- 14.14 Any member who adopts a child (or children) shall be subject to the same rights and obligations, mutatis mutandis, as those specified above in 14.07, except that, the period of leave of absence shall commence when the child (or children) is received.

Leaves of Absences:

- 14.15 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.
- (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

[revised 2004]

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. The annual salary described above shall be deemed to be the base rate of pay used for the calculation of all premiums, overtime and court time included in this agreement.

(b) It is agreed that all members will be paid bi-weekly, and the bi-weekly, daily and hourly rates will be computed as follows:

Bi-Weekly Rate = The annual rate shall be divided into equal pays using the divisor 26.0

Daily Rate = The daily rate shall be determined by dividing the bi-weekly rate by 10

Hourly Rate = The hourly rate shall be determined by dividing the daily rate by seven hours for civilians

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 duties 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.

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:

- (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.

15.03 (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 minimum job rate of 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.

- (c) Effective as of July 23, 2009, when a member assumes the responsibilities of a higher job classification as per 15.03 (a) for a continuous period in excess of 35 hours or more, a record shall be maintained. After the member has accumulated 1820 hours and there has been an assessment indicating satisfactory performance in the acting capacity, the member shall be advanced to the next step of the civilian salary grid. A member may advance up to and including the maximum job rate. [2009]
- (d) When a member performs the duties of another position as outlined in (c) above, such time in the other position shall accumulate and shall be included towards the member's continuous service in that position for the purpose of probation and salary advancement if the member is successful in obtaining the other position on a full-time basis.

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.

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.

15.06 Effective January 1st, 2004, Members, who as part of the duties of their position are required by the Chief of Police or designate to be on-call when normally off duty and required to be reasonably available to return to work to perform their duties, shall be paid a premium rate of \$1.50 per hour while scheduled to on-call duty.

Effective as of September 1, 2009, Members, who as part of the duties of their position are required by the Chief of Police or designate to be on-call when normally off-duty and required to be reasonable available to return to work to perform their duties, shall be paid a premium rate of \$4.00 per hour while scheduled to on-call duty. [2009]

15.07 Effective January 1st, 2004, Members who are called infrequently for information as a result of their position and expertise where there is no expectation of being called in to work shall be paid an annual amount of 1% of their salary as compensation while so designated by the Chief or designate.

15.08 Notwithstanding Articles 15.06 and 15.07, a Member shall not receive additional compensation while they are on duty.

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. If a member is authorized to work beyond age 65, the Health Care Benefits provided in this collective agreement with the exception of those benefits provided for in Article 16.01(e) will continue until the member retires, with the Ontario Drug Plan being the first payer for benefits [2007]:

- (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.

Effective January 1, 2008, 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 a deductible of \$26.00 per year per member shall be provided. The \$26.00 deductible shall be deducted from the member's pay at the rate of \$1.00 per pay. [2007]

- (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 dependent.

Effective as of March 29, 2007, Orthodontic Rider # 3 will be provided at fifty percent (50%) co-payment (co-insurance) with a three thousand (\$3,000) lifetime maximum per member, spouse and each dependent. Rider 4 Restorative Services providing Caps and Crowns with eighty percent (80%) co-payment (co-insurance) with a One Thousand, Five Hundred dollars (\$1,500) per year per member, spouse and each dependent. [2007]

Effective as of January 1, 2008, Rider 4 Restorative Services providing Caps and Crowns with eighty percent (80%) co-payment (co-insurance) with a Two Thousand dollars (\$2,000) per year per member, spouse and each dependent. [2007]

- (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.

Effective upon ratification (February 16th, 2004), the coverage will increase to \$300.00. [2004]

Effective as of March 29, 2007, the coverage will increase to \$350.00 per 24 month period and may be applied toward the purchase of new or replacement eyeglasses or contact lenses, the payment of the eye examination and laser surgery. [2007]

- (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.)

Effective as of July 23, 2009, the monthly maximum will increase to six thousand, five hundred dollars (\$6,500). [2009]

The Benefits outlined in this sub-article shall be paid in accordance with the plan's terms and conditions until the member attains the age of sixty-five (65). [2007]

- (f) Paramedical Services [2007]

Effective as of March 29, 2007, the services of the following licensed, certified or registered practitioners shall be provided based on the limits as outlined. If the per visit maximum is less than the \$50.00 the remaining balance is carried forward until the maximum allowance is exhausted, i.e. if the per visit amount is \$25.00, then 20 visits would be covered (\$25 x 20 visits = \$500) Unless otherwise specified, the benefits apply to the member, spouse and eligible dependents:

Physiotherapist	\$50.00 per visit to a maximum of \$500 annually
Massage Therapist	\$50.00 per visit to a maximum of \$500 annually
Chiropractor	\$50.00 per visit to a maximum of \$500 annually
Speech Therapist	\$50.00 per visit to a maximum of \$500 annually
Clinical Psychologist	\$50.00 per visit to a maximum of \$500 annually
Alternative Medicine - (Osteopath, Chiropract, Podiatrist Naturopath, Acupuncture	\$250 per year
Hearing Aids	\$1,000 every 3 years
Diabetic Equipment	Up to \$2,500 lifetime maximum after Provincial coverage is exhausted.
Sleep Apnea Equipment	\$500 every 5 years after OHIP coverage exhausted.

