

SOURCE	BORN		
EFF.	94	01	01
TERM.	96	03	31
NO. OF EMPLOYEES	40		
NOMBRE D'EMPLOYÉS	2N.		

# SENIOR OFFICERS COLLECTIVE AGREEMENT

between

**THE REGIONAL MUNICIPALITY OF HALTON  
POLICE SERVICES BOARD**

and

**THE HALTON REGIONAL POLICE  
SENIOR OFFICERS ASSOCIATION**



**January 1, 1994 - March 31, 1996**

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**THIS AGREEMENT** made this **28th** day of **November** , 1996

**BETWEEN**

**THE HALTON REGIONAL POLICE  
SERVICES BOARD  
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 here to have agreed as follows:**

**ARTICLE 1- PURPOSE**

**1.01 The Purpose of this Agreement is to comply with the Police Services Act 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, DEFINITION AND NO DISCRIMINATION

- 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 Service, save and except the Chief and/or Deputy Chiefs as the case may be.
  - (b) "Association" means the Halton Regional Police Senior Officers Association.
  - (c) "Board" means the Halton Regional Police Services Board or its delegate or designate.
  - (d) "Chief" means the Chief of Police of the Halton Regional Police Service.
  - (e) "Service" means 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 Service **of** either Burlington, Oakville, Milton or Georgetown and of which he/she 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 This Agreement shall apply to all full-time senior officers and civilian members of the Halton Regional Police Service as defined by the Police Services Act. The inclusion or exclusion of any new and existing civilian classifications will be a matter of discussion between the Board and the Association.
- 2.04 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.
- 2.05 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.
- 2.06 The Association agrees there will be no discrimination, interference, restraint or coercion exercised or practised by the Association, or by an member or representative of the Association, **with** respect to any member who is not a member of the Association.

### **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 Regulations thereto, **it is** the exclusive function of the Board **to**:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, direct, classify, transfer, promote, demote or suspend or otherwise discipline any member of the Police Service;
- (c) Without limiting the generality of the above, generally **to** supervise and direct the operations of the Service.

3.02 If a member claims that the Board has exercised any of the functions outlined in paragraph (b) and (c) 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 the Regulation as amended from time to time. Membership in the Association shall not be a condition of employment.

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

4.03 During the term of 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 5 - ASSOCIATION REPRESENTATION**

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

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

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

## **ARTICLE 6 - HOURS OF WORK**

- 6.01 The normal hours of work for sworn members shall be eight (8) continuous hours per day, forty **(40)** hours and five (5) 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.
- 6.02 The normal hours of work for non-sworn 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) or four **(4)** hours of work. The Chief of Police may implement new **shift** schedule arrangements after consultation and discussion with the Association.

## **ARTICLE 7 - COURT TIME**

- 7.01 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.

## **ARTICLE 8 - DESIGNATED HOLIDAYS**

- 8.01 Members ~~shall~~ be allowed an additional day from duty for each of the designated holidays **as** specified in 8.02. A day for each designated holiday 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 designated holiday scheduled from duty as set out herein.
- 8.02 For **the** purposes of ~~this~~ Article, designated holidays mean :
- |                |                   |
|----------------|-------------------|
| New Year's Day | <b>Labour</b> Day |
| Good Friday    | Thanksgiving Day  |
| Easter Monday  | Remembrance Day   |
| Victoria Day   | Christmas Day     |
| Canada Day     | Boxing Day        |
| Civic Holiday  | Unnamed           |
- 8.03 A member shall have the option of working ~~these~~ designated holidays provided **the** member notifies the Chief of Police, in writing, of their intentions prior to January 1 of the calendar year.
- 8.04 A member who exercises the option and works the designated holidays shall be paid twelve (12) days pay in addition to his/her normal pay for working ~~these~~ days, which shall be paid on the first pay in December.
- 8.05 A member who exercises the option and takes **six** (6) days **off as** designated holidays **with** pay and six (6) days pay in addition to normal pay, 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 for special circumstances and consideration not covered by ~~this~~ Agreement, with the approval of the Chief of Police or designate.
- 8.08 Article 8 shall be granted, subject to the exigencies of the service and when necessary, Article 16 (Seniority), will apply.
- 8.09 A member appointed after January 1 shall be eligible ~~for~~ a proportionate number of days provided in Article 8.02 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 9 - SICK LEAVE CREDIT PLAN .

