

SOURCE	Police Act		
EFF.	89	01	01
TERM.	90	12	31
No. OF EMPLOYEES	15		
NOMBRE D'EMPLOYES	D. L.		

HALTON REG. BOARD COMM. POLICE

SENIOR OFFICERS' ASSN.

SENIOR OFFICERS COLLECTIVE AGREEMENT

JANUARY 1, 1989 - DECEMBER 31, 1990

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THIS AGREEMENT made this 26th day of October, 1989

BETWEEN

THE HALTON REGIONAL BOARD
OF COMMISSIONERS OF POLICE
hereinafter called the
"BOARD"

OF THE FIRST PART

- and -

THE HALTON REGIONAL POLICE
SENIOR OFFICERS ASSOCIATION
hereinafter called the
"ASSOCIATION"

OF THE SECOND PART

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

ARTICLE I

PURPOSE

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

ARTICLE II

RECOGNITION AND DEFINITION

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

2.02 For the purpose of this Agreement:

a) "Member" means civilian members as indicated on Schedule A and a Senior Police Officer of the Halton Regional Police Force, save and except the Chief and Deputy Chiefs.

b) "Association" means the Halton Regional Police Senior Officers Association.

c) "Board" means the Halton Regional Board of Commissioners of police.

d) "Chief" means the Chief of Police of the Halton Regional Police Force.

e) "Service" means length of continuous service with the Halton Regional Police Force, 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 he was a member immediately prior to the 1st day of January 1974.

f) Wherever applicable, the singular number shall include the plural and the masculine gender shall include the feminine.

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

ARTICLE III

RIGHTS OF THE BOARD

3.01 The Association and its members recognize and acknowledge that, subject to the provisions of the Police 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 Force;
- c) Without limiting the generality of the above, generally to supervise and direct the operations of the Force.

ARTICLE IV

ASSOCIATION MEMBERSHIP

4.01 All members shall be eligible for membership in the Association in accordance with the provisions of the Police Act of Ontario and the 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 the Agreement, the Regional Treasurer shall deduct a fixed amount equal to the amount prescribed by the Association for monthly dues from every pay of

each member. A list shall be prepared, in accordance with the payroll deduction of such dues and, together with the total amount so deducted, forwarded to the Association in the month next following.

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

ARTICLE V

ASSOCIATION REPRESENTATION

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

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

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

ARTICLE VI

HOURS OF WORK

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

ARTICLE VII

OVERTIME

7.01 Members are to receive five (5) days leave with pay each year in lieu of overtime. These days are to be taken in time or cash, at the option of the member. This section is to be deleted effective January 1st, 1990 when Executive time will be administered on an informal basis between the member and their immediate Supervisor.

7.02 All witness fees, excluding expenses awarded to a witness, received by a member attending any court during either on or off duty hours when he is paid as provided herein, shall be forfeited to the Regional Treasurer.

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ARTICLE VIII

DESIGNATED HOLIDAYS

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

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

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

8.03 A member shall have the option of working these days from duty provided he notifies the Chief of Police, in writing, of his intentions prior to January 1 of the calendar year.

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

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

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

8.07 A member may accumulate designated holidays on request for special circumstances and consideration not covered by this Agreement.

8.08 Article X shall be granted, subject to the exigencies of the service and when necessary, Article XVI (Seniority), will apply.

8.09 A member appointed after January 1 shall be eligible for a proportionate number of days provided in Article 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).

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

ARTICLE IX
SICK LEAVE CREDIT PLAN

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

b) The Board shall confirm individually by letter 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 his 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 his credit exhausts the provisions of the new plan established by this Article, he may draw on the sick days to his credit (i.e. twice the number of vested days) after exhaustion of all benefits under the plan with an appropriate adjustment to credited days.

9.02 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 a 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 a 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 the 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 his 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.

f) For the purposes of this Article, pregnancy shall not be considered or accepted as bona fide sickness. However, pregnancy for purposes of this Collective Agreement shall be considered as governed by the Employment Standards Act of Ontario, in accordance with Article 12:04.

9.03 a) The Chief of Police or his 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 his immediate supervisor with a certificate satisfactory to the Force not later than seven (7) days after the commencement of his sickness or upon returning to work, whichever occurs first, reporting the nature and duration or probable duration of that period of sickness.