Effective as of January 1, 2010, the coverage for orthotics will be one pair per year at a maximum amount of \$375. [2009]

- (g) Effective as of January 1, 2010, an Active Members Health Care Spending Account in the amount of \$150 per member per year will be established on the following basis:
- The account is non-cumulative,
 - The account can be used to subsidize and/or provide additional health care benefits for which members are currently eligible up to the annual maximum incurred by the member, spouse or dependent.

Job Share participants will be eligible for half of the amount.

Effective as of January 1, 2011, the maximum amount of the Active members Health Care Spending Account shall increase to \$175 per member. [2009]

16.02 Members shall, as a condition of employment, enroll 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 provide 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 ten (10) years or until the survivor remarries or the equivalent. [2007]

16.05 Effective with 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.

Effective as of July 23, 2009, the benefit coverage provided in this sub-section shall be provided to the member's spouse and dependents for a period of two (2) years following the member's death. [2009]

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;
- (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.

16.09 (a) Extended Health Care Benefits

- (i) For those Members who retire on or after January 1, 2006 consistent with the terms of OMERS and have completed at least ten (10) years of unbroken service as a Continuing Full-time member with the Halton Regional Police Service will be provided with extended health care benefits in effect on the date of their retirement. The annual deduction of \$26.00 shall also be applicable to retired members and shall be deducted from their first claim each year. Benefits for dental, vision and deluxe travel insurance are clarified in Article 16.09 (b) below. This coverage shall commence on the first day of the month following the member's retirement and shall continue to the end of the month in which the member reaches age 65 or for a period of fifteen (15) years, whichever occurs first. The coverage shall apply to the member, their spouse and dependent children. The full cost of the premiums will be borne by the Board.
- (ii) Should the member die before the expiration of the eligible period outlined above, the surviving spouse and dependent children will continue to receive health care benefits in accordance with the provisions of this Article until the end of the month in which the deceased member would have reached age sixty-five (65) or the expiration of the fifteen (15) year limit as applicable, or until the surviving spouse remarries or equivalent, whichever occurs first.

(b) Dental, and Vision and Deluxe Travel Benefits

- (i) For those Members who retire on or after January 1, 2006 consistent with the terms of OMERS and have completed at least ten (10) years of unbroken service as a Continuing Full-time member with the Halton Regional Police Service will be provided with dental, vision care and deluxe travel insurance benefits in effect on the date of their retirement. This coverage shall commence on the first day of the month following the member's retirement and shall continue to the end of the month in which the member reaches age 65 or for a period of fifteen (15) years, whichever occurs first. The coverage shall apply to the member, their spouse and dependent children. The full cost of the premiums will be borne by the Board. [2009]

- (ii) Should the member die before the expiration of the eligible period outlined above, the surviving spouse and dependent children will continue to receive benefits in accordance with the provisions of this Article until the end of the month in which the deceased member would have reached age sixty-five (65) or the expiration of the fifteen (15) year limit as applicable, or until the surviving spouse remarries, whichever occurs first. [2009]
- (c) The retiree benefits for those members who retired between January 1st, 2006 and March 29, 2007, are also subject to the language contained in the Memorandum of Understanding (Retiree Health Care Benefits) dated March 1, 2007 and attached to this collective agreement.

Post 65 Benefits

- 16.10 (a) Effective as of March 29, 2007, members retiring on or after January 1st, 2006, and meeting the following eligibility criteria will be eligible for a Health Care Expense Account in the total amount of Two Thousand Five Hundred dollars (\$2,500) in each year immediately following the member's sixty-fifth (65th) birthday for a period of five (5) years:
- The member must be qualified to receive an unreduced pension at the time of retirement in accordance with the terms of OMERS; and
 - The member must be in receipt of an unreduced pension; and
 - The member must have had at least ten (10) years of unbroken service as a Continuing Full-Time member with the Halton Regional Police Service immediately prior to their time of retirement.

