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WINDSOR POLICE SERVICES BOARD (UNIT A)

WINDSOR POLICE ASSOCIATION

INDEXED

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**2003 – 2005**  
**UNIT "A" AGREEMENT**

CONTENTS

Section	Title	Page
1	Coverage.....	3
2	Interpretation.....	3
3	Recognition.....	3
4	Classifications & Salary Schedule.....	4
5	Contract Duty Employment.....	5
6	Hours of Work.....	6
7	Lunch Period.....	7
8	Two Officer Cars.....	7
9	Vacation & Statutory Holidays.....	7
10	Pregnancy & Parental Leave.....	10
11	Bereavement Leave.....	11
12	Emergency Leave.....	12
13	Sick Leave Absence.....	12
14	Court Time & Overtime.....	13
15	Overtime Other Than Court Time.....	13
16	Court Time.....	15
17	Temporary Assignment in a Higher Rank.....	17
18	Payment of Overtime.....	17
19	Shift Differential.....	18
20	Service Leave.....	18
21	Special Pay Allowance.....	19
22	Plainclothes Reimbursement.....	20
23	Educational Assistance.....	20
24	Uniforms & Equipment.....	21
25	Cleaning of Uniforms.....	22
26	Medical Services & Hospital Care.....	22
27	Insurance & Pension Plans.....	23
28	Tendering.....	25
29	Pecuniary Aid to Widows.....	25
30	Attendance at Association Meetings.....	25
31	Complaint & Grievance Procedure.....	26
32	Legal Indemnification.....	27
33	Workers' Compensation.....	30
34	Appendices.....	30
35	Terms of Agreement.....	31
	Schedule A 2003 - 2005 Uniform Salary Schedule.....	32
	Senior Constable Qualifications.....	35

Schedule B	Compressed Work Week Schedule Uniform (10-10-8).....	37
Schedule C	Compressed Work Week Schedule Investigation Services (10-10) .....	38
Appendix 1	Sick Leave By-law 980.....	39
Appendix 2	Medical & Hospital Care By-law 6342.....	43
Appendix 3	City of Windsor Pension By-law 156 .....	45
Appendix 4	City of Windsor Pension By-law 2577 .....	46
Appendix 5	Police Commission Pension By-law 107 .....	47
Appendix 6	Green Shield Letter of Agreement - Schedule of Eligible Services .....	48
Appendix 7	Job Sharing Agreement .....	67

**LETTERS OF INTENT**

1	Video Display Terminals.....	70
	Police Investigations by Members of Executive of Windsor Police Association.....	70
	Cadet Pension.....	70
2	Workers' Compensation.....	71
3	Sick Leave Gratuity.....	72
4	Coverage of Medication Not Covered by OP Plan.....	73
5	Cadet Pensions.....	74
6	O.M.E.R.S. Type III Surplus.....	75
7	Pay Equity, Medical Documents & Committees.....	76

**THIS AGREEMENT MADE THIS 25<sup>th</sup> DAY OF JULY, 2003.**

**BETWEEN: THE WINDSOR POLICE SERVICES BOARD  
OF THE FIRST PART:**

**-AND-**

**THE WINDSOR POLICE ASSOCIATION  
OF THE SECOND PART:**

**SECTION 1 - COVERAGE**

01-01 This Agreement applies to all members of the Police Service of the City of Windsor, including the Chief of Police, Deputy Chiefs of Police, Cadets and Civilian Employees. Cadets and civilian employees shall be part of a separate agreement between the Board and the Association. This agreement is made pursuant to the Police Services Act R.S.O., 1990 and amendments thereto as the said Act and Regulations may be amended from time to time.

**SECTION 2 - INTERPRETATION**

02-01 In this Agreement:

“**Board**” shall mean the Windsor Police Services Board.

02-02 “**Association**” shall mean the Windsor Police Association.

02-03 “**Members of the Service**” shall mean all members of the Service save and except the Chief of Police, and Deputy Chiefs of Police, and excluding the Cadets and Civilian Employees who shall be part of a separate agreement between the Board and the Association. This agreement made pursuant to the Police Services Act R.S.O., 1990 and amendments thereto as the said Act and Regulations may be amended from time to time.

02-04 “**Call-in**” shall mean to cause a member to return to duty after his/her shift has concluded or to attend duty before his/her shift commences, or on a leave day but shall not include attendance at court or matters related to court. “Call-in” shall include a return to duty for purposes of off duty arrests and mandatory meetings. The off duty arrests shall not include contract duty arrests.” “Call-in” shall not include meetings with the Crown Attorney that occur on the same date that the matter is scheduled before the courts and the member is required to attend as a witness. (revised 2003)

02-05 “**Stand-by-Duty**” shall mean that period of time when a member is off duty and has been notified to be available for duty, and shall also be known as being “on call”.

02-06 “**P.A.O.**” shall mean the Police Association of Ontario.

**SECTION 3 - RECOGNITION**

03-01 The Board hereby recognizes the Association as the sole collective bargaining agent for the members of the Police Service coming within the coverage of this Agreement.

03-02 The Board agrees that there will be no discrimination, interference, restraint, or coercion exercised or practised by the Board or any of its representatives with respect to any member of the Police Service because of his/her membership or connection with the Association and that membership in the Association by members of the Police Service who are eligible to join will not be discouraged.

- 03-03 The Association agrees that there will be no intimidation, interference, or coercion exercised or practised upon members of the Police Service by any of its members or representatives.
- 03-04 The Association and the Board agree that membership in the Association is on a voluntary basis.
- 03-05 The Board agrees that all members of the Police Service whether or not they are members of the Association are required as a condition of employment to pay the Association a sum equal to the monthly Association dues.
- 03-06 The Board agrees to authorize a deduction for Association dues from the pay of every member of the Service within the scope of this Agreement and to transmitting the total amount of such deductions to the Association by the end of the month in which said deductions are made.
- 03-07 The Board agrees that if it becomes necessary to reduce the Service, this shall be accomplished in reverse order of seniority, and further, that any recall from layoff shall be accomplished in reverse order of layoff in that the last member laid off shall be the first member recalled, further that the member's seniority shall remain intact, if he/she returns within 30 days.
- 03-08 A) The Association recognizes that, subject to the Police Services Act and Regulations made thereunder by the Lieutenant Governor in Council, it is the exclusive function of the Board to:
- i) maintain order, discipline and efficiency;
  - ii) hire, direct, classify, transfer, deploy, promote, lay-off any employee and to suspend or otherwise discipline and discharge any employee for just cause; and
  - iii) the Association further recognizes the right of the Board to operate and manage its business in all respects in accordance with its responsibilities.
- B) The exercise of such rights by the Board shall be subject to the right of the Employee or the Association to lodge a grievance in the manner and to the extent provided herein or the arbitration procedure set out in the Police Services Act, or dealt with under the procedures within the exclusive jurisdiction of the Ontario Civilian Commission on Police Services prescribed in the Police Services Act, as the case may be.
- C) The Board agrees that no member will be dealt with adversely without just cause, and that it will exercise the functions outlined in paragraph (A) without discrimination and in a manner consistent with this Agreement, the Police Services Act and the Regulations made thereunder by the Lieutenant Governor in Council.

#### **SECTION 4 - CLASSIFICATION AND SALARY SCHEDULE**

04-01 Effective 01 January 2003, and up to and including 31 December 2005, the classifications and salaries shall be those as shown in Schedule 1 hereto attached and made part of this Agreement.

#### **04-02 SENIOR CONSTABLE PAY**

All members of the Service, qualified as a Senior Constable, with ten years of service shall receive two and one-half percent (2.5%) above the 1<sup>st</sup> Class Constable rate of pay. All members of the Service, qualified as a Senior Constable, with twenty years of service shall receive three percent (3%) above the 1<sup>st</sup> Class Constable rate of pay. To be eligible to receive Senior Constable's pay, members shall be required to meet the criteria as set out in Schedule 'A'. **(revised 2001)**

**Effective July 1, 2003**

All members of the Service, qualified as a Senior Constable, with ten years of service shall receive three and one-half percent (3.5%) above the 1<sup>st</sup> Class Constable rate of pay. All members of the Service, qualified as a Senior Constable, with twenty years of service shall receive five percent (5%) above the 1<sup>st</sup> Class Constable rate of pay. To be eligible to receive Senior Constable's pay, members shall be required to meet the criteria as set out in Schedule 'A'.

**Effective April 1, 2004**

All members of the Service, qualified as a Senior Constable, with ten years of service shall receive four and one-half percent (4.5%) above the 1<sup>st</sup> Class Constable rate of pay. All members of the Service, qualified as a Senior Constable, with twenty years of service shall receive seven and one-half percent (7.5%) above the 1<sup>st</sup> Class Constable rate of pay. To be eligible to receive Senior Constable's pay, members shall be required to meet the criteria as set out in Schedule 'A'.

Members holding the rank of Senior Constable shall be required to be a coach officer if requested and will receive Coach Officer Allowance. Senior Constables shall receive Acting pay if entitled. The Senior Constable rate will be applicable to overtime calculation, insurance and O.M.E.R.S. A member reduced in rank will not be entitled to Senior Constable Pay while so reduced in rank. **(revised 1999)**

04-03

**EMPLOYMENT INSURANCE REBATE**

Effective January 1, 2004, the Employment Insurance Rebate entitlement shall be redirected to the Benefits negotiated effective January 1, 2004. **(new 2003)**

**SECTION 5 - CONTRACT DUTY EMPLOYMENT**

05-01 Effective January 1<sup>st</sup>, 2004 all contract duty employment of the Service shall be in accordance with Contract Duty Directive of the Windsor Police Service and the rates to be charged are agreed and approved as follows:

**CONSTABLES**- hourly rate of a first class constable- minimum 3 hours

(liquor) overtime hourly rate (time and one-half) of a first class constable - minimum 3 hours

**SERGEANTS**- hourly rate of a Sergeant - minimum 3 hours

(liquor) overtime hourly rate (time and one-half) of a Sergeant - minimum 3 hours

**(revised 2003)**

RANK		JAN. 01. 03		JULY 01.03		JAN. 1.04		APR. 04	
		Per Hour	Minimum	Per Hour	Minimum	Per Hour	Minimum	Per Hour	Minimum
<b>Constable</b>	non-liquor	\$31.00	\$ 93.00	\$31.00	\$ 93.00	\$32.15	\$ 96.45	\$32.15	\$96.45
	Liquor	\$46.50	\$139.50	\$46.50	\$139.50	\$48.20	\$144.60	\$48.20	\$144.60
<b>Sergeant</b>	non-liquor	\$35.10	\$105.30	\$36.65	\$109.95	\$37.95	\$113.85	\$38.60	\$115.80
	Liquor	\$52.65	\$157.95	\$55.00	\$165.00	\$56.90	\$170.70	\$57.90	\$173.70

RANK		JAN. 01.05	
		Per Hour	Minimum
<b>Constable</b>	non-liquor	\$33.00	\$ 99.00
	Liquor	\$49.50	\$148.50
<b>Sergeant</b>	non-liquor	\$40.00	\$120.00
	Liquor	\$60.00	\$180.00

**SECTION 6 - HOURS OF WORK**

- 06-01 Subject to the exigencies of the Service, the normal work week for all members of the Service shall be forty (40) hours, comprised of five (5) days of eight (8) consecutive hours each, inclusive of lunch period and relief periods, as in accordance with the policy now in effect.
- 06-02 Days off shall, insofar as reasonable and practical, be consecutive.
- 06-03 It is understood that the five (5) days of eight (8) consecutive hours each week, inclusive of lunch, shall be deemed to be the hours of work for each member for the stipulated salary as listed in Schedule 'A'.
- 06-04 Notwithstanding Section 06-01 and 06-03 the hours of work for Uniform Patrol personnel working a Compressed Work schedule shall be as set out in Schedule 'B'. Further the normal start times shall be as set out in this Schedule. **(revised 1999)**
- 06-05 The start time for members on the shift as set out in Schedule 'B' may be changed to one or two hours earlier or later at the discretion of the Administration. Such changes may be for the whole thirty-five (35) day schedule and the schedule shall be posted ten (10) days prior to the commencement of the schedule. Such amended start times shall only be applicable to a maximum of four (4) constables per shift. Notwithstanding, other start times may be agreed

upon between the Association and the Administration. **(new and renumbered 1999)**

06-06 The current practice of altering start times may continue for emergencies. **(new 1999)**

06-07 The hours of work for Investigation Services personnel working a Compressed Work schedule shall be as set out in Schedule 'C'. Further the normal start times shall be as set out in this Schedule. **(new 1999)**

06-08 JOB SHARING AGREEMENT

The parties have agreed to a job sharing provision. The terms and conditions shall be as set out in Appendix 7 and shall be subject to the approval of the Chief of Police. **(revised and renumbered 1999)**

06-09 DAYLIGHT SAVINGS TIME

Members required to work a tour of duty during the change in times to and from Daylight Savings Time shall be considered to have worked their normal shift. For clarity, when the time moves ahead, the member shall be deemed to have worked their complete eight **(8)** hour or ten (10) hour shift and when the time is moved back the same shall apply. Members will be entitled to any applicable overtime incurred prior to or at the end of their shift. **(new 1999)**

**SECTION 7 - LUNCH PERIOD**

07-01 The lunch period for all members working eight (8) hour shifts shall be one (1) hour. Members shall be required to work at least four **(4)** hours for entitlement to the lunch period. **(revised 1999)**

07-02 The lunch period for all members working ten (10) hour shifts shall be one and one quarter (1.25) hours. Members shall be required to work at least five (5) hours for entitlement to the lunch period. **(new 1999)**

07-03 Members of the Service who do not receive a lunch period shall be credited with overtime at straight time for the period not taken as set out in Section 07-01 and 07-02. **(renumbered 1999)**

**SEC 8 - TWO-OFFICER CARS**

08-01 The present policy relating to two-officer police vehicles shall remain in full force and effect, provided however, that any shift in the Patrol Division commencing before 11:15 in the morning shall be deemed to be a day shift.