- 9.01 (a) Members, who had vested rights as of October 1, 1979, according to 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 his credit~~ in cash, based on the rate of pay of the members 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 service not later than seven (7) days after the commencement of **his** sickness or upon returning 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 employee's personal physician, reporting the 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 9, 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 9 of this Agreement, then for such amounts the Board shall be subrogated to all rights **of** recovery and chooses-in-action to which **the member** is or is about to become entitled 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 from** an employer or person other than the Police Service.

## **ARTICLE 10 - ANNUAL VACATION**

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 sixteen (16) years **of** continuous service - **four (4) weeks**.
- (e) Members with sixteen (16) years, but less than twenty-two (22) years **of** continuous service - **five (5) weeks**.
- (f) Members with twenty-two (22) years, or more - **six (6) weeks**.
- (g) In the 27th year of service - **six (6) weeks** vacation plus one (1) vacation day. **For** every additional year thereafter, one (1) vacation day will be granted to a maximum **of** five (5) eight hour days.
- (h) **When** members retire consistent **with** the terms of OMERS, regardless of the date of retirement within **the** year, they shall receive their **full** annual vacation for the calendar year in which they retire.

10.02 Vacation **period shall** be **allocated** by the Chief of Police or designate and, in **doing so**, the Chief **of** Police or designate shall have regard **first** for the exigencies and needs of the service, then secondly to the wishes **of** the member. Article 16 (Seniority) **shall** be the governing factor. In any event, no **more** than **three (3)** consecutive weeks **from** June 1 to Labour Day shall be scheduled, except with special permission of the Chief **of** Police or designate.

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

#### **ARTICLE 11 - BEREAVEMENT LEAVE**

11.01 (a) In the event of a death of the immediate family of a member and upon notice to the Chief of Police, a member shall be granted three (3) days. For the purposes of ~~this~~' Article, the immediate family means: wife, husband, common-law spouse, daughter, son, mother, father, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister, brother, or a person in loco parentis.

(b) In the event of a death of a member's brother-in-law, sister-in-law, 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 12 - LEAVE OF ABSENCE - ASSOCIATION BUSINESS, PREGNANCY & PARENTAL**

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12.01 ~~Three~~ (3) members will be granted leave of absence with pay ~~to~~ attend the ~~Ontario~~ Senior Officers' Police Association Annual Conference. 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 Senior Officer' Police 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 time ~~off~~ without ~~loss~~ of salary for ~~meetings~~ with the Board Bargaining Committee respecting negotiations, and for conciliation, or arbitration.

### Pregnancy Leave:

12.04 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 and in accordance with the following provisions:

- a) Pregnancy leave shall be administered in accordance **with** Part **XI** of the Employment Standards Act of Ontario, as amended. A member commencing such leave who is in receipt of U.I. pregnancy benefits pursuant to s.30 of the Unemployment Insurance Act Regulation 57(14) shall be paid a supplementary unemployment benefit in an amount which **with** her U.I. pregnancy benefit brings her Compensation to 75% **of** her regular weekly earnings. Such payment **shall** commence following completion of the 2 week unemployment insurance waiting period and **shall** continue while the employee is absent on Pregnancy Leave and is in receipt of such U.I. benefit for a maximum period of 15 weeks. To determine entitlement for supplementary benefits, the employer will verify that the employee is in receipt of U.I. benefits by requesting the employee to submit a copy of her benefit statements. In respect to the two (2) week U.I. waiting period, the member shall be paid 75% of her regular weekly earnings.
- b) 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;
- c) For **the purpose** of the OMERS plan, pregnancy leave is an authorized leave of absence for which **the** employee may pay the required employee contributions and thereby establish credited service for such absence. The employer shall pay the employer share of OMERS contributions unless the members gives **written** notice prior to the leave that she will not pay the employee's share.
- d) **Seniority** shall continue to accrue during pregnancy leave;
- e) 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:

- 12.05 (a) Parental leave without pay **shall** be in accordance with the Employment Standards **Act** of Ontario, as amended, to a maximum of 18 **weeks**
- (b) Seniority shall continue to accrue during parental leave.