The Health Care Expense Account benefit is subject to the following terms and conditions:

- Claims for reimbursement must be made first through the Ontario Health Insurance Plan (OHIP) or such other public or Provincial insurance plan as may be applicable. Reimbursement will only be provided for medical or dental expenses to the extent those expenses exceed the coverage available under OHIP or another applicable public insurance plan.
- The total cost of reimbursement from OHIP and the Health Care Expense Account shall not exceed the extent of coverage provided for under the collective agreement and insurance plans in place at the time the retiree reaches the age of 65. Without limiting the generality of the foregoing, reimbursement is subject to any applicable caps or co-insurance or deductibles as specified in the collective agreement or insurance plans in effect at the time the retiree reaches the age of 65.
- Out-of-Province Travel Insurance premiums may be submitted for reimbursement for the member, spouse and eligible dependents to the maximum amount of the coverage under this plan. [2009]
- The Health Care Expense Account shall be provided on a "per member" basis regardless of single/family coverage. The member may claim eligible medical and dental expenses for him/her self, their spouse and eligible dependents against the account as specified in the plans in place at the time the retiree reaches the age of 65.

- The Health Care Expense Account is non-cumulative. In the event that a member does not exhaust his or her maximum entitlement for the year, the balance may not be carried over into the subsequent year.
 - Should the retired member die before the expiry of five (5) years from the first day of the month following his/her 65th birthday, the surviving spouse will continue to be eligible for the Health Care Expense Allowance until the expiry of this five (5) year period or until the surviving spouse remarries or equivalent, whichever first occurs.
- (b) A member who retires for medical reasons before qualifying for retiree benefits as outlined in Article 16.10 (a) above will be eligible for such benefits provided that the member had at least twenty-five (25) credited years of unbroken service with the Halton Regional Police as a Continuing Full-Time Member at the time of retirement.
- (c) A member who retired prior to January 1, 2006 shall not be eligible for the retiree benefits outlined in Articles 16.10 (a) and (b) above, nor shall any member who retires during the currency of this collective agreement be entitled to any future enhancement of retiree benefits under Articles 16.10 (a) and (b) above unless such enhancement is specifically negotiated by the parties.
- (d) Notwithstanding Article 16.10 (a), Members who retired between January 1, 2006 and March 29, 2007, who are eligible for the Health Care Expense Account and who turned 65 prior to March 29, 2007 shall only be entitled to a pro-rated monthly amount from March 29, 2007 to their next birthday. The Health Care Expense Account ceases on the member's 70th birthday.

16.11 The Board agrees to provide the Association with the benefits claims history and group benefit booklets. [2009]

ARTICLE 17 - PENSIONS

- 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.
- 17.05 When OMERS announces changes to the Pension Plan that may have an impact on Member benefits, the Board and the Association shall notify each other within 30 days of such announcement and, if required, shall commence negotiations within 6 months of the announced changes. [2004]

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.
- 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.
- 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 records of formal discipline where the penalty is a suspension without pay for a period of five (5) or more days, or for any period of demotion 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. [2009]

ARTICLE 20 - MEAL ALLOWANCE

- 20.01 Upon presentation of receipts, 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. [2004]

Effective as of January 1st, 2004, the allowance amounts shall be increased to:
breakfast - \$7.00; lunch - \$10.00; dinner - \$15.00.

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 as of January 1st, 2004, the allowance amounts shall be increased to:
breakfast - \$7.00; lunch - \$10.00; dinner - \$15.00.

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 - CIVILIAN PERFORMANCE/SERVICE PAY

22.01 A Civilian Performance Pay shall represent each period of five (5) continuous years of service with the Halton Regional Police Service.

22.02 Effective as of January 1, 2007, after a Member has completed five (5) years service with the Halton Regional Police Service, they shall be entitled to receive Civilian Performance/Service Pay as outlined below. The payment shall be paid on the first pay period in December. In the event the member leaves the Service prior to the end of the year in which they qualify, the payment shall be pro-rated. The maximum payment is \$1,500.00.

<u>Years of Service</u>	<u>Entitlement</u>
5	\$100
10	\$300
15	\$600
20	\$900
25	\$1,100
30	\$1,300
35	\$1,500

Effective as of July 23, 2009, after a Member has completed five (5) years service with the Halton Regional Police Service, they shall be entitled to receive Civilian Performance/Service Pay as outlined below. The payment shall be paid on the first pay period in December. In the event the member leaves the Service prior to the end of the year in which they qualify, the payment shall be pro-rated. The maximum payment is \$1,500. [2009]

<u>Years of Service</u>	<u>Entitlement</u>
5	\$ 250
10	\$ 450
15	\$ 650
20	\$ 900
25	\$1,100
30	\$1,300
35	\$1,500

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.

24.04 Effective as of July 23, 2009, a Member who is appointed to a Continuing Full-time position who was performing the same position as a Temporary Full-time Member immediately prior to their appointment, shall have their service as a Temporary Full-time Member credited toward their probationary period as required in Article 24.01 and for no other purpose. [2009]

ARTICLE 25 - POSTING OF VACANCIES

25.01 When job vacancies occur, or new jobs are created, a notice thereof shall be posted for a minimum of fourteen (14) calendar days electronically within the Service. The job posting will indicate the following information:

- a) job title,
- b) salary grid,
- c) minimum acceptable qualifications for the position,
- d) the contact person for the job posting,
- e) the closing date for applications, and
- f) the competition number.