08-02 The current policy with respect to the two-officer vehicle policy will be amended to be applicable between the hours of 5:00 p.m. and 7:00 a.m. rather than the current 3:00 p.m. to 7:00 a.m. During the hours of 5:00 p.m. and 7:00 a.m. no one-officer units shall be deployed until the eleven (11) two-officer units have been deployed, providing there are available personnel on duty. **(new 1999)**

08-03 The special tactical units will be used in the calculation of two-officer vehicles with respect to the two-officer vehicle policy if deployed in regular patrol duties. Officers assigned to the City Centre Patrol may be utilized in a two-officer vehicle and will be used in the calculation of two-officer vehicles with respect to the two-officer vehicle policy. **(new 1999)**



**SECTION 9 - VACATION AND STATUTORY HOLIDAYS**

09-01	The annual vacation for members of the Service shall be as follows; upon completion of:														
	<table border="0"> <tr> <td>six (6) months continuous employment</td> <td>1 week (40 hours)</td> </tr> <tr> <td>one (1) year continuous employment</td> <td>2 weeks (80 hours)</td> </tr> <tr> <td>three (3) years continuous employment</td> <td>3 weeks (120 hours)</td> </tr> <tr> <td>ten (10) years continuous employment</td> <td>4 weeks (160 hours)</td> </tr> <tr> <td>sixteen (16) years continuous employment</td> <td>5 weeks (200 hours)</td> </tr> <tr> <td>twenty-two (22) years continuous employment</td> <td>6 weeks (240 hours)</td> </tr> <tr> <td>twenty-eight (28) years continuous employment</td> <td>7 weeks (280 hours)</td> </tr> </table>	six (6) months continuous employment	1 week (40 hours)	one (1) year continuous employment	2 weeks (80 hours)	three (3) years continuous employment	3 weeks (120 hours)	ten (10) years continuous employment	4 weeks (160 hours)	sixteen (16) years continuous employment	5 weeks (200 hours)	twenty-two (22) years continuous employment	6 weeks (240 hours)	twenty-eight (28) years continuous employment	7 weeks (280 hours)
six (6) months continuous employment	1 week (40 hours)														
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three (3) years continuous employment	3 weeks (120 hours)														
ten (10) years continuous employment	4 weeks (160 hours)														
sixteen (16) years continuous employment	5 weeks (200 hours)														
twenty-two (22) years continuous employment	6 weeks (240 hours)														
twenty-eight (28) years continuous employment	7 weeks (280 hours)														

**EFF. Jan. 1, 2004**

Vacation entitlement for each member shall be as set out in this section in the same year as the member completes the required years of Service.

09-01(a) Continuous service shall include time spent in a temporary employment capacity with the Service and also time spent in a full time employment capacity with the Corporation of the City of Windsor if the service, in both cases, is unbroken at the time of hire with the Service. **(new 2001)**

09-02 Notwithstanding anything hereinbefore contained to the contrary Superintendents and Inspectors of the Service shall receive at least five (5) weeks annual vacation. **(revised 2001)**

09-03 All members of the Service shall receive an additional eleven (11) days in lieu of the following statutory holidays:

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

and an additional one (1) day, the date to be granted at the discretion of the Chief of Police, and further that any day so declared as a statutory holiday by Federal or Provincial Authority shall be granted as a holiday in addition to the provisions of this section.

09-03(a) For the purpose of section 09-01 and 09-03 members working the compressed work week, shall have their vacation and statutory holiday allotment converted to hours.

09-04 The officer commanding each division, branch or section will be responsible for the allotment of vacation periods and statutory holidays within his/her own division, having regard to the personnel requirements of his/her division.

09-05 Statutory holidays shall be taken on the day shift at the discretion of the officer commanding, but may if circumstances permit, be granted on the afternoon or night shifts. Members regularly scheduled to work rotating shifts on the eight (8) hour shift will select two (2) weeks, ten (10) working days in additional leave in lieu of statutory holidays. Members regularly scheduled to work rotating shifts on the ten (10) hour shift will select two (2) blocks in additional leave in lieu of statutory holidays to a maximum of seventy-six (76) hours. **(revised 1999)**

09-06 Of the twelve (12) statutory holidays referred to in 09-03 for which lieu days are granted, all members on rotating shifts shall work at least ten (10) of the statutory holidays unless one or more of these is a regularly scheduled day off. Whether such member works one or two of the other statutory holidays or received one or two days in lieu thereof, shall be at the

discretion of the Chief of Police, such discretion to be exercised by him consistent with the staffing requirements of the Service.

- 09-07(a) Unless special consideration is granted or exigencies of the Service dictate, all vacation and statutory allotments will be taken in the year of the allotment. Members will select all their vacation entitlement by seniority in the rank, in the Division, Branch or Unit. **(revised 2001)**
- 09-07(b) Unless special consideration is granted or exigencies of the Service dictate, all statutory holiday allotments will be taken in the year of allotment. Subsequent to the selection of vacation allotment as set out in section 09-07(a) members will select their statutory holiday entitlement by seniority in the rank, in the Division, Branch or Unit. **(revised 2001)**
- 09-07(c) Members of the Service who are also members of the Reserve compliment of the Canadian Forces shall be permitted to apply for vacation leave for the purpose of training. A letter shall accompany such request from the Reserve Commander verifying the training period and the member's attendance. If the member's seniority does not permit annual vacation selection for the required time, the Superintendent of the Division may grant the member leave of absence from his/her annual vacation entitlement in addition to senior members who have been granted leave during the same period of time. The Superintendent shall consider the commitment of the Windsor Police Service to support member's participation in the reserves and the Service's requirements during the period requested. **(new 2001)**
- 09-08 Members may, during the annual vacation selection, withhold up to a maximum of five (5) days (40 hours) from his/her entitlement. Said days are to be taken during the year of entitlement subject to Sections 09-07 and 09-09 and are also subject to the staffing requirements of the Service. **(revised 1999)**
- 09-09 Sub-section 09-07(a)(b) will not apply to members on leave of absence by reason of a compensable injury and whose absence involves the whole year or that portion of the year which precludes the ability to complete normal vacation and statutory holiday allotment.
- 09-10 When a member terminates employment he/she will be granted the following vacation pay:
- a) on retirement -**
- if the employee leaves the Service in the first three (3) months of the calendar year, i.e. before March 31<sup>st</sup>, the employee shall receive twenty-five percent (25%) of the employee's normal vacation for the calendar year,
  - if the employee leaves in the second three (3) months of the calendar year, i.e. between April 1<sup>st</sup> and June 30<sup>th</sup>, the employee shall receive fifty percent (50%) of the employee's normal vacation for the calendar year,
  - if the employee leaves in the third three (3) months of the calendar year, i.e. between July 1<sup>st</sup> and September 30<sup>th</sup>, the employee shall receive seventy-five percent (**75%**) of the employee's normal vacation for the calendar year,
  - if the employee leaves in the fourth three (3) months of the calendar year, i.e. after September 30<sup>th</sup>, the employee shall receive one hundred percent (100%) of the employee's normal vacation for the calendar year.
- b) on leaving other than retirement**

- one-twelfth (1/12) of the normal vacation pay for each full month's service in the last calendar year of employment.

- 09-11 Where an employee is granted leave of absence without pay, including absences due to illness without pay, for any period of one (1) month or more, such employee's vacation entitlement for the year in which the leave is taken will be reduced on the basis of one-twelfth (1/12) for each full month's absence, calculated to the nearest half-day, and any statutory holidays falling during the period of leave shall be deducted.
- 09-12 Where an employee has taken his/her vacation and as a result of subsequent termination of his/her service, has received more vacation pay than his/her entitlement under the provisions of this Agreement, the Corporation is authorized to deduct from the employee's pay cheque any overpayment of vacation pay.
- 09-13 SUSPENSIONS  
The Board agrees that no member shall be required to utilize any vacation entitlement while on suspension.
- 09-14 Vacation selection will not commence prior to October 15<sup>th</sup> and will be completed by December 15<sup>th</sup> for the following year. **(new 1999)**
- 09-15 Members who are transferred from or, to a position in which the member is regularly scheduled on a seven (7) day rotating shift schedule, shall have their vacation and statutory holiday entitlement adjusted and reconciled taking into account vacation and statutory holidays taken. Any dispute shall be the subject of the grievance procedure including arbitration. **(new 2001)**

#### **SECTION 10 - PREGNANCY AND PARENTAL LEAVE**

- 10-01 Every female who becomes pregnant shall notify the Chief of Police, in writing, no less than five (5) months prior to the expected date of the delivery, which date shall be verified in writing by a qualified medical practitioner and, subject to sub-section 10-02 hereof, shall be granted leave without pay (hereinafter called pregnancy leave), three (3) months before the expected date of the delivery, provided the normal expiry date of all pregnancy/parental leave shall not exceed fifty (50) weeks. **(revised 2001)**
- 10-02 At the request of the member, the Chief of Police shall grant pregnancy leave to such member to commence earlier or later than three (3) months before the expected delivery date. A member leaving at a time later than three (3) months prior to the delivery date shall be entitled to fifty (50) weeks pregnancy/parental leave. **(revised 2001)**
- 10-03 Pregnancy/parental leave shall terminate on the date the member's leave was originally scheduled to end as indicated by the member. A member wishing to extend or shorten their period of leave shall give written notice to the Chief of Police at least four (4) weeks prior to the date the leave was originally going to end or at least four weeks prior to the earlier date of return. In any case the period of leave shall not exceed a period greater than set out in the Collective Agreement unless agreed to by the Chief of Police. **(revised 2003)**
- 10-04 A member shall not receive sick leave pay in accordance with the Sick Leave Absence Section of this Agreement, and the City of Windsor By-Law 980 and amendments thereto, during the period of pregnancy/parental leave. **(revised 1999)**
- 10-05 The Board shall continue to pay the premiums normally payable by the Board to maintain those fringe benefits to which the employee is entitled for the period of the pregnancy/parental leave. **(revised 1999)**

- 10-06 A member on pregnancy/parental leave shall not lose seniority standing during such leave period. **(revised 1999)**
- 10-07 An employee on pregnancy/parental leave shall continue to accumulate vacation entitlement for the first fifty (50) weeks of leave. For any period of pregnancy/parental or adoption leave beyond fifty (50) weeks, such employee's vacation entitlement will be reduced by one-twelfth (1/12) for each full month absence. **(revised 2001)**
- 10-08 A pregnant employee, who by virtue of her condition, is unable to perform her regular duties shall be provided with alternative employment without reduction in wages or benefits. **(revised 1999)**
- 10-09 Any **member** who has placed with him/her a child or children under the age of 12 years for the purpose of adoption pursuant to the law of Ontario, shall be granted thirty-five (35) weeks parental leave at his/her request. This provision shall be subject to the conditions as set out for pregnancy/parental leave. **(revised 2003)**
- 10-10 Members on pregnancy/parental leave as provided for under this Agreement who are in receipt of Employment Insurance Benefits pursuant to Section 22 (pregnancy leave) or Section 23 (parental adoption leave) of the Employment Insurance Act, 1997, shall be paid a supplemental employment benefit. This benefit will be equivalent to the difference between seventy-five percent (75%) of the member's regular bi-weekly earnings and the sum of the member's bi-weekly employment insurance benefits. Such payment shall commence following completion of the two-week Employment Insurance waiting period and continue for a maximum of twenty-six (26) weeks. **(revised 2003)**
- 10-11 Members on pregnancy/parental leave who are required to attend court shall be deemed to be on a day off for overtime calculation in accordance with the provisions of Section 16. Said member shall be restricted to a maximum of eight (8) hours overtime per day. **(revised 1999)**
- 10-12 When an employee is on pregnancy or parental leave, the employer shall continue to make employer contribution to the O.M.E.R.S. pension, life insurance, accidental death, extended health and dental plans unless the employee has advised the employer, in writing, that he or she does not wish to continue to make the employee contributions if any to such plans.

**SECTION 11 - FUNERAL LEAVE**

- 11-01 Leave of absence of five (5) days excluding regular days off shall be granted, without loss of pay, to a member attending the funeral of a member of his/her family, the family being defined as:  
 spouse, children.  
 Leave of absence of three (3) days excluding regular days off shall be granted, without loss of pay, to a member attending the funeral of a member of his/her family, the family being defined as:  
 mother, father, brother, sister. **(revised 2001)**
- 11-02 Leave of absence of not more than three (3) days between death and burial shall be granted, without loss of pay, to a member attending the funeral of a member of his/her family, the family being defined as:

grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a person standing "in loco parentis"

11-03 Leave of absence of one (1) day shall be granted, without loss of pay, to a member attending the funeral of a member of his/her family, the family being defined as:

aunt, uncle, niece, nephew or spouse's grandparent. **(new 1999)**

11-04 When a member is unable to attend the funeral service, leave of absence of one day without **loss** of pay, shall be granted at the discretion of the Chief of Police, to the said member to attend a memorial service held in conjunction with the funeral of a member of his/her family as defined in sub-sections 11-01, 11-02 and 11-03. **(renumbered 1999)**

### **SECTION 12 - EMERGENCY LEAVE**

12-01 In the event of an emergency situation, a member shall be entitled to use one day of the member's vacation allowance to a maximum of three days in a calendar year. In the event that the member has no remaining vacation, the member may use vacation entitlement from the following year. The member shall not be subject to any minimum staffing level set by the employer when using this provision. The member shall only be required to notify his/her supervisor that an emergency exists and the nature of the emergency.