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

9.04 If a member is absent from work as a result of a compensable 'accident, the Board or the Regional Municipality of Halton, as the case may be, shall pay the difference between the amount paid pursuant to the Worker's Compensation Act and his 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 his 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 Article IX, no sick leave shall be paid in cases where the member is eligible for Worker's Compensation.

9.05 For all amounts which the Board or the Regional Municipality of Halton, as the case may be, pays pursuant to Article IX of this Agreement, then for such amounts the Board shall be subrogated to all rights of recovery and choses-in-action to which the member is or is about to become entitled

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against any period, 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.

9.06 The provisions of this Article shall not apply to a member who is absent from work as a result of sickness or injury arising out of the performance of work for gain for an employer or person other than the Police Force.

ARTICLE X

ANNUAL VACATIONS

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

a) Members appointed after January 1, one (1) day for each completed month of continuous service to a maximum of ten (10) days.

b) Members with one (1) year, but less than three (3) years of continuous service - two (2) weeks.

c) Members with three (3) years, but less than ten (10) years of continuous service - three (3) weeks.

d) Members with ten (10) years, but less than seventeen (17) years of continuous service - four (4) weeks.

e) Members with seventeen (17) years, but less than twenty-three (23) years of continuous service - five (5) weeks.

f) Members with twenty-three (23) or more years of continuous service - six (6) weeks.

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

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

ARTICLE XI

BEREAVEMENT LEAVE

11.01 a) In the event of a death in the immediate family of a member and upon notice to the Chief of Police, a member

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All be granted leave of absence with pay for a period of three (3) days. For the purpose of this Article, the immediate family means wife, husband, common-law spouse, daughter, son, mother, father, mother-in-law, father-in-law, sister, brother, or a person in loco parentis.

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

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

ARTICLE XII

LEAVE OF ABSENCE - ASSOCIATION BUSINESS OR MATERNITY

12.01 Three (3) members will be granted leave of absence with pay to attend the Ontario Police Senior Officers Association Annual Convention. The amount of such leave shall not exceed five (5) working days 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.

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

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

12.04 (a) A member who makes written application to and supplies the Board with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated date of delivery, shall be given maternity leave, without loss of seniority, in accordance with the Employment Standards Act, provided she has the requisite service with the Force specified therein.

- (b) During the maternity leave the Board shall
- (i) during the first two weeks, pay the member seventy five percent (75%) of her regular rate of pay: and
 - (ii) during the following fifteen (15) weeks, or shorter period if the member returns earlier to work, pay the member at a rate of pay equivalent to the difference between the Unemployment Insurance benefits the

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Member is eligible to receive and seventy five percent (75%) of her regular rate of pay: and

- (iii) continue to provide the member with the vacation credits, insurance welfare, medical, dental and other benefits specified in this Agreement.
- (c) To be eligible for the payments and benefits provided for, the member shall sign an agreement with the Board providing:
- (i) that she will return to work and remain with the Force for a period of at least one (1) year after her return to work.
 - (ii) that should she fail to return to work at the expiration of her leave or to remain in the employ of the Force for the period in Clause (c)(i), she will repay the amounts provided for in Article 12.04 (b) and that the Board may apply against such amount owing all vacation pay and any sick leave credit due to the member.
- (d) Any period of maternity leave beyond seventeen (17) weeks shall be without pay.
- (e) A member who adopts a child (or children) shall be subject to the same rights and obligations, mutatis mutandis, as those specified for maternity leave, except that the period of leave of absence shall commence when the child (or children) is received,

ARTICLE XIII

SALARY RATES

13.01 The annual salary for each member of the Association for the current year shall be in accordance with Schedule A to this Agreement.

13.02 Except as otherwise provided in Article XIII, a member authorized by the Chief of Police as a temporary replacement for a member holding the rank of Staff Inspector or higher shall receive the regular rate for the rank in which he is placed, provided that in no case shall the member be paid more than the salary rank immediately above such member's confirmed rank.

ARTICLE XIV

GROUP BENEFITS AND INSURANCE

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

a) Ontario Health Insurance Plan.

b) 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) payable by the member.

c) Life Insurance coverage at two (2) times the annual salary of the member, plus an identical amount for accidental death and a dismemberment benefit as per schedule.

d) Dental Plan, Blue Cross #9 or equivalent plan based on the prior year O.D.A. Schedule, plus orthodontic rider with 50% reimbursement, fifteen hundred dollars (\$1,500) lifetime maximum per member and each dependent.

e) Effective January 1, 1987, Vision Care for members only, maximum one hundred and fifty dollars (\$150) in a 24 month period.

f) 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.