Where practical, the Board and/or Senior Management will endeavour to post all vacancies internally first. If the Board and/or Senior Management elect to also post the position externally, this does not exclude internal candidates from the job competition. [2009]

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.

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)
- (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:

[revised 2004]

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 ten and one-half (10.5) 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:

- (a) seven (7) hours per month to a maximum of seventy (70) hours until the year in which the employee's third (3rd) year of continuous service is completed;
- (b) Eight and three-quarters (8.75) hours per month to a maximum of one hundred and five (105) hours until the year in which the employee's tenth (10th) year of continuous service is completed;
- (c) eleven and two-thirds (11.67) hours per month to a maximum of one hundred and forty (140) hours until the year in which the employee's sixteenth (16th) year of continuous service is completed;
- (d) fourteen and five-eighths (14.58) hours per month to a maximum of one hundred seventy five (175) hours until the year in which the employee's twenty-second (22nd) year of continuous service is completed;
- (e) seventeen and one-half (17.5) hours per month to a maximum of two hundred and ten (210) hours until the year in which the employee's twenty-sixth (26th) year of continuous service is completed;
- (f) seventeen and one-half (17.5) hours per month to a maximum of two hundred and ten (210) hours plus seven (7) additional hours until the year in which the employee's twenty-seventh (27th) year of continuous service is completed;
- (g) seventeen and one-half (17.5) hours per month to a maximum of two hundred and ten (210) hours plus fourteen (14) additional hours until the year in which the employee's twenty-eighth (28th) year of continuous service is completed;
- (h) seventeen and one-half (17.5) hours per month to a maximum of two hundred and ten (210) hours plus twenty-one (21) additional hours until the year in which the employee's twenty ninth (29th) year of continuous service is completed;

- (i) seventeen and one-half (17.5) hours per month to a maximum of two hundred and ten (210) hours plus twenty-eight (28) additional hours until the year in which the employee's thirtieth (30th) year of continuous service is completed;
- (j) after 30 years of service, two hundred and ten hours per month to a maximum of two hundred and ten (210) hours plus thirty-five (35) additional hours;
- (k) Members will sign for their annual vacation entitlements on or before January 31 of the vacation year, in accordance with the provisions of 26.10(m) to 26.10(o) and Article 18.
- (l) Members will be allowed to reschedule their vacation for an available time or with another member who is willing to change with them after January 31st of a vacation year. This request shall have a rationale and shall be submitted for approval to the District/Unit Commander or Manager.
- (m) In September of each year, an audit will be conducted to determine if any signed for vacation periods have not been taken. Members will be advised of any outstanding vacation time by October 1 of the entitlement year, and the member advised that the outstanding time must be signed for by November 1 of the same year, or it will be allocated by the Chief of Police or designate.
- (n) Notwithstanding any of the rights otherwise conferred by this Article 26, special circumstances in relation to vacation draw may be considered for approval by the Chief of Police. All exceptions to Article 26.10(l) to 26.10(q) shall only be made upon approval of the Chief of Police, who shall have first regard for the exigencies of the Service and second, the circumstances of the request.
- (o) 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.
- (p) 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.

In the event that two or more members with the same hire date apply for the same annual vacation time, the District/Unit Commander or Manager shall attempt to accommodate the request of such members, subject to the exigencies of the Service, and if the issue cannot be resolved to the affected members' satisfaction, the issue shall be resolved by a coin toss by the District/Unit Commander or Manager in the presence of the affected members. [2009]

- (q) 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)

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)

- (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
[revised 2004]

The Board shall grant a Leave of Absence to the Member elected as President of the Association with pay to conduct the affairs of the Association, subject to the following conditions:

- (i) The President will acknowledge, in writing, that he/she remains a member of the Halton Regional Police Service during the leave and in particular that, as a police officer, he/she remains subject to the Code of Conduct under the *Police Services Act*. The purpose of this condition is to ensure that his/her status under the Code will not change as a result of his leave.
- (ii) The Association will bear all expenses associated with the leave. The details of this condition are as follows:
1. The Association shall reimburse the Halton Regional Police Services Board for all salary, benefit and allowance expenses upon receipt of an invoice from the Board on a monthly basis.
 2. The Board will maintain all benefits to which the member is entitled pursuant to the provisions of the applicable Collective Agreement. However, unless the Board determines otherwise, the Association shall reimburse the Service for the cost of the maintenance of such benefits.
 3. The President shall make pension contributions for the period of time of the Leave in accordance with the OMERS Act and Regulations governing and the Association will be invoiced, as applicable, for the employer's share of the contributions.