### **SECTION 13 - SICK LEAVE ABSENCE**

13-01 **All** members of the Service reporting off-duty due to sickness or injury on duty shall be subject to the provisions of the City of Windsor By-Law Number 980 (Sick Leave) and amendments thereto except insofar as the said By-Law is varied by the terms of sub-section 13-02 hereof.

13-01(a) Sick leave entitlement for members subject to Schedule 'B' and Schedule 'C' of this agreement, shall be converted to hours, i.e. eighteen (18) days equals one hundred and forty-four hours. **(new 2003)**

13-02 Where a member is absent from work on sick leave for any period of time, his/her normal accumulation of sick leave shall not be interrupted by reason of such absence; provided however that where an employee uses up his/her accumulated or extended sick leave credits, he/she shall not be entitled to further credits until he/she returns to work and earns such credits through regular attendance as provided by S. 3(a) of the Sick Leave By-Law.

13-03 Notwithstanding, and in addition to, the provisions of the City of Windsor By-Law Number 980 (Sick Leave) and amendments thereto, members who are entitled to the sick leave gratuity as per paragraph 8 of By-Law Number 980 shall receive, on retirement, payment as follows:

Thirty (30) or more years of completed service and less than thirty-two and one-half (32%) years completed service, a maximum of seven **(7)** months salary;

Thirty-two and one-half (32%) or more years of completed service and less than thirty-five (35) years completed service, a maximum of eight (8) months salary;

Thirty-five (35) or more years of completed service, a maximum of nine (9) months salary.

13-04 Payments shall be made on the basis of his/her salary equal to fifty percent (50%) of the value of his/her credits, but the amount shall not exceed nine **(9)** months salary.

- 13-05 Years of service shall not include the purchase of military service and/or optional service (Section 27).
- 13-06 Notwithstanding City of Windsor By-Law Number 980 and amendments thereto, it is agreed that employees subject to this Agreement and hired after January 1<sup>st</sup>, 1989, shall not be entitled to sick leave gratuity as set out in paragraph 8 of By-Law Number 980. Paragraph 8 shall however apply to those Cadets who are in the employ of the Windsor Police Services Board as of January 1<sup>st</sup>, 1989, and who subsequently are appointed as Constables. It is further agreed the By-Law Number 980 is amended accordingly.
- 13-07 The Board agrees to remit to the Association a sum of \$9,000 each month beginning January 1, 1999 and further a sum of \$10,000 each month beginning January 1, 2000. The payment is to be made on the first day of each month. The current requirements regarding member eligibility in the present Long Term Disability plan shall remain the same. **(revised 1999)**
- 13-08 For the purpose of determining completed years of service, with respect to sub-section 13-03, the member shall be deemed to have completed a full month of Service if he/she works more than 50% of the month as recognized by O.M.E.R.S. **(new 1999)**

**SECTION 14 - COURT TIME AND OVERTIME**

- 14-01 Court time and overtime for all members of the Service shall be in accordance with the provisions of the Overtime Agreement made between the Windsor Police Services Board and the Police Association under date of May 4<sup>th</sup>, 1960, except insofar as the said Agreement is varied by the terms of Sections 15, 16, 17 and 18.

**SECTION 15 - OVERTIME OTHER THAN COURT TIME**

- 15-01 All Superintendents and Inspectors of the Investigation Division shall receive one (1) weeks vacation in compensation for overtime, except such overtime as otherwise provided in this section. **(revised 2001)**
- 15-02 TIME AND ONE-HALF  
All members of the Service shall be credited with an amount equal to the hours of overtime work multiplied by one and one-half (1 ½) times the hourly rate earned by such member at the time such overtime work was performed, but that the time and one-half rate shall not apply to court time or as so stipulated hereinafter.
- 15-03 TIME AND ONE-HALF - STATUTORY HOLIDAYS  
All members of the Service who are required to work any statutory holidays as defined in sub-section 09-03 shall receive time and one-half for each hour worked, such time to be credited to the member's time off bank as referred to in Section 18-02, but this provision shall not apply to the additional one day to be granted at the discretion of the Chief of Police. Members working overtime on a statutory holiday will be entitled to double time as per section 15-04.
- 15-04 OVERTIME CREDIT  
Members of the Service shall be credited with one (1) hour overtime at time and one-half for any part of an hour worked in excess of thirty (30) minutes but under seventy-six (76) minutes. Members shall receive an additional one (1) hour overtime, at time and one-half for each sixty (60) minutes or part thereof worked in excess of seventy-five (75) minutes. **(revised 1999)**
- 15-05 DOUBLE TIME

All members of the Service shall, if called back to duty from annual vacation or on a leave day, be allowed double time, except when emergency conditions affecting the Service generally are instituted at the direction of the Chief of Police, and in any event, double time shall be allowed for the first day so affected. All remaining vacation or leave days served on duty will be taken at a later date at the option of the member.

Notwithstanding the above provision, members of the Investigation Division, working the compressed work schedule as set out in Schedule 'C', if called back to duty from annual vacation or on a leave day, be allowed double time, except when emergency conditions affecting the Service generally are instituted at the discretion of the Chief of Police or for major investigations as designated by the Superintendent or his/her designate of the Division, and in any event, double time shall be allowed for the first two days so affected. All remaining vacation or leave days served on duty will be taken at a later date at the option of the member. **(revised 2003)**

15-06 EXTERNAL DUTY

All members of the Service who are required to make attendance outside of the City of Windsor, exclusive of attendance at courses at the Ontario Police College or otherwise, and court appearances as witnesses, shall be deemed to be on duty on the day shift and shall be compensated at the regular rate of pay (overtime excepted) for all time spent in excess of the regular eight (8) hour tour of duty with the exception of eight (8) hours sleeping time for which proof may be required. Members normally working a compressed work schedule shall be deemed to be on a ten (10) hour day shift. Further, members on annual vacation or leave days shall receive overtime as per Section 15.

Voluntary secondments to the Ontario Police College, the Canadian Police College and other Ministry positions shall be excluded from the provisions of this section, **(revised 2003)**

15-07 CHANGE OF SHIFT

All members of the Service when required to change a shift without having first received thirty-six (36) hours notice shall be granted additional compensation by way of four (4) hours pay at the regular rate.

15-08 CALL-IN

All members of the Service shall receive four (4) hours pay at the regular rate for each "call-in", in addition to overtime, if any, as defined in sub-sections 15-02, 15-04 and 15-05.

15-09 CALL-IN: SUPERINTENDENT, INSPECTORS

The Superintendent and Inspectors of the Investigation Division shall, if called back to duty from annual vacation or on a leave day, receive four (4) hours pay at the regular rate for each "call-in" in addition to overtime if any as defined in sub-sections 15-05 and 15-06. **(revised 2001)**

15-10 STAND-BY-DUTY

All members of the Service shall receive three (3) hours pay at the regular rate for each twenty-four (24) hour period of stand-by-duty, in addition to overtime, if any, as defined in sub-sections 15-02, 15-04 and 15-05.

FITNESS TESTING

15-11(a) All members required to take compulsory fitness testing pursuant to Schedule 'A' of this Agreement during the off-shift hours shall be paid a minimum of three (3) hours at straight time. **(renumbered 1999)**

- 15-11(b) All members required to attend for fitness testing on regularly scheduled leave days shall be paid a minimum of six (6) hours at straight time. **(new 1999)**
- 15-11(c) Fitness testers shall receive the same overtime compensation depending on their schedules. **(new 1999)**
- 15-11(d) No member shall be required to submit to fitness testing while on vacation. If for any reason a member does take the test while on vacation, he/she shall be compensated in accordance with Section 15-05 of this Agreement. **(renumbered 1999)**

## **SECTION 16 - COURT TIME**

- 16-01 Court time shall mean the attendance of members of the Service as witnesses during off-shift hours and vacation and leave days in Courts of the City of Windsor or County of Essex.
- 16-02 Court time shall also mean the attendance of members of the Service as witnesses during off-shift hours and vacation and leave days in any court or tribunal or competent jurisdiction, including civil courts, where the evidence of the member is the result of a police investigation, and further that any monies paid in addition to the provisions of this section as witness fees or otherwise for such appearance shall be forwarded to the Board, who may request proof of such appearance and other payment, if any. In addition members of the Service when called by the defence as defence witnesses in any criminal matter, shall first be subpoenaed.
- 16-03 A member of the Service required as a witness shall sign in a book kept by the Courts Officer in charge of same, at the time he/she reports for duty as a witness.
- 16-04 Said member shall sign out in said book when he/she has completed his/her Court appearance as a witness, but for the purpose of computing overtime the time of signing out shall in no event be deemed later than the time when the Court in which he/she was required adjourned.
- 16-05 A minimum of three (3) hours pay at the regular rate shall be allowed for attendance at a Court sitting.
- 16-06 Four (4) hours pay at the regular rate shall be allowed if in continuous attendance at a Court sitting for two hours and fifteen minutes, it being understood that for said four (4) hours overtime, the witness shall, if required, give a full three (3) hours time.
- 16-07 Five (5) hours pay at the regular rate shall be allowed if in continuous attendance at a Court sitting for three hours and fifteen minutes on the same terms as set forth in sub-section 16-06 as aforementioned.
- 16-08 Six (6) hours pay at the regular rate shall be allowed if in continuous attendance at a Court sitting for four hours and fifteen minutes on the same terms as set forth in sub-section 16-06 as aforementioned.
- 16-09 In addition to the foregoing, an additional three (3) hours pay at the regular rate shall be allowed if:
  - 16-09 (a) the member of the Service is required to appear in morning and/or afternoon court after having completed on that same morning a tour of duty on any regular shift ending at or after 2:00 a.m., or, **(revised and renumbered 2001)**



- 16-09 (b) the member of the Service is required to appear in morning and/or afternoon Court; and, on the same day, is required to work a shift ending at or after 11:00 p.m. (three (3) additional hours per Court sitting), or, (revised and renumbered **2001**)
- 16-09 (c) the member of the Service is required to attend Court on his/her leave day, which does not include off-shift hours, or, (renumbered **2001**)
- 16-09 (d) the member of the Service immediately following his/her leave days is required to attend morning and/or afternoon court and is required to work a shift commencing at or after 6:00 p.m. that day shall receive the additional three (3) hours for each sitting. (revised **1999**) (renumbered **2001**)
- 16-10 Members on the day shift who complete their regular tour of duty at 3:00 p.m. shall receive overtime at time and one-half commencing at 3:16 p.m. immediately afterwards if their attendance is required at a sitting of the Courts at 3:00 p.m. (revised **1999**)
- 16-11 If the attendance of a member of the Service is required at Court during his/her annual vacation, he/she shall be allowed double time and in addition one (1) leave day, such leave day to be taken at the discretion of the officer-in-charge of each Division, for each day in attendance.
- 16-11(a) Members assigned to the Uniform Patrol Division working a compressed work schedule shall be deemed to be on vacation for the purpose of section 16-11 as set out below:
- |  |                                  |
|--|----------------------------------|
| Three (3) day shift block                            | Thursday to Wednesday inclusive  |
| Three (3) afternoon shift block                      | Monday to Friday inclusive       |
| Four (4) day shift block                             | Monday to Friday inclusive       |
| Four (4) afternoon shift block                       | Tuesday to Monday inclusive      |
| Seven (7) midnight shift block<br>(new <b>2001</b> ) | Wednesday to Wednesday inclusive |
- 16-11(b) Members assigned to the Investigation Division working a compressed work schedule shall be deemed to be on vacation for the purpose of section 16-11 as set out below:
- |   |                                 |
|---|---------------------------------|
| Sunday to Thursday block                          | Monday to Friday inclusive      |
| Monday to Friday shift block                      | Monday to Friday inclusive      |
| Tuesday to Saturday block                         | Monday to Friday inclusive      |
| Wednesday to Sunday                               | Monday to Friday inclusive      |
| Thursday to Monday                                | Thursday to Wednesday inclusive |
| Friday to Tuesday                                 | Friday to Friday inclusive      |
| Saturday to Wednesday block<br>(new <b>2001</b> ) | Monday to Friday inclusive      |
- 16-12 A court sitting shall mean:  
-a sitting of the Courts in the morning until 1:30 p.m.  
-a sitting of the Courts in the afternoon until 6:15 p.m.  
-a sitting of the Courts in the evening until the Court is adjourned for the day.
- 16-13 COURT CANCELLATION  
If a member is to be cancelled for any court appearance referred to in this Section, such cancellation is to be made prior to 7:00 p.m. the previous day. In the event he/she is cancelled after 7:00 p.m., he/she shall be entitled to three (3) hours pay. If the member is on vacation, he/she shall receive six (6) hours pay. Such cancellation to be made prior to the member's attendance for court, or the normal court overtime shall apply.
- 16-14 COURT CHARGE MEMBERS

A member charged with a Criminal or Statutory Offence as a result of a job-related incident shall upon dismissal or withdrawal of the charge or charges be credited with court time as defined in Section 16 for any arraignment and subsequent trial the member was required to attend in answer to such charge or charges. This section shall not apply to charges laid under the Police Services Act.

16-15 **ATTENDANCE - OUT OF TOWN COURTS**

Personnel required to attend outside of the County of Essex as witnesses in court appearances during off shift hours, shall be deemed to be on duty and on the day shift (as assigned) during each day such attendance is required, exclusive of members on annual vacation or leave days. Members on annual vacation or leave days shall receive court overtime in accordance with Section 16.

Members working a compressed work schedule shall be deemed to be on a ten (10) hour day shift if normally scheduled to work afternoons that day and on an eight (8) hour day shift if normally scheduled to work midnights that day.