14.02 Members shall, as a condition of employment, enroll in the Ontario Health Insurance Plan and the Group Insurance Plan, in accordance with their provisions.

14.03 The Board will pay the total premiums for the benefits outlined in 14.01 (a), (b), (c), (d), (e) and (f) above. In the event of the modification of any of the Plans set out herein by legislation of either the Provincial Legislature or the Federal Parliament, which reduces the premium(s), the reduction shall be applied to the Board's share of the premium costs.

14.04 Effective March 12, 1986, the Board agrees to provide members who subsequently retire in accordance with OMERS early retirement provisions, with coverage under the Ontario Hospital Insurance Plan and the extended health care plan to the same extent as provided to active members in accordance with Article 14.01 (a) and (b).

This coverage will be provided up to the amount for Ontario residents:

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

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

and shall continue until the date when the retired member's O.H.I.P. premiums are paid on the member's behalf by the Province of Ontario, or age sixty-five (65), whichever occurs first.

14.05 Effective October 26, 1989, the Board agrees to provide members who subsequently retire, consistent with the terms of O.M.E.R.S., with coverage under the Ontario Hospital Insurance Plan, the extended health care plan, the dental plan and vision care to the same extent as provided to active members in accordance with Article 14.01 (a) (b) (d) and (e).

- (a) Coverage under 14.01 (a) and (b) will be provided to members and their spouse from retirement to age sixty-five (65) but would be discontinued for the spouse upon the death of the member.
- (b) Coverage under 14.01 (d) will be provided to members and their spouse from retirement to age sixty five (65) or for a period of ten (10) years, whichever occurs first, but would be discontinued for the spouse upon the death of the member.
- (c) Coverage under 14.01 (e) will be provided to the member from retirement to age sixty five (65) or for a period of ten (10) years, whichever occurs first.
- (d) The premiums for the aforementioned benefits are at the cost of the Board.

14.06 Effective January 1, 1990, for a survivor of a member who is killed in the line of duty, survivor's pension will be given which will provide 90% of the member's gross salary at the time of death. This survivor's benefit includes other benefits received such as pension or Workers' Compensation. This will be for a maximum period of five (5) years or until the member remarries or the equivalent.

14.07 All outstanding benefits under Article XIV will accrue to the estate of a deceased member.

ARTICLE XV

PENSIONS - SWORN MEMBERS

15.01 a) Effective as from January 1, 1978, all sworn members shall participate in the new OMERS basic pension plan.' The Board of Commissioners of Police and the individual member shall each pay 6 1/2% to the C.P.P. maximum and 8% of any remainder of eligible earnings. Eligible earnings shall not include overtime and court time.

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

i) the member has completed thirty (30) years of service with the employer, or

ii) retirement because of permanent partial disability as determined by the employer.

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

c) The contributions of the employee shall be established at 8% maximum of his earnings.

PENSIONS - CIVILIAN MEMBERS

15.03 a) Effective as from January 1, 1978, all civilian members shall participate in the new OMERS basic pension plan. The Board and the individual member shall each pay 6 1/2% to the C.P.P. maximum and 7% of any remainder of eligible earnings. Eligible earnings shall not include overtime and court time.

b) Supplementary OMERS plans previously in effect shall continue.

15.04 The Board will support the principle of the member's purchase of optional service at no cost or liability to the Board.

15.05 The new basic OMERS and Supplementary OMERS plans referred to shall be administered consistent with the rules and regulations of the OMERS Pension Plan.

ARTICLE XVI

SENIORITY, LAYOFF AND RECALL

16.01 Seniority shall be established for members covered by this Agreement and such seniority shall be based upon the member's continuous length of service with the Police Force.

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

16.03 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.

16.04 Where the Board has made a decision to reduce the complement of the Force and such reduction of personnel cannot be accommodated through attrition and where such action is not in contravention of the Police Act, the layoff of members shall occur by reverse order of seniority, subject to the exigencies of the Force. When a vacancy in the complement of the Force exists, the members on layoff shall be recalled in order of seniority.