4. During the leave period, no entitlement to vacation, designated/statutory holidays, bereavement leave or accrued time will accrue.
 5. During the period of leave, the Board will not be responsible for costs associated with sick leave.
 6. In the event the President is required to attend court in connection with his duties as a member of the Service, he shall be reimbursed at the Board's expense, in accordance with Article 9.04(d) of the applicable Collective Agreement.
- (iii) The President will accumulate seniority during the Leave. Upon returning to employment following this Leave, he shall return to the same classification/rank as he held at the time the Leave commenced provided any legislative and re-qualification requirements are complied with. If a Member is President for a period longer than six (6) years, any costs to meet legislative and re-qualification requirements are to be borne by the Association. Any required training required following a leave shall be conducted prior to the Member returning to duty.
- (iv) The Association agrees to indemnify the Board with respect to any liabilities, charges, increases in premiums, etc. the Board may incur in respect of the President or any actions he may take in his/her capacity as Association President while on leave of absence. This would include (but would not be limited to) such matters as premiums, charges etc. under the *Workplace Safety and Insurance Act* and liabilities arising from civil action. This condition is intended to ensure that the Association assumes total financial responsibility for any liabilities attributable to the President's actions on its behalf.

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. In the event the President of the Association is a civilian member, then the number of members granted leave under this Article will be reduced to one (1) member and the amount of such leave shall not exceed twenty-one (21) working hours. (14.01)

26.14 Two (2) 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
One Director- two (2) days (21 hours) leave

Police Association of Ontario Civilian Meetings

Two Directors – two (2) days (21 hours) leave each per meeting

Canadian Police Association Executive Board Meeting
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.

26.16 Any time off requested regarding this Article where a Member is scheduled to work, shall be made through the Chief or designate and shall be recorded on a time sheet exemption form.

Shift Premiums:

26.17 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 tortfeasers at the Board's sole expense.

(b) Where the Chief of Police is joined as a party or elects to defend the action, but the solicitor retained on behalf of the Chief of Police and the member is of the view that it would be improper for the solicitor to act for both the Chief of Police and the member in 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;

OR:

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

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

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

[revised 2007]

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 full-time members working in the same unit and/or who are fully-qualified for the position and who are in non-supervisory positions, may enter into an agreement to share the duties of one full-time continuing position. [2007]

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. [2007]

30.04 Hours of work for a position shall be shared equally by each job sharer. The average working hours over a bi-weekly pay period will be 17.5 hours per job share member. [2007] (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. Job share employees will be eligible to bank overtime and court time to a maximum amount of 50% of the allowable bank maximum for a continuing full-time member. (26.25 hours civilian). [2007]

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 When a job share member is required to attend mandatory in-house training outside their normal job share hours, the member shall be paid at the member's regular hourly rate. [2007]
- 30.15 Job share employees shall not be permitted to engage in outside employment.
- 30.16 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.

Effective upon ratification (February 16th, 2004), the allowance shall increase to \$7.50.

ARTICLE 34 - TEMPORARY EMPLOYEES

[2007]

34.01 No provisions of the HRPS Civilian Collective Agreement, other than those included and listed in this Article, shall apply to temporary employees of the Halton Regional Police Service. Only those terms set out in this Article of the collective agreement shall apply to temporary employees.

34.02 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 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.
- (b) 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.
- (c) 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.

34.03 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 34.02 (a) : Employees shall be required to pay regular Association dues. These dues will be deducted at the applicable Civilian rate.
- (b) Category 34.02 (b) & (c) : Employees shall be required to pay regular Association dues. These dues will be calculated on an hourly basis, based on the applicable Civilian rate.

34.04 Effective January 1, 2008, in lieu of group benefits and insurance, Temporary Full-time employees shall be paid four (4%) percent of their hourly earnings as compensation. If applicable, current contract employees as of March 29, 2007 shall continue to receive the health care benefits as outlined in Article 34.03 of the previous collective agreement which expired on December 31, 2005, where applicable, until December 31, 2007. Any new contract members employed after March 29, 2007, shall receive a payment of 4% of their salary in lieu of health care benefits, and shall be paid as part of the bi-weekly salary.

Effective as of July 23, 2009, in lieu of group benefits and insurance, Temporary Full-time employees shall be paid six (6%) percent of their hourly earnings as compensation. [2009]

The provisions of the *Employment Standards Act, 2000* shall apply to the Temporary Employees as defined in Article 34.02 (b) and (c).

34.05 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 (1820 hours) in the position to be advanced. Advancement to the next level will be in accordance with Article 15.01 (a) 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. Employees who do not have a break in service, accumulate credits for advancement in their prior position.

34.06 Contractual provisions regarding overtime shall not apply to temporary employees. The applicable sections of the *Employment Standards Act* will be followed.

34.07 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 an 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 34.02 (c) - Temporary As Required) will not be entitled to receive a shift premium for the hours worked.

34.08 Effective January 1, 2008, statutory holidays shall be paid in accordance with the *Employment Standards Act*. If applicable, current contract employees as of March 29, 2007 shall continue to receive the statutory holidays on the basis of their contract until December 31, 2007. Any new contract members employed after March 29, 2007, shall be paid for statutory holidays in accordance with the *Employment Standards Act*.