### **Extended Parental Leave:**

- 12.06 (a) An extension of parental leave beyond the minimum requirements of the Employment Standards Act may be granted to members subject to the exigencies and needs 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.
- 12.07 Members on pregnancy leave, 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.
- 12.08 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."
- 12.09 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.
- 12.10 Pregnancy Leave, for any member who does not qualify pursuant to the provisions **of the** Employment Standards Act, as amended, shall be at the discretion **of the** Chief **of** Police, as shall any requested extension thereof.
- 12.11 Any member who adopts a child (or children) shall be **subject** to the same rights and obligations, mutatis mutandis, as those specified above in 12.04(a), except that, the period of leave of absence shall commence when the child (or children) is received.

### **ARTICLE 13 - SALARY RATES**

- 13.01 (a) The annual salary for each classification and rank is set out in Schedule "A" of **this** Agreement
- (b) The members acknowledge and agree that as of December 31st of each year, if they are paid accurately and consistently in accordance with the pay methodology **outlined** below, each member will have been fully paid their regular annual salary for their services under **this** collective agreement

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

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

Daily Rate = The daily rate shall be determined by dividing the annual salary by 260.89.

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

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

Members who commence their employment during a bi-weekly pay period shall be paid, on their first pay date, the number of actual days worked during that period multiplied by the daily rate.

Members who terminate their employment for any reason at any **time** during the year other than on December 31st shall have their last pay calculated to reflect the actual number of days worked in that calendar year.

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

- 3.02 Except as otherwise provided for in Article 13, a member authorized by the **Chief** of Police as a temporary replacement for a member holding the rank of Superintendent, shall always be paid at **the** Level I rate in Schedule A. Such time worked does not accrue towards anniversary adjustment in some **future** permanent assignment

A Superintendent who is in an Acting Deputy Chief **or** Acting Chief position shall be paid in accordance **with** Board policy attached to **this** Agreement as Schedule "D".

- 13.03 Senior Officers in the rank of Superintendent and the Inspector in charge of Regional CIB have the option to be provided with an unmarked police vehicle for combined service **and personal** use. Conditions **of** such use are per Schedule "B" of this Agreement.

#### **ARTICLE 14 - 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) Extended Health Plan covering drugs, nursing care, hospital expenses, ambulance service and supplies, accidental and emergency treatment, etc., **with** an annual deductible **of** ten (\$10.00) dollars payable by the member.

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

- (i) Chiropractor, Osteopath, Podiatrist, Choropodists; three hundred dollars (\$300.00) maximum per benefit year.
- (ii) Audio-Hearing Aids; *three* hundred dollars (\$300.00) maximum every three **(3)** years.
- (b) (i) Upon the death of a member, Life Insurance coverage is **two** (2) times the annual salary **of** the member, plus an identical amount for accidental death and dismemberment benefits as per the schedule.
- (ii) The Board will also pay two (2) times the difference between salary earned at the time of leaving work due to medical reasons, and salary at the time of death, which is the amount of salary that is not covered by **our** Life Insurance Policy held by the Region.
- (c) Dental Plan; Blue Cross #9 **or** equivalent, the O.D.A. fee schedule to be the current year, Orthodontic Rider with 50% reimbursement, **two** thousand dollar **(\$2,000)** lifetime maximum per member and each dependent, and Rider **4**, Caps and Crowns with 80% reimbursement, one thousand dollar (\$1,000.) maximum **per** year per member and each dependent
- (d) Effective January 1, 1991, Vision Care for members and dependents, maximum two hundred Dollars (\$200.00) in a **24** month period.
- (e) Effective October 1, 1988, a long term disability plan will be provided that ensure 66.66% salary coverage after seventeen (17) **weeks** of disability to a maximum of **three** thousand **Dollars** (\$3,000.) **per** month. Effective December 31, 1992, **this** maximum becomes five thousand Dollars (\$5,000) **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.