16.05 The Board is to endeavour to give as much notice of layoffs as possible to the employees affected after consultation with the Association.

16.06 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 served his service with the Board and shall forfeit all seniority rights except in the case of sickness or other just cause agreed upon by the Board.

ARTICLE XVII

PERSONNEL FILES

17.01 The member may inspect his file on reasonable notice to the Chief of Police or his designate.

ARTICLE XVIII

MEAL ALLOWANCE

18.01 Where a member in the regular course of his duties works more than three (3) hours beyond his normal tour of duty, he shall be paid a meal allowance of up to five dollars and fifty cents (\$5.50) upon presentation of a receipt, and shall be paid a meal allowance for each additional four (4) continuous hours of duty.

18.02 Where a member is required to be out of the Region because of his duties at such hours as to reasonably prohibit his presence at normal meal hours, he shall be paid a meal allowance of up to five dollars and fifty cents (\$5.50) upon presentation of a receipt.

ARTICLE XIX

CLEANING ALLOWANCE

19.01 The Board will supply thirty-five (35) cleaning chits per year to each sworn member for this cleaning of uniforms or business suits, if applicable, and two (2) chits per year for the cleaning of parkas or overcoats, if applicable. A cleaning outlet designated by the Board shall accept each chit as payment.

19.02 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 XX

SERVICE RECOGNITION

20.01 A Service Bar shall be granted to members for each period of five (5) continuous years of service. Each Service Bar shall entitle the wearer to an allowance of seventy-five dollars (\$75) per year, payable on the first pay period in December, to those members on staff on the first pay period in December.

20.02 Effective October 26, 1989, members will have a one time option to receive fitness pay. Fitness pay will be \$85.00

for each five (5) years of service providing the member meets the fitness standard of the average Canadian, according to the Canadian Fitness Standards, at least once per year.

ARTICLE XXI

SPECIAL ALLOWANCE

21.01 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, he shall be paid an allowance of five dollars (\$5) per day of course attendance, in addition to all other expenses and allowances.

21.02 Members hired prior to 1974 and transferred in accordance with the provisions of Bill 151 will be reimbursed for mileage at the current Regional rates for travel in excess of fifteen (15) miles.

ARTICLE XXII

CLOTHING REIMBURSEMENT

22.01 Each sworn member assigned to plainclothes duties will receive eight hundred and seventy five dollars (\$875) in 1989 and nine hundred and fifty dollars (\$950) in 1990, per year, payable on the first pay period in December. All other sworn members will receive four hundred and thirty seven dollars and fifty cents (\$437.50) in 1989 and four hundred and seventy five dollars (\$475) in 1990.

ARTICLE XXIII

PROMOTION

23.01 Promotion will be in accordance with the Halton Regional Police Force General Orders and Regulations.

ARTICLE XXIV

PHYSICAL EXAMINATION

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

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

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

ARTICLE XXV

LEGAL INDEMNIFICATION

25.01 Subject to the other provisions of **this** Article, a member charged with and finally acquitted of a criminal or statutory offence, because of acts done in the attempted performance in good faith of the member's duties as a police officer, shall be indemnified for the necessary and reasonable legal costs incurred in the defense of such charges.

25.02 Notwithstanding Article 25.01, the Board may authorize payment of necessary and reasonable legal costs of a member pleading or being found guilty of an offence described in Article 25.01, 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 an officer designated by the Chief to make such a recommendation, that the member's actions as a police officer in the course of performing police duties were motivated by an intent to do lawful duty, that such actions do not constitute any of the actions described in Article 25.03 hereof, and that such indemnification will not, in the opinion of the Board, reduce respect for law enforcement in Halton Region.

25.03 Notwithstanding Article 25.01, the Board may refuse payment otherwise authorized under Article 25.01 where the actions of the officer from which the charges arose amounted to a gross dereliction of duty or deliberate abuse of the member's powers as a police officer.

25.04 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 as a police officer, the member shall be indemnified for the necessary and reasonable legal costs incurred in the defense of such an action in the following circumstances only:

a) Where the Chief of Police is not joined in the action as a party pursuant to Section 24(1) of the Police Act, and the Chief of Police does not defend the action on behalf of himself and of the member as joint tortfeasers at the Board's sole expense.