34.09 Effective January 1, 2008, the Police Services Board shall pay vacation pay to Temporary Employees in accordance with the *Employment Standards Act*. If applicable, current contract employees as of March 29, 2007 shall continue to receive the vacation entitlement on the basis of their contract until December 31, 2007. Any new contract members employed after March 29, 2007 shall be paid for vacation in accordance with the *Employment Standards Act*.

34.10 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.

34.11 Temporary employees will not be eligible for top-up benefits during pregnancy leave.

34.12 The following Articles of the Civilian Collective Agreement shall also apply to temporary employees of the Halton Regional Police Service:

Article 1	Purpose
Article 2	Recognition and Definitions
Article 3	Rights of the Board
Article 4	Association Membership
Article 5	No Discrimination
Article 6	Association Representation
Article 7	Grievance Procedure
Article 19	Personnel File
Article 21	Cleaning Allowance
Article 25	Posting of Vacancies
Article 27	Legal Indemnification
Article 28	Technological Changes
Article 29	Association Notices
Article 31	Police Services Act
Schedule "A"	

ARTICLE 35 - DURATION

35.01 This Agreement shall be deemed to have become effective on the first day of January, 2009 and to have remained until the 31st day of December, 2011, 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.

35.02 The date of July 23, 2009 represents the date of ratification of this agreement.

ARTICLE 36 – PLURAL/SINGULAR AND MASCULINE/FEMININE GENDER

36.01 The Board and the Association agree that wherever applicable in this Agreement, the singular number shall include the plural and the masculine gender shall include the feminine and vice versa.

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 18th day of June, 2010
at the Town of Oakville, Region
of Halton, Province of Ontario

HALTON REGIONAL POLICE SERVICES BOARD



CHAIRMAN



VICE CHAIRMAN

HALTON REGIONAL POLICE ASSOCIATION



PRESIDENT



DIRECTOR

SCHEDULE "A" - SALARY RATES

Effective January 1, 2009

GRADE LEVEL	Minimum Job Rate	Grid 2	Grid 3	Maximum Job Rate
A	33,180	34,274	35,369	36,464
B	38,710	39,985	41,261	42,539
C	44,237	45,697	47,156	48,611
D	49,766	51,409	53,050	54,689
E	55,297	57,117	58,941	60,764
F	60,826	63,163	64,835	66,843
G	66,712	69,323	71,943	74,941
H	73,906	77,311	79,720	83,041

Effective January 1, 2010

GRADE LEVEL	Minimum Job Rate	Grid 2	Grid 3	Maximum Job Rate
A	34,175	35,302	36,431	37,558
B	39,871	41,185	42,498	43,815
C	45,564	47,068	48,571	50,069
D	51,259	52,951	54,642	56,330
E	56,956	58,831	60,709	62,587
F	62,651	65,058	66,781	68,848
G	68,713	71,403	74,101	77,190
H	76,123	79,630	82,112	85,532

Effective January 1, 2011

GRADE LEVEL	Minimum Job Rate	Grid 2	Grid 3	Maximum Job Rate
A	35,234	36,396	37,560	38,723
B	41,107	42,462	43,816	45,174
C	46,977	48,527	50,076	51,621
D	52,848	54,592	56,336	58,076
E	58,721	60,655	62,591	64,527
F	64,593	67,075	68,851	70,982
G	70,843	73,617	76,399	79,582
H	78,483	82,098	84,657	88,184

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:

"Original signed by"

"Original signed by"

CHAIRMAN

PRESIDENT

"Original signed by"

"Original signed by"

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:

Halton Regional Police Association:

"Original signed by"

"Original signed by"

CHAIRMAN

PRESIDENT

"Original signed by"

"Original signed by"

VICE CHAIRMAN

DIRECTOR

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 HRPA 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:

"Original signed by"

"Original signed by"

CHAIRMAN

PRESIDENT

"Original signed by"

"Original signed by"

VICE CHAIRMAN

DIRECTOR

LETTER OF UNDERSTANDING - JOINT LANGUAGE COMMITTEE

[added 2004]

Between:

The Halton Regional Police Services Board (the "Board")

- and -

The Halton Regional Police Association

1. The parties agree to establish a Joint Committee comprised of representatives from the Halton Regional Police Association, the Halton Regional Police Service and the Executive Director for the Board to discuss language issues for clarification and to harmonize wording and the numbering of articles where possible.

Dated this 20th day of January, 2004.