For further clarity unless attending court for a meeting with the Crown Attorney any officer attending court shall be considered a witness for the purposes of this section. **(revised 2003)**

16-16 Overtime shall be granted to those members travelling to and returning from out of town court, based on mode of travel, distance of travel, completion of court cases, etc.

For the purposes of calculation of this overtime, a member shall be deemed to start his/her shift upon departure for out of town court. Travel time shall be calculated at one (1) hour per 90 km (50 miles) if travel by auto; and if by other mode of travel, actual time spent from and to member's residence. Overtime shall be granted for any time beyond eight (8) hours at the applicable overtime rate, or ten (10) hours if on a compressed work schedule. **(revised 1999)**

The Officer commanding the Division will determine the mode of travel.

16-17 A member whose attendance is required for court outside the County of Essex shall, upon the commencement of the fourth successive court day, be entitled to benefits provided in sub-section 15-06 for External Duty, effective at the commencement of the third successive day and for each successive day thereafter.

16-18 All requests for an overtime credit, including Court time, shall be made in triplicate and a true copy of the time credited to the member's account shall be returned to the member upon completion of departmental processing, and the overtime application shall contain on the back thereof, a synopsis of the "overtime and court time" sections of this Agreement.

**17 - TEMPORARY ASSIGNMENT IN A HIGHER RANK**

17-01 A member shall be granted one (1) hour of overtime pay, if working an eight (8) hour shift and one and a quarter (1.25) hour of overtime pay, if working a ten (10) hour shift, at the regular rate for the shift worked in excess of which is provided the member works at least fifty percent (50%) of the assigned shift. **(revised 1999)**

17-02 When an Acting Rank is required the next highest evaluated member of the Division, Branch or Unit shall assume the acting rank position. In the event there is no evaluated member, the most senior member shall assume the acting rank position. **(new 1999)**

**SECTION 18 - PAYMENT OF OVERTIME**

- 18-01 Members may elect to be paid bi-weekly for overtime or may elect to bank overtime hours to be taken in "time off". Such election shall be indicated on the overtime credit application. Notwithstanding the above, members may request in writing to be paid for accrued overtime credits at any time during the year.
- 18-02 Accumulated overtime shall not exceed sixty (60) hours as of the 31<sup>st</sup> day of October. Hours in excess of sixty (60) hours shall automatically revert to "cash payment". Payment shall be made on the second pay in November. **(revised 1999)**
- 18-03 In the event a member has to attend a sitting of the court on a special leave day, such member shall be restricted to a maximum of eight (8) hours overtime if working an eight (8) hour schedule or ten (10) hours if working a ten (10) hour schedule, notwithstanding that such leave of absence may be cancelled at the request of the member. **(revised 1999)**

**SECTION 19 - SHIFT DIFFERENTIAL**

19-01 A shift differential in the amount of thirty cents (30 cents) per hour shall be paid to all personnel for all work performed in a regular or special shift commencing at or after 2:30 p.m., inclusive of overtime, provided that such differential shall not be paid for work performed, except overtime, after the hour of the commencement of that member's normal day shift.

In addition to the foregoing thirty cents (30 cents), a further shift differential in the amount of ten cents (10 cents) per hour shall be paid to all personnel for all work performed in a regular or special full-time shift commencing at or after 6:00 p.m. inclusive of overtime, provided that such differential shall not be paid for work performed, except overtime after the hour of the commencement of that member's normal day shift.

**SECTION 20 - SERVICE**

20-01 All members of the Service who have been in the Service prior to the Board from December 31, 1991 or thereafter, shall receive additional time off, with pay, in accordance with the following schedule:

Five to nine (5 to 9) years completed service	one-half day (4 hours)
Ten to fourteen (10 to 14) years completed service	one day (8 hours)
Fifteen to nineteen (15 to 19) years completed service	one and one-half days (12 hours)
Twenty to twenty-four (20 to 24) years completed service	two days (16 hours)
Twenty-five to twenty-nine (25 to 29) years completed service	two and one-half days (20 hours)
Thirty or more years completed service	three days (24 hours)

**(revised 1999)**

20-02 Any employee who leaves the Service after completing five (5) years service shall be entitled to receive a proportionate part of the Service Leave which would have been allotted to him/her for the calendar year in which he/she terminates his/her employment.

- 20-03 In the event an employee is absent without pay (excluding absences for pregnancy/parental leave) for any period in excess of one calendar month in any calendar year in which the employee is qualified to receive Service Leave, such leave be pro-rated on the basis of one-twelfth (1/12) for each calendar month worked during that year. **(revised 1999)**  
**NOTE:(effective Jan. 1, 2004 Section 20, 20-01, 20-02, 20-03 will be deleted)**

**SECTION 21 - SPECIAL PAY ALLOWANCE**

- 21-01 INVESTIGATION BRANCH ALLOWANCE  
All constables assigned to the Youth Crime Unit, Polygraph Unit, Auto Theft Unit, Morality Unit, Break and Enter Unit, Domestic Violence Unit, Second Hand Detail, and Crime Stoppers while so employed, shall be entitled to a special pay allowance at the rate of \$2,000.00 per annum to be given to those members who have completed six (6) months satisfactory service with this Division (temporary or permanent) as recommended by the officer commanding the Division. This remuneration is to be made in two (2) equal payments, the first pay in June and the first pay in November. **(revised 2001)**
- 21-02 IDENTIFICATION BRANCH ALLOWANCE  
All constables of the Identification Branch, while so employed, who hold a certificate for fingerprinting and photographer(s), shall be entitled to a special pay allowance at the rate of \$2,000.00 per annum on completion of six (6) months satisfactory service with this Branch (temporary or permanent) as recommended by the officer commanding the Investigation Division, this remuneration to be made in two (2) equal payments, the first pay in June and the first pay in November. **(revised 1999)**
- 21-03 COACH OFFICERS ALLOWANCE  
All members designated or assigned as coach officers for the purpose of the recruit training program shall receive an additional one dollar and thirty cents (\$1.30) per hour for the duration of the designated training period, this to be paid in the last pay period in the month following the training period. **(revised 2001)**
- 21-04 INTOXILYZER TECHNICIANS ALLOWANCE  
All members of the Service who are qualified and assigned as an Intoxilyzer Technician shall be remunerated at a rate of \$100.00 per full month, this to be paid in the first pay of December. **(revised 2001)**
- 21-05 MEAL ALLOWANCE  
A meal allowance of ten dollars (\$10.00) shall be paid to members of the Service who have served eleven (11) or more hours of continuous duty on an eight (8) hour tour of duty or has served thirteen (13) or more hours of continuous duty on a ten (10) hour tour of duty, and such allowance shall be paid for each successive three (3) hours of overtime of continuous duty. **(revised 1999)**
- 21-06 POLICE COLLEGE ALLOWANCE  
All members of the Service attending training courses at a recognized police college shall receive \$70.00 per week for each week in attendance or \$14.00 per day for attendance of less than one week. This amount is to also cover any entitlement for any overtime travelling to or from the recognized police college. **(revised 1999)**
- 21-07 TRAINING COST ALLOWANCE  
The Board agrees to pay any and all costs assessed to any member for training purposes required for employment. The Board shall pay for, or reimburse to the member any tuition fee, attendance fee, equipment cost or any other cost for members attending the Ontario Police College, the Canadian Police College or any other location the member may be directed to attend by the employer.

- 21-08 Members other than recruits attending other training courses within the Province which extend beyond three (3) weeks shall be entitled to one (1) additional air fare, return, for each successive three (3) week period or part thereof.
- 21-09 EDUCATIONAL ALLOWANCE  
Every member who has or obtains the degree of B.A., B.Comm., B.Sc. or their equivalent bachelor degree from an approved University, shall be paid an additional special allowance to be added to his/her regular pay, in the sum of five hundred dollars (\$500.00) per annum.
- 21-10 Every member who has or obtains a certificate of successful completion of an approved University or College course extending over a period of at least two (2) years, shall be paid an additional allowance of two hundred (\$200.00) per annum. In addition thereto, every member who completes an additional two (2) year certificate course, shall be entitled to the sum of a further one hundred dollars (\$100.00), the aggregate of which shall not exceed three hundred dollars (\$300.00).
- 21-11 The aggregate of the sub-sections 21-09 and 21-10 above shall not exceed five hundred dollars (\$500.00).
- 21-12 Every member who has or obtains a Certificate in General Police Studies in accordance with the requirements of the Certificate Program conducted by the Ontario Police Commission and the University of Western Ontario shall be paid an additional educational allowance of two hundred dollars (\$200.00) per annum.
- 21-13 Every member who has or obtains a Certificate in Advanced Police Studies in accordance with the requirements of the Certificate Program conducted by the Ontario Police Commission and the University of Western Ontario shall be paid an additional educational allowance of two hundred dollars (\$200.00) per annum.
- 21-14 Every member who has or obtains a Diploma in Police Management Studies in accordance with the requirements of the Certificate Program conducted by the Ontario Police Commission and the University of Western Ontario shall be paid an additional educational allowance of two hundred dollars (\$200.00) per annum.
- 21-15 The aggregate of sub-sections 21-09 to 21-14 above shall not exceed six hundred dollars (\$600.00) per annum.
- 21-16 Education allowances shall be paid the first pay in November. **(new 1999)**
- 21-17 Sections 21-09 through 21-15 shall only be applicable to members of the Service who have been continuously employed by the Board prior to January 1<sup>st</sup>, 2000. **(new 1999)**

## **SECTION 22 - PLAINCLOTHES REIMBURSEMENT**

- 22-01 All members of the Service required to work in plainclothes, other than recruits awaiting the issue of uniforms prior to attending the Ontario Police College, shall be reimbursed for expenses incurred in the purchase of such clothing. It shall be the responsibility of the member to retain receipts for income tax purposes. Such reimbursement shall be in an amount not to exceed \$1,050.00 per annum or \$4.04 per day or any part thereof. Any personnel regularly assigned to plainclothes duty and eligible for reimbursement of \$1,050.00 as aforesaid, if continuously absent by reason of an illness or incapacity for a period exceeding three (3) months may have deducted from said reimbursement the amount of \$4.04 per day for the period thereafter in which he/she is absent.

**SECTION 23 - EDUCATIONAL ASSISTANCE**

23-01 The cost of pre-approved courses by the Chief of Police or his/her designate, shall be paid by the Service upon successful completion of the course. The course must be job related or identified for career planning purposes and the costs to be reimbursed will be for tuition only. (revised 1999)

**SECTION 24 - UNIFORMS AND EQUIPMENT**

24-01 The following uniforms and equipment will be supplied by the Board to Uniform Personnel on their recruitment:

- |  |   |
|--|---|
| one tunic and cloth belt                                   | PON ticket holder                             |
| two pair of uniform dress trousers                         | one handcuff pouch (upon qualification)       |
| two pair of uniform cargo trousers                         | one 40 calibre revolver (upon qualification)  |
| one winter patrol jacket                                   | one 40 calibre holster (upon qualification)   |
| twelve uniform shirts                                      | one pair of handcuffs (upon qualification)    |
| two black pull-away ties                                   | two ammunition clips (upon qualification)     |
| one whistle  | one ASP baton and holder (upon qualification) |
| emergency first aid kit                                    | officer's notebook and cover                  |
| one radio frog   | one dress pair of police boots                |
| one pair of Gortex boots                                   | one cap with special roll type brim           |
| one winter hat   | one pair of gloves                            |
| flashlight holder  | one sweater                                   |
| one duty belt  | soft body armour                              |
| one pepper spray container and holder (upon qualification) |   |

24-02 In addition to the foregoing, motorcycle personnel will be issued; winter and summer riding gloves, one pair of photoray sunglasses, one pair of clear night riding glasses, motorcycle leather jacket, one pair of calf-high motorcycle boots, one motorcycle helmet, two pair breeches.

24-03 Uniform personnel after their initial uniform issue will receive thirty-five (35) points per year for replacement of issued clothing to be used at his/her discretion upon submitting a request in writing by 01 June of the year prior. Suitable forms shall be provided by the Administration. Unused points in any calendar year shall not be carried over to the next year.

Item	2001-2002 Points	New Points
Tunic	13	13
Dress Pants	5	5
<b>Duty Pants (Cargo Style)</b>	N/A	7
Patrol Jacket	15	18
Uniform Shirt	1	1
<b>Turtleneck – Mock Sleeveless</b>	N/A	1
Badge Holder	2	2
Cap – <b>Ball Style</b>		1
Forage	2	2
Winter Hat	1	1
Sweater (one per year)	1	1
Raincoat	10	9
Leather Glove (Maximum 2 per yr.)	2 ea.	2 ea.
<b>Kevlar Gloves</b>	N/A	3
Mitts	2	2
Winter Overshoes (one per year)	4	2
<b>Dress Boots &amp; One Repair Chit</b>	N/A	N/A

<b>Regular Boots &amp; One Repair Chit</b>		<b>8</b>
Low Cut Soft Soled Shoes	9	7
Uniform Boots with Gortex	12	13
Uniform Boots without Gortex	10	10
Oxfords & One Repair Chit	12	12
Police Management Book	3	5
Pocket Criminal Code	5	2
Highway Traffic Act	5	2
Streamline Stinger Flashlight	N/A	6
Flashlight Charger	N/A	2

In addition to the above, any member assigned to Emergency Services Unit on a permanent basis may utilize his/her points allotment to obtain the following:

E.S.U. tactical pants	7
E.S.U. short sleeve shirts	1
E.S.U. long sleeve shirts	2
E.S.U. winter jacket	15
E.S.U. baseball cap	2
E.S.U. gloves	4
E.S.U. belt	1
E.S.U. mock turtle neck	1
E.S.U. boots	9

Upon initial assignment to E.S.U. members shall be supplied with the following 2 pair pants, 2 shirts, 1 winter jacket, 2 baseball caps, 1 pair gloves, 1 belt, mock turtle necks, 1 pair boots.