- 14.03 **The** Board will pay the total premiums for the benefits outlined in 14.01 (a), (b), (c), (d) and (e) above. In the event **of** 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 For members who retired **between** March 12, 1986 and October 25, 1989 inclusive, in accordance **with** OMERS 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 14.01(a)**. **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;
  - (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."
- 14.05 For members who **retired** on or after October 26, 1989, in accordance with the **terms** of OMERS, the **Board** agrees to provide members with coverage under 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),(c) and (d).
- (a) Coverage under 14.01 (a) will be provided to members and their spouse **from** retirement to age sixty-five (65).
  - (b) Coverage under 14.01 (c) will be provided to members and their spouse from retirement to age sixty-five or for a period of ten (10) years, whichever occurs first.
  - (c) Coverage under 14.01 (d) will be provided to the member and their dependents 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.
  - (e) Coverage in 14.05 will continue to be provided to members and their spouses **from** the date of the member's **retirement to** 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 the deceased **member** who have reached age sixty-five (65) **or until** the **surviving** spouse remarries, whichever occurs **first**.
- 14.06 Effective **with** the signing of **this** Agreement, a **Survivors** Pension will be provided to the survivor of **a** member who **dies as** a result **of** the performance of their duties. This pension will provide one hundred **per cent** (100%) **of** the member's **gross salary** at the **time of** death. The Survivors Benefit will include **other** Benefits received such as Pension and Worker's Compensation. **The** Pension will be provided for a maximum **period of** five (5) years or until the survivor remarries or the equivalent

- 14.07 All outstanding benefits under Article 14 will accrue to the estate of a deceased member.
- 14.08 Benefits and other Economic Issues Except for Salary - Changes negotiated by the Halton Regional Police Association shall also apply to **this** agreement.

#### **ARTICLE 15 - PENSIONS**

- 15.01 All Members shall participate in the Ontario Municipal Employees Retirement System (OMERS) basic pension plan which shall be administered consistent with the rules and regulations of OMERS pension plan. 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. The taxable benefit of a vehicle shall be considered as contributory earnings.
- 15.02 The Police Services Board supports the principle of the members' purchase of Optional service on **the** condition that there is no cost or liability whatsoever to the Board.

#### **ARTICLE 16 - SENIORITY, LAYOFF AND RECALL**

- 16.01 **For** members covered by this Agreement, seniority shall be based upon the member's continuous length of service with the Service.
- 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 of 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 an approved leave of absence.
- 16.04 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 Service Act, the layoff shall **occur** in reverse order of **seniority** according to their taken on strength date, subject to the exigencies and needs of the service. When a vacancy in the complement **of** the Service exists, the members on layoff **shall** be **recalled** in order **of seniority**, provided that they hold the **skills** and qualifications for the position or could **attain those** qualifications within **sixty** (60) working days of recall. Where a layoff will result in a reduction of service, it shall not be implemented until such time **as** the **Ontario** Civilian commission on Police **Service** has made a determination under **Section 40** of the Police Services Act.
- 16.05 The Board is to endeavour to give as much notice 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 the date of 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 to **by** the Board.

**A** \_\_\_\_\_ **S**

17.01 A member may inspect **his/** her personal employment file **on** reasonable notice to the Chief of Police or designate.

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

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

#### **ARTICLE 18 - MEAL ALLOWANCE**

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

18.02 **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.

#### **ARTICLE 19 - CLEANING ALLOWANCE**

19.01 The Board will supply **thirty-five (35)** cleaning chits per year to all members for the cleaning of **uniforms** or business attire, if applicable, and two (2) chits per year for the cleaning of **parkas and** 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 20 - 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 (\$75.00) per year payable on the first pay period in December. For members in **their** retirement year, service bars will be paid in the month of their retirement
- 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 21 - 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 (\$5.00) per day of course to attendance, in addition to all other expenses and allowance.
- 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 22 - CLOTHING REIMBURSEMENT**

- 22.01 Each **sworn** member assigned to plain clothes duties will be reimbursed the **sum** of one thousand dollars (\$1,000) for the purchase of such clothing for expenses incurred **during** the current year. Members will be responsible for the keeping **of** receipts. This is payable in **the** first pay **period** in December. **All** other members will be reimbursed a sum of five hundred dollars (\$500.) for clothing.