HALTON REGIONAL POLICE
SERVICES BOARD

HALTON REGIONAL POLICE
ASSOCIATION

"Original signed by J. Brewer"

"Original signed by D. Atkinson"

"Original signed by K. Bird"

"Original signed by P. LaCourse"

MEMORANDUM OF UNDERSTANDING – COMMUNICATORS MARKET ADJUSTMENT
[2007]

B E T W E E N:

HALTON REGIONAL POLICE SERVICES BOARD

- and -

HALTON REGIONAL POLICE ASSOCIATION

Notwithstanding that a Pay Equity Agreement exists between the parties that places the position of Communicator in Band E of the Civilian Pay Grid negotiated by the parties, the parties hereby agree that for the contract period to be negotiated that effective January 1, 2006, the salary for Communicators shall have a market adjustment added to the amounts set out in Schedule "A" attached for the base year of 2006. The market adjustment shall be adjusted for the Minimum, Step 2 and Step 3. In addition, economic adjustments shall be added to the base pay in accordance with the Board offer as outlined in the attached Schedule.

The market adjustment shall be paid bi-weekly and shall be treated as pensionable earnings.

As outlined in a separate Memorandum of Understanding, by July 1, 2008, the parties agree that a new pay grid shall be established to more appropriately reflect market conditions for all civilian positions including the Communicators. Any adjustments as a result of the review will take effect retroactive to January 1, 2008.

In the event a new pay grid is not established in the time frame outlined, the figures in Schedule "A" shall apply.

Dated this day of , 2007.

**Halton Regional Police
Services Board**

Halton Regional Police Association

"Original signed by R. Maich"

"Original signed by D. Atkinson"

"Original signed by K. Musgrave"

"Original signed by P. LaCourse"

"Original signed by R. Burgess"

"Original signed by R. Waller"

Schedule "A"
Communicators - Market Adjustment

Salary						Market Adjustment				Annual Salary			
		Min.	Step 2	Step 3	Max.	Min.	Step 2	Step 3	Max.	Min.	Step 2	Step 3	Max.
Dec. 31/05		48,854	50,463	52,074	53,686					48,854	50,463	52,074	53,686
Jan. 1/06	3.16%	50,398	52,058	53,720	55,382	3,634	3,752	3,874	4,000	54,032	55,810	57,594	59,382
Jan. 1/07	3.16%	51,991	53,703	55,418	57,132	2,726	2,814	2,906	3,000	54,717	56,517	58,324	60,132
Jan. 1/08	3.16%	53,634	55,400	57,169	58,937	1,817	1,876	1,937	2,000	55,451	57,276	59,106	60,937

MEMORANDUM OF UNDERSTANDING – TRAINING PAY

BETWEEN:

The Halton Regional Police Services Board (the "Board")

- And -

The Halton Regional Police Association (the "Association")

1. A Continuing member assigned to the position of Communicator, Records Information Clerk or Prisoner Escort Officer who has been designated as a formal trainer by the Chief of Police or designate and assigned to formally train a new member shall receive an additional \$3.50 per hour for each hour they are actively training.
2. A continuing member assigned to the position of Court Document Clerk or Station Duty Clerk who has been designated to train a new member by the Chief of Police or designate shall receive an additional \$3.00 for each hour they are actively training a new member.
3. Trainers shall either have a minimum of three (3) years experience in the position or have reached the top of the salary grid for their pay level.

This Memorandum of Understanding is to form part of the Civilian Collective Agreement effective January 1, 2010.

Dated this _____ day of _____, 2009.

Halton Regional Police Services Board

Halton Regional Police Association

"Approved by the Board October 15, 2009.

MEMORANDUM OF UNDERSTANDING – PAY GRID

B E T W E E N:

HALTON REGIONAL POLICE SERVICES BOARD

- and -

HALTON REGIONAL POLICE ASSOCIATION

Notwithstanding that a Pay Equity Agreement and negotiated pay grid exists between the parties that assigns a point value to civilian positions represented by the Halton Regional Police Association, the parties hereby agree that by July 1, 2008, a new pay grid shall be established to more appropriately reflect market conditions for all civilian positions. Any adjustments as a result of the review will take effect retroactive to January 1, 2008.

Dated this day of , 2007.

**Halton Regional Police
Services Board**

Halton Regional Police Association

“Original signed by R. Maich”

“Original signed by D. Atkinson”

“Original signed by K. Musgrave”

“Original signed by P. LaCourse”

“Original signed by R. Burgess”

“Original signed by R. Waller”

MEMORANDUM OF UNDERSTANDING - RETIREE HEALTH CARE BENEFITS

B E T W E E N:

HALTON REGIONAL POLICE SERVICES BOARD

Hereinafter referred to as "The Board"

- and -

HALTON REGIONAL POLICE ASSOCIATION

Hereinafter referred to as "The Association"

WHEREAS the Board and the Association are parties to a Uniform Agreement and a Civilian Agreement both which expired on December 31, 2005;

AND WHEREAS the collective agreements contain provisions regarding health care benefits for members retiring from the Service;

AND WHEREAS the Board and the Association have negotiated for the inclusion in the collective agreement effective upon ratification of a new agreement, a health care expense account to be available after age 65 for members who retired on or after January 1st, 2006;