In addition members assigned to the bicycle patrol shall be supplied with 2 pair of shorts, 1 windbreaker jacket, 1 helmet and 1 pair of gloves.

In addition members assigned to the Marine Unit shall be supplied with 2 pair of shorts, 1 windbreaker jacket and 2 ball caps.

Replacement of the following clothing and equipment will be on an "as required" basis and no points will be charged for replacement:

black safety pull away tie	white dress gloves
duty belt	handcuff pouch
.40 calibre pistol	holster
handcuffs	ammunition pouch
ASP baton	radio frog
pepper spray holder	PON ticket holder
emergency kit	officer notebook and cover
softy body armour	flashlight holder
whistle	leather belt
radio toggle	
<b>(revised 1999)</b>	

24-04 The Board agrees to pay the full cost of a protective vest for all members. The type of vest and replacement schedule shall be agreed upon by the Board and the Association.

### **SECTION 25 - CLEANING OF UNIFORMS**

25-01 The Board shall provide all members of the Service with three (3) uniform cleanings, or equivalent to plainclothes personnel, per month and all other cleaning as deemed necessary by the officer in charge of Stores.

**SECTION 26 - MEDICAL SERVICES AND HOSPITAL CARE**

- 26-01 The medical services and hospital care for members of the Service shall be in accordance with the City of Windsor **By-Law** Number 6342, and amendments thereto, except insofar as said By-Law is varied by the terms of sub-sections 26-02, 26-03, 26-04.  
(revised **2003**)
- 26-02 The Board shall pay the total cost of the premiums for medical services and hospital care for all members of the Service and their dependents enrolled under such By-Law 6342.
- 26-03 The Board shall pay the total cost of premiums for all members and their dependents enrolled in the Green Shield Plan as set out in Appendix 6 titled Schedule of Eligible Services.  
(revised **2003**)
- 26-04 Notwithstanding Section 2 of Appendix 2 in relation to probationary periods, the benefits shall be provided to all employees after ninety (90) calendar days from the start of their employment.

**SECTION 27 - INSURANCE PENSION PLANS**

- 27-01 INSURANCE  
The Board shall pay the full cost of premiums for all members of the Service enrolled in:  
  
Great West Life "group life insurance policy 320622" or successor at a policy coverage in the amounts of,  
2.5 times salary for each member,  
\$5,000.00 for each member's spouse,  
\$2,500.00 for each member's eligible child,  
\$6,000.00 for each retired member,  
(amended **1997**)  
effective June 1, **2001**  
2.5 times salary for each member,  
\$10,000.00 for each member's spouse,  
\$5,000.00 for each member's eligible child,  
\$6,000.00 for each retired member,  
(revised **2001**)
- 27-02 and to include the Accidental Death and Dismemberment (occupational basis) coverage to members of the Service only, to the amount of \$80,000.00 for each member, and
- 27-03 Great West Life Assurance Company "group life insurance policy 320622", or successor (previously London Life group life insurance policy 18500), in accordance with the policy and system presently in effect. For clarity this clause shall provide upon retirement, for life insurance in the amount equal to, one-half (1/2) the member's annual salary at retirement to the nearest \$500.00. (revised **1999**)
- 27-04 PENSION PLANS  
Pension plans for members of the Service shall be in accordance with:  
  
City of Windsor By-Law Number 156 dated the 5<sup>th</sup> day for July, 1938, and  
  
City of Windsor By-Law Number 2577 dated the 18<sup>th</sup> day of November, 1963, and



Board of Commissioners of Police By-Law Number **107** dated the **29<sup>th</sup>** of November, **1963**, and Pension Arbitration Award dated the **9<sup>th</sup>** of July, **1969** between the Board and the Association.

- 27-05** Further, that effective December **1<sup>st</sup>**, **1972**, Supplementary Pension Benefits (Supplement Type **1**) of two percent (**2%**) of the average of the highest sixty (**60**) consecutive months earnings, multiplied by the number of years service to a maximum of thirty-five (35) years service shall be added to all employees covered under this agreement, in accordance with the provisions of the Ontario Municipal Employees Retirement System.
- 27-06** Further, that effective December **1<sup>st</sup>**, **1975**, Early Retirement Benefit (Supplement Type 3) will be provided to permit Early Retirement without actuarial reduction in benefits within ten (**10**) years prior to a member's normal retirement date, when
- the member is declared by the employer to be unable to perform the duties of his/her employment due to mental or physical incapacity (partial disability), or
  - the member has completed thirty (**30**) years of service with the employer,
- 27-07** Further that effective January **1<sup>st</sup>**, **1976**, the Board shall provide that there will be no reduction in Pension Benefits at retirement resulting from the integration of the Canada Pension Plan and the Ontario Municipal Employees Retirement System, until any such member becomes entitled to a benefit under the Canada Pension Plan or attains the age of sixty-five (65) years, whichever is earlier in accordance with the provisions of the Ontario Municipal Employees Retirement System Act and Regulations and policies of the Board of O.M.E.R.23S.
- 27-08** Further, that effective January **1<sup>st</sup>**, **1980**, the member's pension contribution shall be eight and one-half percent (**8 ½%**) of earnings, so that the maximum member contribution to the Ontario Municipal Employees Retirement System **AND** the integrated Canada Pension Plan will not exceed eight and one-half percent (**8 ½%**) of the member's earnings, in accordance with the provisions of the Ontario Municipal Employees Retirement System.
- 27-09** Further, that effective January **1<sup>st</sup>**, **1976**, any member of the Service may establish "Credited Service" in the existing pension provisions for all or part of his/her "active military service" in Her Majesty's military, naval or air forces in World War II or the Korean War, in accordance with the provisions of the Ontario Municipal Employees Retirement System Act and Regulations and,
- 27-10** Further, that the payment for such "Credited Military Service" will be in accordance with the provisions of the Ontario Municipal Employees Retirement System Act and Regulations, and,
- 27-11** Further, that the application for such "Credited Military Service" will be in accordance with the provisions of the Ontario Municipal Employees Retirement System Act and Regulations.
- 27-12** Any member of the Service contemplating early retirement under the provisions of sub-section **27-06** will be required to give the Chief of Police at least sixty (**60**) days notice in writing, prior to the proposed termination of his/her employment, except in unusual circumstances.
- 27-13** Effective January **1<sup>st</sup>**, **1988**, any member of the Service may establish "optional service" 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 of "optional service" shall be fully borne by the member, 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.

- 27-14 All members on an unpaid leave day electing to purchase their broken Service shall complete the "Confirmation of Leave of Absence No Pay Form" noting this option. Employees on a leave of absence without pay due to illness shall apply to OMERS for a waiver of premium. **(new 2003)**

### **SECTION 28 - TENDERING**

- 28-01 The Board and the Association agree that the Corporation shall have the option to "tender" and change carriers in matters relative to:

life insurance,  
medical and hospital services,  
prescription service, and  
dental plans

This provision is only applicable when both the benefits and conditions relative to the above mentioned benefits are identical.

### **SECTION 29 - PECUNIARY AID TO WIDOWS/WIDOWERS**

- 29-01 In the event a member of the Service is killed or dies of injuries received in the discharge of his/her duties, the Board agrees to ensure that in accordance with the City of Windsor the following benefits be paid to his/her widow/widower.

- 29-02 "That the Corporation pay annually to the widow/widower of such member fifty percent (50%) of the difference between the sum of the total awards of the OMERS, Workers' Compensation, Canada Pension and the annual salary of the member of the Service at the time of death", and further,

- 29-03 "that the payments shall continue until the deceased member would have normally retired or until the widow/widower remarries or until the death of the widow/widower, whichever occurs first", and further,

- 29-04 "that such payments be on any future increases in salary the deceased member would have normally received in his/her classification until normal retirement age, had death not occurred".

### **SECTION 30 - TIME OFF TO ATTEND ASSOCIATION MEETINGS AND CONVENTIONS**

- 30-01 Members of the Association shall be permitted to absent themselves without loss of pay, to attend meetings to conduct the affairs and business of the Association in accordance with the following:

- 30-02 Application for time off to any Association meeting shall be made only with the knowledge and consent of the President of the Association, or the person acting in his stead.

- 30-03 Applications shall be in writing and filed with the Service allowing sufficient time for normal processing, but where in cases of special meetings this cannot be done, every consideration shall be given to the Service.

- 30-04 **REGULAR EXECUTIVE BOARD MEETINGS (9:00 A.M.)**

Any member of the Executive Board who is scheduled for duty on a day or afternoon shift on the day of the meeting may apply for that shift off duty.

Any member of the Executive Board who is scheduled for duty on the midnight shift immediately prior to the meeting may apply for that shift off duty, but shall not apply for the midnight shift off after the meeting.

30-05 SPECIAL EXECUTIVE BOARD MEETINGS

Members of the Executive Board shall apply for the time of the meeting if they are on shift, or on duty, during such time such meeting is scheduled.

30-06 GENERAL MEETING AND SPECIAL GENERAL MEETINGS

Members of the Executive Board shall apply only for the time of the meeting if they are on shift, or on duty, during the time such meeting is scheduled.

30-07 MEETINGS WITH SERVICE ADMINISTRATORS AND/OR POLICE SERVICES BOARD

Those members of the Executive Board assigned to attend such meetings shall apply for the time of the meeting if they are on duty, or on shift, during the time such meeting is scheduled.

30-08 Notwithstanding the aforementioned, where it is deemed necessary to hold briefing meetings prior to such meetings, members may apply for the necessary time to hold such meeting.

30-09 Members appearing before the Police Services Board in respect to the affairs of the Association shall appear in civilian attire.

30-10 A member of the Association who is a member of the Executive of the Police Association of Ontario shall be considered a member of the Board of Directors of the Association.

30-11 Three (3) members of the Executive of the Association, who are representatives to the P.A.O., shall be permitted to absent themselves, without **loss** of pay, for such time as may be necessary to a maximum of three (3) days, to attend Executive Board or Quarterly Meetings of the P.A.O.

30-12 Six (6) members of the Executive of the Association shall be granted permission to attend the annual convention of the P.A.O. for five (5) days without **loss** of pay.

30-13 A member of the Association who is a member of the P.A.O. Board of Directors or a member of the Executive Committee of the P.A.O. shall receive two (2) days leave of absence per month, cumulative, without **loss** of pay, in order to attend meetings or functions of the said P.A.O.

30-14 The President of the Association, or a member of the Executive of the Windsor Police Association acting in his stead, shall receive time off as required, subject to approval of the Chief of Police, for the purpose of carrying on the business and affairs of the Association, and further, subject to the approval of the Chief of Police, one other member of the Executive may be permitted time off when such business requires attendance outside of the City of Windsor.

30-15 The President of the Association, or a member acting in his stead, shall be allowed to attend the Canadian Police Association annual convention, yearly, without **loss** of pay.

**SECTION 31 - COMPLAINT AND GRIEVANCE PROCEDURE**

31-01 The complaint and grievance procedure for members of the Service shall be in accordance with the following:

- 31-02 Subject to what is set forth in sub-section 31-08 other than in a disciplinary matter, a member who has any grievance or complaint, shall forthwith convey to his/her immediate supervisor (orally or by writing) all facts relative to the grievance and/or complaint. The member and the superior shall make every attempt to resolve the problem at this preliminary state.
- 31-03 If the member and the superior fail to resolve the grievance or complaint to the satisfaction of the member, or if the superior fails to discuss, acknowledge or otherwise deal with the complaint or grievance, the member may invoke the following procedure in an attempt to remedy the cause of his/her complaint or grievance. Notwithstanding the above option, the member shall have no right of procedure unless he/she has first attempted to resolve the difference by this preliminary procedure.
- 31-04 The member shall communicate his/her complaint or grievance, in writing, to the official representatives of the Association, setting down all matters pertinent to the dispute.
- 31-05 The Chief of Police shall hear or receive the complaint and/or grievance from the Association, and within fourteen (14) working days communicate in writing to the Association, his/her decision relative to the grievance and/or complaint. **(revised 1999)**
- 31-06 The Association shall if dissatisfied with the ruling of the Chief of Police or his designate, or if the Chief of Police fails or refuses to deal with the complaint and/or grievance within the specified time, the Association may file with the Board the complaint and/or grievance within fifteen (15) days of the date the complaint or grievance was submitted to the Chief of Police or his designate.
- 31-07 The Board shall investigate the complaint and/or grievance, and/or cause an inquiry to be held between the persons involved in the dispute, and shall within forty-five (45) days of receipt of the complaint and/or grievance communicate in writing to the Association the decision in the matter. **(revised 1999)**
- 31-08 Where the Association is dissatisfied with the decision of the Board, there shall be the right to arbitrate according to the procedure as provided for in sub-section 31-09.
- 31-09 Where a difference arises between the parties relating to the interpretation, application or administration of the agreement or an allegation is made that the agreement or award has been violated, either of the parties may, notwithstanding any grievance or arbitration procedure established by the agreement, notify the other party in writing of its desire to submit the difference or allegation to an arbitrator and, if the recipient of the notice and the party desiring the arbitration do not within ten (10) days agree upon a single arbitrator, the appointment of a single arbitrator shall be made by the Solicitor General upon the request of either party, and the arbitrator shall commence to hear and determine the difference within thirty (30) days after his appointment and shall issue a decision within a reasonable time thereafter, and such decision is final and binding upon the parties.
- 31-10 Any time limits specified in this procedure may be enlarged or extended, by the consent of the parties that so engaged in the procedure.

**SECTION 32. LIABILITY OF MEMBER**

32-01 Subject to the other provisions of this Article, a member charged with and convicted of a criminal or tortious offence, because of acts done in an attempted performance in good faith of his/her duties as a law officer shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges.