## **ARTICLE 23 - PHYSICAL EXAMINATIONS**

- 23.01 (a) All members of the Service shall be required to have an annual medical examination conducted **by** a qualified medical practitioner designated by the Board. The medical examination shall **be** arranged and paid for by the Board. Members of the Service shall not suffer any **loss** of pay as a result of having to attend for a medical examination during normal hours of duty.
- (b) Each member who **attends** for a medical examination shall be provided with a copy of the doctor's medical report pertaining to the examination and a copy shall also be sent to a designated representative of the Board. If the member is not satisfied with their medical report, they may, at **their own** expense, present medical evidence from another doctor of their choice.
- (c) The Board **shall** endeavour to find alternative employment for any member **of** the Service **who** is found to be medically unfit **for** active police duty, in accordance with the Police Services Act and Regulations.

## ARTICLE 24 - LEGAL INDEMNIFICATION

**24.01** 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 as a police officer, shall be **indemnified** for the necessary and reasonable legal **costs** incurred in the defense of such charges.

**24.02** Notwithstanding Article **24.01**, the Board may refuse payment otherwise authorized under Article 24.01 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.

**24.03** 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 **Chief** of Police and/or the Board are not joined in the action as a party pursuant to section 50 (1) of the Police Services Act, and the Chief of Police and/or the Board does not defend the action on behalf of itself and the member as joint tortfeasors at the Board's sole expense; or
- (b) Where the **Chief** of Police and/or the Board are joined as a party or elects to defend the action, **but** the Solicitor retained on behalf of **the** Chief of Police and/or the **Board** and **the** member, is of the view that it would be improper for him/her to act for both the Chief and/or the Board and **the** member in that action.

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

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

OR

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

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

24.06 Where a member intends to apply to the Board for indemnification pursuant to the provisions of **this** Article, the member shall, **within** thirty (30) days of being charged or receiving notice of other legal proceedings covered herein, or receiving notice that he/she 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 for approval to retain counsel and approval of the counsel to be **so** retained.

(a) 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.

(b) The application of the member of indemnification shall include,

(i) a fee schedule provided by the lawyer setting out his or her hourly rate to be charged in respect of preparatory work and his or her per diem rates for **full** or half days for trials or any other hearings provided for in **this** Article.

(ii) an estimate, where practicable, of the total charges that will be incurred in the matter, and;

(iii) the lawyer's undertaking **to** submit monthly statements to the Board **showing** the time spent and the charges incurred on the file during the month.

(c) The Board or designate has the right to negotiate fees with the lawyer **to** be **retained**, **and** the affected member has the right **to** be present during the fee negotiations.

24.07 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 responsibility irrespective of the outcome **of** the proceedings and neither the member nor the Board may rely upon **the** other provisions of **this** policy.

- 24.08 For greater certainty, members shall not be **indemnified** for legal **costs** arising from:
- (a) grievances or complaints under the Collective Agreement between the Board and the Association or under the Police Services Act
  - (b) the actions or omissions of members acting in their capacity as private citizens;
  - (c) proceedings and discipline charges under the Police Services Act and Regulations, except hearings before Boards of Inquiry as provided for in Article 24.05 of **this** Agreement
- 24.09 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 24.02 hereof.
- 24.10 For the purposes of **this** Article, "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, assessment on a solicitor and client basis by the assessment officer. In any event, "reasonable" shall be defined as not exceeding \$250.00 **per** hour.

#### **ARTICLE 25 - GRIEVANCE PROCEDURE**

- 25.01 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, may be dealt with in accordance with the following procedure:
- 25.02 When a member has a complaint, he or she shall forthwith convey **to his** or her immediate supervisor and/or Manager, orally or in **writing**, all facts relative to the complaint **The** member and **the** supervisor shall make every attempt to resolve the problem at **this** preliminary stage. The member shall have no right of procedure unless he or she has first attempted to resolve the difference by **this** preliminary procedure.
- 25.03 If the member **and** the **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** The grievance shall be reduced to writing using the Grievance **Form** and submitted to the **Senior** Officer and/or **Director** in charge of the Division or **Unit**. A **Senior Officer** shall meet **with** the aggrieved member, who may be accompanied by a representative of the Association at **this** step. **The Senior** officer shall render a written decision **within** six (6) working days following such meeting.