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

25.05 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 as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in representing the member's interests in any such inquest in the following circumstances only:

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

OR

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

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

25.07 Where a member intends to apply to the Board for indemnification hereunder, the member shall, within thirty (30) days of being charged or receiving notice of other legal proceedings covered herein or receiving notice that the member will not be represented by counsel retained by the Chief of Police and/or the Board, apply in writing to the Chief of Police or to the officer designated by the Chief of Police to deal with such applications for approval to retain counsel and approval of the counsel to be so retained. In the event of any dispute concerning the counsel to be retained, the matter shall be resolved by an officer designated by the Chief of Police and a member of the Association Executive designated for that purpose.

25.08 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

SENIOR OFFICERS COLLECTIVE AGREEMENT - 18

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.

25.09 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 Act;

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

c) subject to Article 25.06, discipline charges under the Police Act and regulations thereunder.

25.10 For the purpose 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(s), but nothing in this clause will disentitle the member to consideration under Article 25.02 hereof.

25.11 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 a dispute between the solicitor doing the work and the Regional Solicitor, taxation on a solicitor and client basis by the taxing officer.

ARTICLE XXVI

DURATION

26.01 This Agreement shall be deemed to have become effective on the first day of January 1989 and to have remained in force until the thirty-first day of December 1990 and thereafter until replaced by a new Agreement. If either party to this Agreement shall desire to amend or otherwise alter or revise any part of this Agreement, they shall so indicate to the other party in writing not more than ninety (90) days and not less than thirty (30) days previous to the expiry date of the said Agreement, or subsequent anniversary dates, their intentions to amend, alter or revise the Agreement.

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

HALTON REGIONAL BOARD OF
COMMISSIONERS OF POLICE

Per:

W. S. Dawson
Chair
Chair

G. J. Moore
Secretary

Dated

Oct 26, 1989

HALTON REGIONAL POLICE
SENIOR OFFICERS
ASSOCIATION

Per:

M. J. [Signature]

R. J. [Signature]

L. G. [Signature]

Dated

Oct. 27, 1989

SCHEDULE A

HALTON REGIONAL POLICE FORCE

SENIOR OFFICERS - SALARY GRID FOR 1989-1990

Staff Superintendent =	172% in 89 & 175% in 90 of 1st Class Cst. Salary
Superintendent =	162% in 89 & 165% in 90 of 1st Class Cst. Salary
Staff Inspector =	152% in 89 & 155% in 90 of 1st Class Cst. Salary
Inspector -	142% in 89 & 145% in 90 of 1st Class Cst. Salary
Cst. 1st Cl.Sal. -	43,057.17 43,909.70 46,105.19 46,992.71

	Jan. 1,89	July 1,89	Jan.1,90	July 1,90
STAFF SUPERINTENDENT @172% & 175%	74,058.33	75,524.68	80,684.08	82,237.24
SUPERINTENDENT @162% & 165%	69,752.62	71,133.72	76,073.56	77,537.97
STAFF INSPECTOR @152% & 155%	65,446.90	66,742.75	71,463.04	72,838.70
INSPECTOR @142% & 145%	61,141.18	62,351.78	66,852.52	68,139.43

FINANCE MANAGER & RECORDS MANAGER

	+5%	+1.98%	+5%	+1.925%
Level VIII Grid 1	37,280.11	38,018.26	39,919.17	40,687.61
Level VIII Grid 2	41,231.57	42,047.96	44,150.36	45,000.25
Level VIII Grid 3	45,183.02	46,077.64	48,381.52	49,312.86
Level VIII Grid 4	49,134.49	50,107.35	52,612.72	53,625.51

CHIEF OF POLICE SECRETARY

	+5%	+1.98%	+5%	+1.925%
Level VI Grid 1	27,596.59	28,143.00	29,550.15	30,118.99
Level VI Grid 2	29,556.53	30,141.75	31,648.84	32,258.08
Level VI Grid 3	31,516.46	32,140.49	33,747.51	34,397.15
Level VI Grid 4	33,476.40	34,139.23	35,846.19	36,536.23

LETTER OF UNDERSTANDING

The Senior Officers' Association agrees to meet with Board representatives during 1990 to discuss restructuring the salary and rank increment levels for Senior Officers.

SENIOR OFFICERS ASSOCIATION

BOARD

Ma Maples

J. Swain

L. Graker

B.J. Moore secretary

Rick Dawson

DATED Oct 27, 1989

DATED Oct 26 1989