- 32-02 Notwithstanding clause 32-01, the Board may authorize payment of necessary and reasonable legal costs of a member pleading or being found guilty of an offence described in clause 32-01, where the court, instead of convicting the accused, grants him/her absolute discharge, provided that the Board accepts the recommendation of the Chief of Police, or an officer designated by him/her to make such a recommendation, that the member's actions as a police officer in the course of performing his/her duties were motivated by an intent to do his/her lawful duty, that such actions do not constitute any of the actions described in clause 32-01 hereof, and that such indemnification will not in the opinion of the Board reduce respect for law enforcement in the City of Windsor.
- 32-03 Notwithstanding clause 32-01, the Board may refuse payment otherwise authorized under clause 32-01 where the actions of the officer from which the charges arose amounted to a gross dereliction of duty or deliberate abuse of his/her powers as a police officer.
- 32-04 Where a member is a defendant in a civil action for damages because of acts done in an attempted performance in good faith of his/her duties as a police officer, he/she shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such an action in the following circumstances only:
- a) Where the Board is not joined in the action as a party pursuant to Section 50 (1) of the Police Services Act, and the Board does not defend the action on behalf of itself and of the member as joint tortfeasers at the Board's sole expense.
  - b) Where the Board and/or Chief of Police is joined as a party or elects to defend the action, but the solicitor retained on behalf of the Board and/or Chief of Police and the member is of the view that it would be improper for him/her to act for both the Board and/or Chief of Police and the member in that action.
- 32-05 A member whose conduct is called into question in the course of an inquiry under the Coroners Act because of actions done in the attempted performance in good faith of his/her duties as a police officer, he/she shall be indemnified for the necessary and reasonable legal costs incurred in representing his/her interest 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 him/her to act for both the Chief of Police or the Board and the member in that action.
- 32-06 Where a member is the subject of a hearing before the Ontario Civilian Commission on Police Services as a result of a hearing held pursuant to Section 70 (1) (2) (3) or (4) of the Police Services Act R.S.O. 1990 and the decision of the Commission is the 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 by the Commission.  
**(revised 1999)**
- 32-07 S.I.U. INDEMNIFICATION  
Members shall be indemnified for the legal costs incurred in relation to Special Investigation Unit investigations subject to the conditions set out below:
- a) This provision shall apply to all members who are or appear to be considered subject officers in relation to the S.I.U. investigation.

- b) Where more than one member appears to be or is deemed to be the subject officer in relation to the same incident, one counsel shall represent all members so involved unless the circumstances indicate separate counsel should be retained.
- c) In the event that members of the S.I.U. intend to interview members, the President of the Association and the Chief of Police, or their designates, shall be notified and they shall make any determination required in respect to the number of counsel as outlined in subsection (b).
- d) The member or members shall be indemnified for all legal costs incurred until the member is finally cleared of any wrongdoing or until such time as the member(s) is charged with a criminal or statutory offence at which time Section 32 and the provisions therein outlined will apply.  
**(new 1999)**

32-08 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 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 to deal with such applications for approval to retain counsel and approval of the counsel to be so 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. The term counsel herein shall be restricted to counsel whose practice is located in the County of Essex. **(renumbered 1999)**

32-09 Where the Chief of Police, pursuant to Board policy, elects to provide legal counsel to defend a member in any legal proceeding covered by this provision, the cost of such counsel is the Board's responsibility irrespective of the outcome of the proceedings and neither the member nor the Board may rely upon the other provisions of this policy. This subsection shall not be deemed to apply to criminal prosecutions. **(renumbered 1999)**

32-10 Members shall not be indemnified for legal costs arising from:

1. grievances or complaints under the collective agreement between the Board and the Association or under the Police Services Act;
2. the actions or omissions of members acting in their capacity as private citizens;
3. discipline charges under the Police Services Act and regulations thereunder, except as set out in Section 32-06.

**(revised & renumbered 1999)**

32-11 For the purpose of this provision, a member shall not be deemed to be "finally acquitted" if as a result of charges laid he/she is subsequently found guilty of, or pleads guilty to, other charges arising out of the same incident or incidents, but nothing in this clause will disentitle the member to consideration under clause 32-02 hereof. **(renumbered 1999)**

32-12 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 Board and, in the case of dispute between the solicitor doing the work and the Board, assessment on a solicitor and client basis be the Assessment Officer. **(renumbered 1999)**

32-13 In the cases of aggravated assault, assault causing bodily harm, or the included offence of ordinary assault, the indemnification referred to in clause 32-01 shall be limited to only those fees that would have reasonably been incurred if the matter was tried in Provincial Judges'

Court unless the officer first obtains permission to elect to be tried by any other court. To obtain said permission, the officer shall make an application, in writing, to the President of the Windsor Police Association. The decision to give said permission shall be made by the President of the Windsor Police Association and the Chair of the Windsor Police Services Board. **(renumbered 1999)**

- 32-14 In the event that a dispute arises with regards to the interpretation or application of Section 32, the matter may be referred to an arbitrator as hereinafter named. Notice, in writing, shall be given to the other party and the arbitrator within ten (10) calendar days of the decision of matter complained of. The arbitrator's decision shall be final and binding on the parties. The arbitrator shall be selected on a rotational basis, subject to availability from the panel of arbitrators:

To be named by agreement of the parties **(renumbered 1999)**

### **SECTION 33 - WORKERS' COMPENSATION**

- 33-01 If a member is absent from work as the result of a compensable injury for which the employee is granted an award by the Workplace Safety Insurance Board for a period of temporary total disability, the Board shall pay the difference between the amount paid pursuant to the Workplace Safety and Insurance Act and his/her normal net average salary or wages. 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 less the amount of income tax. The intent of the parties being that an officer on Workplace Safety and Insurance benefits will be no better or worse off than an officer who is working. It is therefore agreed that no income tax, Employment Insurance or Canada Pension Plan payments shall be forwarded to Revenue Canada upon the member's behalf for the subject period for the amount attributable to Workplace Safety and Insurance benefits only. **(revised 1999)**
- 33-02 Members required to attend court while off work on Workplace Safety and Insurance benefits shall be entitled to court overtime as stipulated in Section 16 as if the member was actually working their assigned shift for that period. **(new 1999)**
- 33-03 Members who have made application for benefits from W.S.I.B. shall continue to receive all advances of salary or wages until such time as a decision is made by the W.S.I.B. to a maximum of ninety (90) calendar days. The member must exhaust accumulated overtime, carryover vacation from previous years and accumulated sick leave. **(new 1999)**

### **SECTION 34 - APPENDICES**

- 34-01 The following By-Laws and Agreements to which this Agreement refers are attached to this Agreement as appendices.
- 34-02 City of Windsor By-Law 980 and amendments thereto, dealing with Sick Leave.
- 34-03 City of Windsor By-Law 6342 and amendments thereto, dealing with Medical Services and Hospital Care.
- 34-04 City of Windsor By-Law 156.
- 34-05 City of Windsor By-Law 2577
- 34-06 Police Commission By-Law 107, all dealing with insurance and pension plans.
- 34-07 (a) Letter of Intent re Video Display Terminals



- (b) Letter of Intent re Police Investigations by the Executive of the Windsor Police Association
- (c) Letter of Intent re Cadet Pensions.

- 34-08 Letter of Intent re Workers' Compensation.
- 34-09 Letter of Intent re Sick Leave Gratuity.
- 34-10 Letter of Intent re Plainclothes Allowance.
- 34-11 Letter of Intent re Cadet Pensions.
- 34-12 Letter of Intent re O.M.E.R.S. Surplus III surplus.
- 34-13 Letter of Agreement re Pay Equity, Medical Documents and Committees.

**SECTION 35 - TERMS OF AGREEMENT**

35-01 This Agreement will remain in force and effect for a period of three (3) years ~~from January 1<sup>st</sup>, 2003 to and including the 31<sup>st</sup> of December 2005~~, and thereafter until replaced by a ~~new agreement, decision or award.~~

This Agreement will ensure to the benefit of and be binding upon not only the parties hereto but also their respective successors and assigns.

35-02 This Agreement will enure to the benefit of and be binding upon not only the parties hereto but also their respective successors and assigns.

DATED AT WINDSOR, this \_\_\_\_\_ day of \_\_\_\_\_ 2003.

**WINDSOR POLICE SERVICES BOARD**

**WINDSOR POLICE ASSOCIATION**

\_\_\_\_\_  
 Bill Marra  
 Chair,  
 Windsor Police Services Board

\_\_\_\_\_  
 Michael LaPorte  
 President,  
 Windsor Police Association

\_\_\_\_\_  
 Alan Thompson  
 Administrator,  
 Windsor Police Association

**SCHEDULE 'A'**  
**DIFFERENTIAL OF PAY IN RANK STRUCTURE**



(Based on rate of pay of 1st Class Constable)

CLASSIFICATION	PERCENTAGE			
	JAN. 1, 03	JULY 1, 03	APR. 1, 04	JAN. 1, 05
<b>Superintendent</b>	158%	158%	159%	160%
<b>Inspector</b>	148%	148%	149%	150%
<b>Staff Sergeant</b>	126%	133%	135%	135%
<b>Sergeant</b>	113%	118%	120%	120%
<b>Senior Constable 10 yrs.</b>	102.5%	103.5%	104.5%	104.5%
<b>Senior Constable 20 years</b>	103%	105%	107.5%	107.5%

EFFECTIVE JAN. 1, 2003

EFFECTIVE JULY 1, 2003

CLASSIFICATION	ANNUAL	61-WEEKLY		ANNUAL	61-WEEKLY
<b>Superintendent</b>	\$102,152.91	\$3,928.96		\$102,152.91	\$3,928.96
<b>Inspector</b>	\$95,687.54	\$3,680.29		\$95,687.54	\$3,680.29
<b>Staff Sergeant</b>	\$81,463.71	\$3,133.22		\$85,989.47	\$3,307.29
<b>Sergeant/Detective</b>	\$73,058.73	\$2,809.95		\$76,291.41	\$2,934.29
<b>CONSTABLES</b>					
<b>Sen. Const. 20 yr.</b>	\$66,593.35	\$2,561.28		\$67,886.43	\$2,611.02
<b>Sen. Const. 10 yr</b>	\$66,270.08	\$2,548.85		\$66,916.62	\$2,573.72
<b>1<sup>st</sup> Class</b>	\$64,653.74	\$2,486.68		\$64,653.74	\$2,486.68
<b>2<sup>nd</sup> Class</b>	\$59,499.53	\$2,288.44		\$59,499.53	\$2,288.44
<b>3<sup>rd</sup> Class</b>	\$56,086.12	\$2,157.16		\$56,086.12	\$2,157.16
<b>4<sup>th</sup> Class</b>	\$50,209.69	\$1,931.14		\$50,209.69	\$1,931.14

EFFECTIVE JAN. 1, 2004

EFFECTIVE APR. 1, 2004

CLASSIFICATION	ANNUAL	BI-WEEKLY	ANNUAL	BI-WEEKLY
Superintendent	\$105,728.26	\$4,066.50	\$106,397.43	\$4,092.21
Inspector	\$ 99,036.60	\$3,809.10	\$ 99,705.76	\$3,834.84
Staff Sergeant	\$ 88,999.10	\$3,423.04	\$ 90,337.44	\$3,474.52
Sergeant/Detective	\$ 78,961.61	\$3,036.99	\$ 80,299.94	\$3,088.46
<b>CONSTABLES</b>				
Sen. Const. 20 yr.	\$ 70,262.45	\$2,702.40	\$ 71,935.37	\$2,766.74
Sen. Const. 10 yr	\$ 69,258.70	\$2,663.80	\$ 69,927.87	\$2,689.53
1 <sup>st</sup> Class	\$ 66,916.62	\$2,573.72	\$ 66,916.62	\$2,573.72
2 <sup>nd</sup> Class	\$ 61,582.01	\$2,368.54	\$ 61,582.01	\$2,368.54
3 <sup>rd</sup> Class	\$ 58,049.13	\$2,232.66	\$ 58,049.13	\$2,232.66

EFFECTIVE JAN. 01, 2005

Inspector	\$103,888.05	\$3,995.69
Staff Sergeant	\$ 93,499.25	\$3,596.12
Sergeant/Detective	\$ 83,110.44	\$3,196.56
<b>CONSTABLES</b>		
Sen. Const. 20 yr.	\$ 74,453.10	\$2,863.58
Sen. Const. 10 yr	\$ 72,375.34	\$2,783.67
1 <sup>st</sup> Class	\$ 69,258.70	\$2,663.80

**NEW STARTING RATES EFFECTIVE MARCH 1, 1997 FOR 2<sup>ND</sup>/3<sup>RD</sup>/4<sup>TH</sup> CLASS  
CONSTABLES (NOT APPLICABLE TO MEMBERS CURRENTLY IN THE EMPLOY OF THE  
BOARD AS OF FEBRUARY 14, 1997)**

**EFFECTIVE JAN. 01, 2003**

**EFFECTIVE JULY 01, 2003**

<b>CLASSIFICATION</b>	<b>ANNUAL</b>	<b>BI-WEEKLY</b>		<b>ANNUAL</b>	<b>BI-WEEKLY</b>
<b>2<sup>nd</sup> Class</b>	\$57,599.12	\$2,215.35		\$57,599.12	\$2,215.35
<b>3<sup>rd</sup> Class</b>	\$51,471.54	\$1,979.67		\$51,471.54	\$1,979.67
<b>4<sup>th</sup> Class</b>	\$45,343.98	\$1,744.00		\$45,343.98	\$1,744.00

**EFFECTIVE JAN. 01, 2004**

**EFFECTIVE APR. 1, 2004**

<b>CLASSIFICATION</b>	<b>ANNUAL</b>	<b>BI-WEEKLY</b>		<b>ANNUAL</b>	<b>BI-WEEKLY</b>
<b>2<sup>nd</sup> Class</b>	\$59,615.09	\$2,292.89		\$59,615.09	\$2,292.89
<b>3<sup>rd</sup> Class</b>	\$53,273.04	\$2,048.96		\$53,273.04	\$2,048.96
<b>4<sup>th</sup> Class</b>	\$46,931.02	\$1,805.04		\$46,931.02	\$1,805.04

**EFFECTIVE JAN. 01, 2005**

<b>CLASSIFICATION</b>	<b>ANNUAL</b>	<b>BI-WEEKLY</b>			
<b>2<sup>nd</sup> Class</b>	\$61,701.62	\$2,373.14			
<b>3<sup>rd</sup> Class</b>	\$55,137.60	\$2,120.68			
<b>4<sup>th</sup> Class</b>	\$48,573.61	\$1,868.22			

**SCHEDULE 'A'**  
**SENIOR CONSTABLE QUALIFICATIONS**

Members shall be entitled to receive Senior Constable Pay (10 year) if they meet the following criteria:

1. hold the rank of 1<sup>st</sup> Class Constable, and
2. have ten (10) years service as a Constable with the Windsor Police Service, and
3. (a) attain a passing grade on the promotional exam,  
OR  
(b) attain a passing grade (60%) on an exam set by the Chief of Police (exam to be based on the Rules & Regulations and Policies & Procedures of the Windsor Police Service), and attain a satisfactory service rating (field ratings as outlined in the promotional policy). Exam mark will be effective for four **(4)** years.