**Step 2** If no satisfactory settlement is reached at Step 1, to the written grievance, the aggrieved member or an Association representative, may within six (6) days of receipt of the response at Step 1, submit the grievance to the Chief of Police. The Chief of Police or designate shall meet regarding the grievance. The aggrieved member may be accompanied by a representative of the Association at **this** Step. The Chief of Police or designate, shall render a written decision within six (6) working days following such meeting.

**Step 3 (a)** If no satisfactory settlement is reached at Step 2, the Association, may within six (6) working days of the written response at Step 2, shall arrange to submit the grievance before the Board Grievance Committee at which time it will hear submissions **from** the representatives of the grievors. The **Board** Grievance Committee shall render its decision within three (3) weeks following such meeting.

(b) A record of proceedings relative to Steps 1 and 2 shall be prepared by the grievor's representative for review by the Board Grievance Committee. **This** record shall include:

- (i) A notice of appeal outlining the reasons(s) for appeal;
- (ii) all relative documentation from previous steps;
- (iii) Decisions from previous steps;
- (iv) Any legal documentation **or** case law to be relied upon.

(c) Despite **the** foregoing the Board and **Chief** may refuse to consider any complaint for which the circumstances which **arose** more than twenty-five (25) working days before the said complaint **was** submitted in Step 1 outlined above, unless waived by the Board and Chief. If on submission **of** a grievance at any step in **this** procedure, the aggrieved member does not receive a **response** for the purpose **of setting** a meeting **within thirty (30)** days of the submission, the member may submit the grievance to the next step of the procedure.

**Step 4 (a)** The Association may **within** fifteen (15) working days after receipt of the written decision **of** the Board, submit the grievance **to** conciliation as provided by the Police Services Act, by notifying the Board in **writing**. The notice shall include:

- (i) the statement of the grievance and remedy sought;
- (ii) the names of one **or** more proposed arbitrators.

(b) Within ten (10) working days after the receipt of such notice, the Board **shall** indicate whether **or** not it accepts one of the proposed arbitrators and if it does not, then its reply **shall** contain the name and address **of** one **or more persons** whom it proposed **as** arbitrator. If the parties **fail** to agree on **a** arbitrator **within a further** five (5) days, either party may request the Solicitor General to appoint a single arbitrator **to** hear the **dispute**.

- 25.04 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 hereinbefore limited.
- 25.05 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. The Board may waive Step 3 **of** the grievance procedure, if **so** desired.
- 25.06 Any time limit herein contained may be extended by mutual consent
- 25.07 (a) Either party **to this** Agreement may lodge a grievance in writing, using the Grievance **Form**, 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. **This** process shall commence at Step 2 and the said Steps shall apply mutatis mutandis to each grievance.
- 25.08 An arbitrator appointed pursuant to the provisions herein:
- (a) Shall determine his/her **own** procedure, provided he/she gives full opportunity to all parties to present evidence and make representations;
  - (b) may rectify any clerical **or** typographical or other error or omission, but otherwise **shall** not have the power to alter or amend any provisions **of** this Agreement;
  - (c) may have access, when accompanied by both parties, to view the Board's premises to view locations, working conditions, equipment **or** operations which may be relevant to the resolution of the grievance;
  - (d) shall have the jurisdiction to determine whether a grievance **is** arbitrable;
  - (e) shall, provided that the rights of either party are not prejudiced and that there has been compliance **within** the procedures contemplated by the Article, entertain and determine the real issue in dispute according to its merits and shall make whatever disposition **of** it her/she deems just and equitable;
  - (f) shall issue a decision which **is** final and binding upon the parties and upon any member affected **by** it
- 25.09 Each **of** the **parties** shall pay one-half (1/2) **of** the remuneration and expenses **of** the arbitrator.