NOW, THEREFORE, the Board and the Association agree as follows:

1. The Board will make available to eligible members of the Service who retired on or after January 1st, 2006, a Health Care Expense Account on the terms and conditions as contained within the Memorandum of Settlement dated March 2, 2007.
2. As a condition of the Board making available the Health Care Expense Account to eligible retired members, the Association hereby agrees, on behalf of those eligible retirees, that effective upon ratification, those eligible retirees shall only be entitled to deluxe travel benefits to age 65 or 10 years whichever occurs first.
3. The Association hereby undertakes to notify conjointly with the Board those retired members affected by this change at their earliest opportunity and to provide to the Board the signed acknowledgement of the retiree. Such acknowledgement shall be in the form attached hereto as Schedule "A". If the acknowledgement is not returned within the prescribed 90 days unless the Association provides a rationale why the member could not respond in a reasonable time, the retired member shall not be entitled to the Health Care Expense Account.
4. In agreeing to this settlement, the Association hereby agrees that this issue shall not be the subject of any future grievance.

Dated this day of March, 2007.

**Halton Regional Police
Services Board**

Halton Regional Police Association

"Original signed by R. Maich"

"Original signed by D. Atkinson"

"Original signed by K. Musgrave"

"Original signed by P. LaCourse"

"Original signed by R. Burgess"

"Original signed by R. Waller"

March 1, 2007

MEMORANDUM OF UNDERSTANDING – JOB EVALUATION/PAY EQUITY REVIEW

Between:

The Halton Regional Police Services Board (the "Board")

- and -

The Halton Regional Police Association (The "Association")

Re: Job Evaluation and Pay Equity Review

WHEREAS the Board is committed to having designed a job evaluation process to maintain an appropriate salary and wage structure for the civilian members of the service; and

WHEREAS the Board and the Association are in the process of developing a Joint Job Evaluation and Pay Equity process;

NOW THEREFORE, when the Board and the Association have agreed upon a new Job Evaluation process, such document shall be appended to the Civilian Collective Agreement.

Dated this 8th day of July, 2009.

**HALTON REGIONAL POLICE
SERVICES BOARD**

"Original signed by Robert S. Maich"

"Original signed by Richard Burgess"

**HALTON REGIONAL POLICE
ASSOCIATION**

"Original signed by Robert Waller"

"Original signed by Paul LaCourse"

MEMORANDUM OF UNDERSTANDING – SCRIBE PAY

BETWEEN:

The Halton Regional Police Services Board (the "Board")

- And -

The Halton Regional Police Association (the "Association")

When members are assigned to and perform the duties and responsibilities of the "Scribe" position, such members shall be compensated in the following manner, in addition to their regular rate of pay:

- (a) An annual lump sum payment of two hundred and fifty dollars, to be paid on the first pay of December,
- (b) Members shall be paid at Grid 4 of the evaluated level while performing "Scribe" duties during the course of their regular hours of work, save and except those members whose regular rate of pay is higher than the evaluated level. Such members shall be paid at their regular rate of pay during their regular hours of work;
- (c) While performing "Scribe" duties outside the course of the member's regular hours of work, members shall be paid at the overtime rate of the Grid 4 of the evaluated level, save and except those members who regular rate of pay is higher than the evaluated level. Such member shall be paid at the overtime rate of their regular rate of pay; and
- (d) The Memorandum will remain in effect for the duration of this settlement.

Dated this 8th day of July, 2009.

Halton Regional Police Services Board

Halton Regional Police Association

"Original signed by Robert S. Maich:"

"Original signed by Robert Waller"

"Original signed by Richard Burgess"

"Original signed by Paul LaCourse"

MEMORANDUM OF UNDERSTANDING – SCRIBE PAY

BETWEEN:

The Halton Regional Police Services Board (the "Board")

- And -

The Halton Regional Police Association (the "Association")

When members are assigned to and perform the duties and responsibilities of the "Scribe" position, such members shall be compensated in the following manner, in addition to their regular rate of pay:

- (a) An annual lump sum payment of two hundred and fifty dollars, to be paid on the first pay of December,
- (b) Members shall be paid at Grid 4 of the evaluated level while performing "Scribe" duties during the course of their regular hours of work, save and except those members whose regular rate of pay is higher than the evaluated level. Such members shall be paid at their regular rate of pay during their regular hours of work;
- (c) While performing "Scribe" duties outside the course of the member's regular hours of work, members shall be paid at the overtime rate of the Grid 4 of the evaluated level, save and except those members who regular rate of pay is higher than the evaluated level. Such member shall be paid at the overtime rate of their regular rate of pay; and
- (d) The Memorandum will remain in effect for the duration of this settlement.

Dated this 8th day of July, 2009.

Halton Regional Police Services Board Halton Regional Police Association

"Original signed by Robert S. Maich:

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