Members shall be entitled to receive Senior Constable Pay (20 year) if they meet the following criteria:

1. hold the rank of 1<sup>st</sup> Class Constable, and
2. have twenty (20) years service as a Constable with the Windsor Police Service, and
3. (a) attain a passing grade on the promotional exam,  
OR  
(b) attain a passing grade (60%) on an exam set by the Chief of Police (exam to be based on the Rules & Regulations and Policies & Procedures of the Windsor Police Service), and attain a satisfactory service rating (field ratings as outlined in the promotional policy). Exam mark will be effective for four **(4)** years.  
**(new 2002)**

**RECLASSIFICATION**

1. Constables, 4<sup>th</sup> Class who:
  - a) have completed one (1) year of service,
  - b) have a "Service Rating" with the Windsor Police Service in the "acceptable" category or above, and
  - c) have successfully met the physical fitness standard requirement, shall be advanced to Constable 3rd Class, category.
2. Constables, 3rd Class who:
  - a) have completed two (2) years of service,
  - b) have a "Service Rating" with the Windsor Police Service in the "acceptable" category or above, and
  - c) have successfully met the physical fitness standard requirement, shall be advanced to Constable 2nd Class, category.

3. Constables, 2nd Class who:
  - a) have completed three (3) years of service,
  - b) have a "Service Rating" with the Windsor Police Service in the "acceptable" category or above, and
  - c) have successfully met the physical fitness standard requirement, shall be advanced to Constable 1st Class, category.
4. Cadets who are taken on strength as constables and have completed the 9 week Recruit Training Course at the Ontario Police College, will be at Third Class Constable.
5.
  - a) The Association and the Board agree that there shall be appointed a committee to be known as the Physical Fitness Committee for the Windsor Police Service.
    - (i) The Board shall forthwith appoint 2 members;
    - (ii) The Association shall forthwith appoint 2 members;
    - (iii) The appointed members shall appoint an independent person who shall serve as Chairperson.
  - b) The Committee shall **as** soon as possible but not later than the 15<sup>th</sup> day of October 1985 establish the necessary criteria for physical fitness tests to be administered at a place designated by the Committee.
  - c) Except hereinafter provided after the 15<sup>th</sup> day of October 1985, no constable shall be promoted from 4<sup>th</sup> Class; to 3<sup>rd</sup> Class; 3<sup>rd</sup> Class to 2<sup>nd</sup> Class; 2<sup>nd</sup> Class to 1<sup>st</sup> Class, unless such constable has passed the physical fitness test within thirty (30) days preceding the date of such promotion. Any person who has achieved First Class status shall be exempted from future physical fitness tests.
  - d) In the event of failure, the applicant constable may repeat the said test from time to time until achieving the required passing grade. The promotion shall become effective on that date provided all other requirements of the contract have been completed.
  - e) The Board shall pay for the costs relating to the Chairperson and for the maximum of two tests at each level. Such costs to be negotiated by the Board.
  - f) In the event of illness or injury, a constable may apply to the Committee to be exempted from the physical fitness test. If in the view of the majority of members of the Committee the said constable would reasonably have passed such test except for the illness or injury, the constable shall be exempted and the promotion shall become effective in the normal course.
  - g) All decisions of the Committee shall be by majority vote and such decision shall be final.
  - h) Any vacancies in the Committee shall be filled in accordance with paragraph (a).

**SCHEDULE 'B'**



**COMPRESSED WORK WEEK**  
**INVESTIGATION SERVICES**

COMPRESSED WORK WEEK SCHEDULE - 10-10

A=0700 TO 1700 HRS      D=1545 TO 0145 HRS

PLATOONS	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
ONE	.	.	-	D	D	D	D	D	-	-	-	-	A	A	A	A	A	-	-	-	-	D	D	D	D	-	-	-	A	A	A	A	A	-	
TWO	.	.	-	A	A	A	A	A	-	-	-	-	D	D	D	D	D	-	-	-	-	A	A	A	A	A	-	-	-	D	D	D	D	D	-
THREE	A	A	A	A	-	-	-	-	D	D	D	D	D	-	-	-	A	A	A	A	A	-	-	-	-	D	D	D	D	-	-	-	-	A	
FOUR	D	D	D	D	-	-	-	-	A	A	A	A	A	-	-	-	D	D	D	D	D	-	-	-	-	A	A	A	A	A	-	-	-	-	D

## APPENDIX 1

### **A BY-LAW TO ESTABLISH A PLAN OF SICK LEAVE CREDIT GRATUITIES FOR EMPLOYEES OF THE CORPORATION**

**Passed the 1<sup>st</sup> day of April, 1952**

WHEREAS it is deemed expedient to establish a plan of sick leave credit gratuities for the employees of the Corporation of the City of Windsor:

THEREFORE the Municipal Council of the Corporation of the City of Windsor enacts as follows:

1. In this By-Law,
  - (a) **“Employee”** means any salaried officer, clerk, workman, servant or other person in the employ of the Corporation of the City of Windsor, and unless otherwise provided herein, shall include a temporary employee who has been employed continuously on a full-time basis for not less than six (6) months. If such temporary employee has submitted a medical examination report satisfactory to the Corporation. (added B/L 2294)
  - (b) **“Month”** shall mean a calendar month.
  - (c) **“Regular attendance”** means for any month the attendance of an employee at his duties on the days during the hours for which his attendance is required during that month, according to the terms of his employment, subject to the proviso that no credit shall be given to an employee in any month who, in that month, was absent from duty without leave, or who is absent for more than six (6) days for any reason other than vacation leave of absence or attendance with the permission of Council, at any meeting or convention of any organization or association with which any Union which has a collective agreement with the Corporation is affiliated. (amended - B/L 1913)
  - (d) **“Sick leave certificate”** means a certificate, Form “A” attached to and forming part of this By-Law, verifying a claim for sick leave.
  - (e) **“Sick leave absence”** means absence from regular attendance by sickness or physical incapacity.
  - (f) **“Sick leave credit”** means an allowance as provided by this By-Law for sick leave absence with pay.
  - (g) **“Council”** means the Council of the Corporation of the City of Windsor.
2. (a) A plan of sick leave credit gratuities is hereby established for every employee, and subject to the control of Council, the conduct and management of the plan shall be vested in the Treasurer, or such other employee of the Corporation as the Council by resolution may designate, from time to time.



- (b) The Treasurer shall perform all things necessary or incidental to the due carrying on of the sick leave credit gratuities plan, including the power to allow or disallow any sick leave credit or sick leave absence for any employee provided, however, that the disallowance by the Treasurer of any sick leave credit or sick leave absence shall be subject to appeal as hereinafter set forth.
  - (c) The Treasurer shall provide and keep a register in which all sick leave credits shall be recorded so that the register will show the net sick leave credits of every employee which remains after all his sick leave absences have been deducted from his accumulated sick leave credit.
- 3.
- (a) Each employee shall be entitled, for every month of regular attendance, to a sick leave credit at the rate of not more than 1 ½ days per month, and the sick leave credit of an employee shall be cumulative.
  - (b) Where an employee has been employed for more than three years, he may, subject to the approval of the City Manager, be allowed sick leave absence for not more than thirty (30) days at any time in excess of his accumulated sick leave credit, as recorded in the register, provided that, such excess allowance shall be chargeable to and debited in the register against future sick leave credits to which the employee may become entitled. The decision of the City Manager disallowing an application for extension of sick leave absence as foreshadowed, may be appealed to the Council. This paragraph shall not apply to a temporary employee. (amended- B/L 4053)
  - (c) Where an employee is absent due to an accident and is in receipt of Workman's Compensation and the municipality makes up the twenty-five percent (25%) difference between such compensation allowance and his total salary or wage, his sick leave credit shall not be debited with one-quarter day for each such day's absence. (amended B/L 1913)
  - (d) Where an employee is absent due to attendance at a military hospital for observation, examination or treatment in connection with any disability sustained by such employee as a result of military service, and the Municipality makes up the difference between the employee's normal salary or wages for such period of absence and any allowance or gratuity, other than for transportation and meals, received by the employee from the Department of Veteran's Affairs while attending at such hospital his sick leave credit, if any, shall be debited with the period of time determined by the ratio that the Municipality supplemental payment bears to the employee's normal salary or wages for the period of absence. This paragraph shall not apply to a temporary employee. (B/L's 1165 & 2294)
  - (e) If an employee is absent from work for any period of time during which he is entitled to receive sick leave payments or is awarded compensation under the Workman's Compensation Act, his normal accumulation of sick leave shall not be interrupted by reason of such absence. (added- B/L 4053)
- 4.
- (a) An employee shall report his illness to his immediate superior during the first day on which such employee is absent from work, and within two hours of the time at which he would normally commence his duties.
  - (b) Upon the return to work of an employee or during his absence if requested, the sick leave certificate, as set out in Form " A which forms part of this By-Law must be filed with the Treasurer, and where the absence has been in excess of three (3) days at one time the physician's portion of the certificate must also be completed as soon as practicable.

- (c) The sick leave certificate, supported by a physician's certificate or other satisfactory evidence of illness, shall be required if requested by the City Treasurer. (By-Law 2030)
5.
    - (a) Whenever the Treasurer disallows any application for sick leave credit, or sick leave absence for any employee, or does not make an entry in regard to such employee's sick leave credit, in accordance with the terms of this By-Law, such employee may appeal against the decision or action of the Treasurer by filing with the City Manager a written notice of appeal within seven **(7)** days of the date of mailing or delivery to him of notice of the decision or action of the Treasurer. (B/L 3501)
    - (b) The City Manager shall be and is hereby empowered to hear such appeal and the City Manager, upon notice to all interested parties, may fix the time and place of the hearing of such appeal and may adopt such rules of procedure and practice as he in his **sole** discretion may determine. (B/L 3501)
    - (c) All notices of hearing of any such appeal shall be mailed or delivered to all parties concerned, not less than three (3) days prior to the date set by the City Manager for hearing any such appeal.
    - (d) The decision of the City Manager in respect to any such appeal shall be reported to the Treasurer, and the Treasurer shall record the decision of the City Manager in the register, and act upon it. (By-Law 2030 amended by By-Law 2007)
  6. The Treasurer shall report monthly to the City Manager of the said Corporation all sick leave absences. (By-Law 2030)
  7.
    - (a) Where an employee has heretofore accumulated sick leave credits under any plan established by the Corporation, the employee shall be entitled to credits equal in number to the sick leave credits **so** accumulated, in addition to any credits to which he may become entitled under the provisions of this By-Law. (amended B/L **4053**)
    - (b) Upon the application of an employee who immediately prior to his employment by the Corporation was employed by another municipality or local board which has established a sick leave plan under The Municipal Act of any other general or special Act, the total sick leave credits standing to the credit of such employee in the plan of such municipality or local board shall be placed to the credit of such employee in the plan of the Corporation, provided that such total credits shall not exceed the amount of the credits which could have been earned by such employee under the plan of the Corporation for the same term of employment. (B/L **4578**)
  8. Subject to Section 9 hereof, when an employee, having more than five **(5)** years service, ceased to be employed by the Municipality or when an employee having less than five (5) years service dies, there shall be paid to him or his personal representatives as the case may be, or failing a personal representative, to such other person as the Council may determine, an amount computed on the basis of his pay at the date of his cessation of employment with the Municipality, for a period equal to fifty percent (50%) of the value of his credits or fraction thereof, but the amount shall not exceed six (6) months pay, and any such employee shall be entitled to be paid such amount in a lump sum, or in regular, consecutive monthly payments of not less than fifty dollars (\$50.00), and the balance remaining at any given time after all previous payments have been deducted shall be paid to the employee upon his request. This section shall not apply to a temporary employee. Interest at a rate of one percent below the average prime lending rate charged by the chartered banks in the preceding calendar year shall be paid upon the monthly balance of sick leave credits left on deposit with the Corporation from time to time, and such

- interest shall be payable thereof to be made within thirty (30) days after the final withdrawal of such credits. (amended by B/Ls 1437, 2294, 4053, and 4959)
9. Any employee discharged by Council for cause shall lose or forfeit all benefits under this By-Law.
  10. By-Law Number 960, passed the fifth day of February 1952, is hereby repealed.
  11. This By-Law shall come into force on the 1<sup>st</sup> day of January, 1952.