## **ARTICLE 26 - TECHNOLOGICAL CHANGES**

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

## **ARTICLE 27 - DURATION**

27.01 **This** Agreement shall be deemed to have become effective on the first day of January, 1994 and to have remained in force ~~until~~ the thirty-first day of March, 1996 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

X




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 28th day of November, 1996 )

at the Town of Oakville )  
Province of Ontario )

HALTON REGIONAL POLICE )  
SERVICES BOARD )

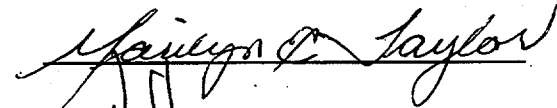
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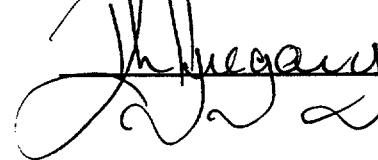
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HALTON REGIONAL POLICE )  
SENIOR OFFICERS' )  
ASSOCIATION )

Per: )

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**SCHEDULE "A"**

**1993 SALARY**

<b>Superintendent</b> (Headquarters)	<b>Level I (160%)</b>	<b>\$81,998.42</b>
	<b>Level II (165%)</b>	<b>\$84,560.87</b>
	<b>Level III (168%)</b>	<b>\$86,098.34</b>
<b>Superintendent</b> (Districts)	<b>Level I (150%)</b>	<b>\$76,873.52</b>
	<b>Level II (155%)</b>	<b>\$79,435.97</b>
	<b>Level III (158%)</b>	<b>\$80,973.44</b>
<b>Inspector</b>	<b>Level I (140%)</b>	<b>\$71,748.61</b>
	<b>Level II (145%)</b>	<b>\$74,311.06</b>
	<b>Level III (148%)</b>	<b>\$75,848.53</b>

Constable 1st Class Salary = Jan. 1993 - \$51,249.00

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Advancement to 2nd and 3rd levels will be based on a yearly appraisals and recommendation of **the** Chief of Police to the Police Services Board and the Board's confirmation.

**Any Superintendents** based in Headquarters will be paid at the level 1 rate, and will advance based on **the** Anniversary date of the most recent assignment to the position and advancement to 2nd and 3rd levels will be based on a yearly appraisal and recommendation of the Chief of Police **to** the Police **Services** Board and **the** Board's confirmation.

It is understood that an individual who is rotated to a new position as a Superintendent based in Headquarters will always start **at** the Level I rate notwithstanding any **previous** experience in the position. An individual rotated to Superintendent based in Headquarters position in **which** that Superintendent has previous permanent experience shall be given credit for such experience.

**Director of Administrative Services:**

**1993 SALARY**

<b>Level XIII Grid 1</b>	<b>\$63,009.48</b>
<b>Level XIII Grid 2</b>	<b>\$68,485.49</b>
<b>Level XIII Grid 3</b>	<b>\$73,960.48</b>
<b>Level XIII Grid 4</b>	<b>\$79,435.46</b>

**Finance Manager, Records Manager, Manager of Administrative Services & Personnel Manager:**

**1993 SALARY**

<b>Level XI Grid 1</b>	<b>\$46,214.80</b>
<b>Level XI Grid 2</b>	<b>\$52,825.80</b>
<b>Level XI Grid 3</b>	<b>\$57,124.99</b>
<b>Level XI Grid 4</b>	<b>\$61,659.26</b>

**Chief of Police Secretary:**

**1993 SALARY**

<b>Level VII Grid 1</b>	<b>\$31,737.73</b>
<b>Level VII Grid 2</b>	<b>\$36,458.14</b>
<b>Level VII Grid 3</b>	<b>\$39,591.66</b>
<b>Level VII Grid 4</b>	<b>\$42,886.86</b>

**Secretary, Deputy Chief of Operations & Deputy Chief of Administration:**

**1993 SALARY**

<b>Level VI Grid 1</b>	<b>\$29,387.35</b>
<b>Level VI Grid 2</b>	<b>\$33,757.97</b>
<b>Level VI Grid 3</b>	<b>\$36,659.23</b>
<b>Level VI Grid 4</b>	<b>\$39,711.19</b>

## SCHEDULE "B"

### POLICY ON VEHICLE USAGE PER ARTICLE 13.03

1. Record must be kept of all personal usage of **the** vehicle **by** kilometer. Record books will be assigned to each vehicle and it is the responsibility of the employee **to** maintain the same.
2. All Members who are eligible for **this** policy are required to be on call at all times.
3. **Off** duty vehicle usage will be limited to evenings and weekends. While **the** employee is **on** vacation, the vehicle will remain with the Police Service.
4. The spouse **of the** employee may operate the vehicle while the employee is an occupant of said vehicle.

Each vehicle has its **own** cost centre and all of **the** repairs, maintenance and fuel costs are charged to the **centre**. **The Director of Staff** Services will forward **this** information to the Region **at** years **end**.

5. Taxable benefits will be calculated per Revenue Canada guidelines in **effect** at **any** time during the agreement, in cooperation with Regional staff.



# GRIEVANCE FORM

Grievance No. \_\_\_\_\_

Employee # \_\_\_\_\_

Association \_\_\_\_\_

Classification \_\_\_\_\_

Name \_\_\_\_\_

Unit/Bureau \_\_\_\_\_

Supervisor \_\_\_\_\_

Statement of Alleged Violation :

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Article(s) Allegedly Violated :

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**Statement of Facts to Support Grievance :**

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**Statement of Redress Sought :**

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**Signature of Member/Association Representative      Yr.      Mo.      Day**

Name \_\_\_\_\_ Employee No. \_\_\_\_\_

**Step 1 Senior Officer/Manager in Charge**

Date and Time Grievance Received \_\_\_\_\_

Response

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**Step 2 Chief of Police**

Date and Time Grievance Received \_\_\_\_\_

Response \_\_\_\_\_

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**Step 3 Board Grievance Committee**

**Date and Time Grievance Received**

**Response** \_\_\_\_\_

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**Step 4 Written Request for Arbitration received by Board on**

**Yr.**

**Mo.**

**Day**



## SCHEDULE "D"

### **Board Policy RE: Acting Pay for Deputy Chief and Chief of Police**

The Halton Regional Police Services Board advise the Halton Regional Police ~~Senior~~ Officers' Association ~~of its~~ policy on the above ~~noted~~ matter, such policy is not intended to form a part of the Collective Agreement:

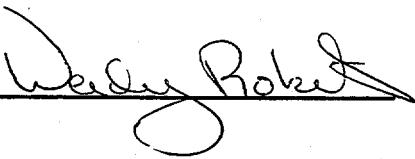
- (a) Compensation will be provided to a member of the HRPS who acts in ~~the~~ rank of Chief or Deputy Chief under the following conditions:
  - (i) ~~The~~ member must act in the rank for a ~~minimum~~ of six (6) consecutive work weeks or with Board approval on extenuating services;
  - (ii) The member shall receive the base salary rate for the rank in which they are acting;
  - (iii) Compensation ~~shall~~ be provided for acting in ~~the~~ rank in ~~situations~~ of prolonged illness, termination, or ~~other~~ periods ~~of~~ absence, other than vacation.

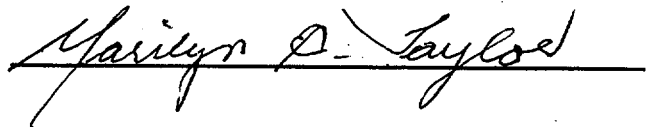
**LETTER OF UNDERSTANDING**

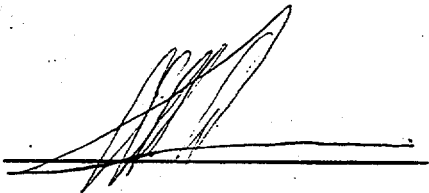
It is agreed that in lieu of all overtime worked, all members of the Senior Officers' Association shall be granted two weeks off lieu time.

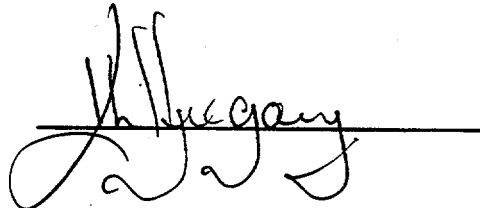
HALTON REGIONAL POLICE  
SERVICES BOARD

HALTON REGIONAL SENIOR  
OFFICERS' ASSOCIATION

  
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