(SEAL)

(Signed) J.F. Martin  
Presiding Officer

(Signed) C.V. Waters  
City Clerk

First reading April 1, 1952  
Second reading April 1, 1952  
Third reading April 1, 1952

APPROVED

(Signed) G.H. Dunbar  
Minister of Municipal Affairs  
April 8, 1952

As amended by,

By-Law 1074 - July 7, 1953  
**By-Law 1165 - April 21, 1954**  
By-Law 1437 - March 2, 1956  
By-Law 1913 - November 17, 1958  
By-Law 2007 - June 15, 1959  
By-Law 2030 - September 14, 1959  
By-Law 2294 - July 10, 1961  
By-Law 3501 - September 3, 1968  
By-Law 4053 - March 8, 1971  
By-Law 4578 - May 22, 1973  
By-Law 4959 - October 21, 1974  
By-Law 6333 - September 4, 1979

**APPENDIX 2**

**A BY-LAW RESPECTING MEDICAL, HOSPITAL AND DRUG PRESCRIPTION SERVICES FOR  
EMPLOYEES AND THEIR FAMILIES**

**Passed the 23<sup>rd</sup> day of March, 1970.**

WHEREAS the Corporation has heretofore established plans for medical and hospital care and for the provision of drug prescription service, for employees and their families as set out in By-Law Number 661 as amended from time to time:

AND WHEREAS certain further amendments have become necessary by virtue of the establishment of the Ontario Health Services Insurance Plan by the Province of Ontario and it is deemed expedient to consolidate and re-enact the said By-Law Number 661:

THEREFORE the Council of the Corporation of the City of Windsor enacts as follows:

1. In this By-Law,
  - A. **“Employee”** shall include an employee of,
    - (i) The Corporation of the City of Windsor, and
    - (ii) The Board of Commissioners of Police of the City of Windsor.
  - B. **“Corporation”** shall mean The Corporation of the City of Windsor.
2. Upon completion of the probationary period prescribed by the collective or other employment agreement applicable thereto, every employee shall forthwith become a subscriber to the services provided by the Commission and Plans hereinafter listed, and shall remain a subscriber thereto in accordance with the provisions of this By-Law as a condition of continued employment. The said Commission and Plans are as follows:
  - (a) The Ontario Hospital Services Commission and the Ontario Hospital Association Supplement Blue Cross Plan for Hospital Care;
  - (b) The Ontario Health Services Insurance Plan;
  - (c) The Green Shield Prescription Plan.
3. Every employee shall subscribe to the said services on behalf of his spouse and dependent children entitled to participate therein respectively, and every employee shall submit such application forms and other documents and shall provide such information from time to time as may be required to comply with the rules and regulations applicable to participants in the said services; provided that an employee or the spouse or children of an employee may be exempted from the requirements of this By-Law with respect to all or any of the said services if satisfactory evidence is submitted to the City Treasurer to prove that such persons already participate in the service or services from which exemption is sought, through a plan established by the employer of the spouse of the employee to which this By-Law applies.
4. (a) Except as hereinafter provided, the Corporation shall pay two-thirds of the cost of the service provided under the Green Shield Prescription Plan and three-quarters of the cost of the remainder of services aforesaid, each employee being responsible for the balance of

the cost of all such services; provided that before the expiration of the probationary period mentioned in Section 2 hereof each employee shall, if required, deliver to the City Treasurer written authority to deduct the amount of such employee's contribution from his salary or wages, and the City Treasurer shall be responsible for remitting the required payments to the Treasurers of the Commission and the Plans mentioned in Section 2 hereof.

- (b) Notwithstanding the foregoing, the Corporation shall pay the whole or such part of the cost of such services as may be required from time to time by the terms of any collective agreement binding upon the Corporation or upon the Board of Commissioners of the City of Windsor.
  - (c) If, according to the regulations governing any of the said services an employee is required to become a subscriber during his probationary period, or if any employee wishes to become a subscriber during such period, the full cost of any such service shall be paid by the employee until the completion of this probationary period.
5. Upon the retirement of any employee from service, either by reaching normal retirement age or by reason of being unable to discharge his duties efficiently because of illness or other incapacity, the Corporation shall continue to subscribe to the said services on behalf of such employee, his spouse, and dependent children, during the lifetime of such employee and the Corporation shall pay the full cost of such subscriptions.
  6. Notwithstanding anything herein contained, the application of this By-Law to employees under the jurisdiction of The Board of Commissioners of Police of the City of Windsor shall be subject to the approval of the said Board.
  7. Wherever the masculine or singular has been used throughout this By-Law, it shall be deemed to include the feminine or plural where the context so requires or permits.
  8. By-Law Number 661 is hereby repealed.
  9. This By-Law shall come into force and take effect immediately upon the final passing thereof.

F. Wansbrough  
MAYOR

J.B. Adamac  
CLERK

First reading - March 23, 1970  
Second reading - March 23, 1970  
Third reading - March 23, 1970

**APPENDIX 3**

**BY-LAW NUMBER 156**  
**A BY-LAW TO GRANT AID FOR THE ESTABLISHMENT**  
**AND MAINTENANCE OF A SUPERANNUATION**  
**AND BENEFIT FUND FOR EMPLOYEES OF THE**  
**CORPORATION**  
**Passed the 5<sup>th</sup> day of July, 1938.**

WHEREAS under the provisions of sub-section 11 of Section 313 of the Municipal Act the Council may pass a By-Law for granting aid for the establishment and maintenance of a superannuation and benefit fund for the employees of the Police Force and Fire Brigade and for other officers and employees of the Corporation and of their wives and families:

AND WHEREAS it is deemed expedient to grant aid for the establishment and maintenance of such a fund for the employees of the Corporation:

THEREFORE the Municipal Council of the Corporation of the City of Windsor enacts as follows:

1. That the Corporation grant in the year 1938 the sum of \$5,000.00 together with the sum of \$25,000.00 granted for the same purpose under By-Law 134, for the establishment of a superannuation and benefit fund for the employees of the Corporation, and in succeeding years such annual sums as may be necessary for the continuation of the said fund.
2. That E.S. Wigle, Mayor, A.E. Cook, City Treasurer, C.V. Waters, City Clerk, R.J. Desmarais, City Engineer and L.Z. McPherson, City Solicitor, and their successors in office from time to time, together with a representative of the Council, to be appointed annually by resolution, shall be and they are hereby constituted a Committee to be known as "City of Windsor Pensions Committee" to receive the said grants and to do all acts necessary to administer the said fund in accordance with the provisions of the pension plan dated April 6<sup>th</sup>, 1938 submitted on behalf of the Sun Life Assurance Company of Canada.
3. That every employee of the Corporation included in any of the classifications under the said plan shall contribute to the said fund the amount fixed by the said plan in respect to the classification which applies to such employee.
4. This By-Law shall come into force on the day of the final passing thereof, and shall not be repealed without the consent of the Ontario Municipal Board.

(SEAL)

(Signed) E.S. Wigle  
MAYOR

(Signed) C.V. Waters  
CLERK

First reading June 30, 1938  
Second reading June 30, 1938  
Third reading July 5, 1938

APPROVED  
Department of Municipal Affairs - Ontario

R.J. Moore  
SUPERVISOR  
August 3, 1938

**BILL NO. 133 1963**

**APPENDIX 4**  
**BY-LAW NUMBER 2577**

**A BY-LAW TO AUTHORIZE PARTICIPATION BY THE  
CORPORATION OF THE CITY OF WINDSOR IN THE  
ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM  
Passed the 18<sup>th</sup> day of November, 1963**

WHEREAS pursuant to Section 15 of the Ontario Municipal Employees Retirement System Act, 1961-62, a municipality or local board may by by-law or resolution elect to participate in the Ontario Municipal Employees Retirement System and pay to the fund the total of the employer and employee contributions, and has all the powers necessary and incidental thereto:

NOW THEREFORE IT IS ENACTED as a by-law of the Corporation of the City of Windsor (herein called the "Employer") as follows:

1. The Employer hereby elects to participate in the Ontario Municipal Employees Retirement System on the 1<sup>st</sup> day of January, 1964 (herein called "the effective date") and authorizes the City Clerk to submit this election in writing (by provision of a certified copy of this by-law) to the Secretary-Treasurer of the Ontario Municipal Employees Retirement Board.
2. Every employee who, before the effective date, was an employee of the Employer is entitled to become a member of the System if he is employed on a continuous full time basis, and at least seventy-five percent (75%) of the employees so employed become members.
3. Every person who becomes an Employee of the Employer on or after the effective date shall, as a condition of his employment become a member of the System on the completion of not less than three (3) and not more than twelve (12) months of service on a continuous full-time basis, provided however, that if he is already a member of the System then contributions by and on his behalf may, on the election of the employee, commence on any date during the first three (3) months of his service.
4. The Commissioner of Finance of the Corporation of the City of Windsor is hereby authorized to arrange for the deduction from the earnings of each employee who is a member of the System, the contributions required to be made by the member, and to remit such contributions together with the amounts required under the Act to be paid by the Employer, to the Secretary-Treasurer of the Ontario Municipal Employees Retirement Board, and to execute all necessary documents and to **do** such things as are necessary to carry out the intent of this by-law.
5. The Employer hereby elects to participate together with the Board of Commissioners of Police for the City of Windsor as a single Employer under the Ontario Municipal Employees Retirement System Act, 1961-62, and the Regulations thereunder.
6. This by-law shall come into force and take effect on the day of the final passing thereof.

(Signed) M.J. Patrick  
\_\_\_\_\_  
MAYOR

(Signed) E.J. Adamac  
\_\_\_\_\_  
CLERK

First reading - November 18, 1963  
Second reading - November 18, 1963  
Third reading - November 18, 1963

**APPENDIX 5**

**A BY-LAW TO AUTHORIZE PARTICIPATION BY THE  
BOARD OF COMMISSIONERS OF POLICE FOR THE CITY OF  
WINDSOR IN THE ONTARIO MUNICIPAL EMPLOYEES  
RETIREMENT SYSTEM**

WHEREAS pursuant to Section 15 of the Ontario Municipal Employees Retirement System Act, 1961-62, a municipality or local board may by by-law or resolution elect to participate in the Ontario Municipal Employees Retirement System and pay to the fund the total of the employer and employee contributions, and has all the powers necessary and incidental thereto:

NOW THEREFORE BE IT ENACTED as a by-law of the Board of Commissioners of Police for the City of Windsor (herein called the "Employer") as follows:

1. The Employer hereby elects to participate in the Ontario Municipal Employees Retirement System as of the 1<sup>st</sup> day of January, 1964 (herein called "the effective date") and authorizes the City Clerk to submit this election in writing (by provision of a certified copy of this by-law) to the Secretary-Treasurer of the Ontario Municipal Employees Retirement Board.
2. Every employee who, before the effective date, was an employee of the Employer is entitled to become a member of the System if he is employed on a continuous full time basis, and at least seventy-five percent (75%) of the employees so employed become members.
3. Every person who becomes an Employee of the Employer on or after the effective date shall, as a condition of his employment become a member of the System on the completion of not less than three (3) and not more than twelve (12) months of service on a continuous full-time basis, provided however, that if he is already a member of the System then contributions by and on his behalf may, on the election of the employee, commence on any date during the first three (3) months of his service.
4. The Commissioner of Finance of the Corporation of the City of Windsor is hereby authorized to arrange for the deduction from the earnings of each employee who is a member of the System, the contributions required to be made by the member, and to remit such contributions together with the amounts required under the Act to be paid by the Employer, to the Secretary-Treasurer of the Ontario Municipal Employees Retirement Board, and to execute all necessary documents and to do such things as are necessary to carry out the intent of this by-law.
5. The Employer hereby elects to participate together with the Corporation of the City of Windsor as a single employer under the Municipal Employees Retirement System Act, 1961-62, and the Regulations thereunder.
6. This by-law shall come into force and take effect on the day of the final passing thereof.

(Signed) J.A. Legris  
CHAIRMAN

Read a first time this 29<sup>th</sup> day of November, A.D., 1963  
Read a second time this 29<sup>th</sup> day of November, A.D., 1963  
Read a third time and finally passes this 29<sup>th</sup> day of November, A.D., 1963



**APPENDIX 6**

**LETTER OF AGREEMENT**

**BETWEEN**

**THE POLICE SERVICE BOARD  
FOR THE CITY OF WINDSOR**

**- AND -**

**THE WINDSOR POLICE ASSOCIATION**

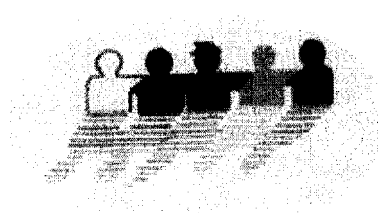
**DATED THIS 25<sup>th</sup> DAY OF JULY, 2003**

The Windsor Police Services Board and the Windsor Police Association agree that Section 26 of the Unit 'A' Agreement, and Section 23 of the Unit 'B' Agreement shall be amended to reflect the Green Shield "Schedule of Eligible Services" document appended to each Collective Agreement.

It is further agreed that it is the intent of the parties that the Schedule of Eligible Services document is not intended to change the benefits provided to the members, as set out in the 2001 - 2002 Unit 'A' and Unit 'B' Collective Agreement, with the exception of those benefit changes agreed to between the parties as set out in the 2003 - 2005 Memorandum of Agreements.

(signed) BILL MARRA  
Bill Marra  
Chair,  
Windsor Police Services Board.

(signed) ALAN THOMPSON  
Alan Thompson  
Administrator,  
Windsor Police Association.



**THE WINDSOR POLICE SERVICES BOARD**

**WINDSOR POLICE ASSOCIATION**

# **Schedule of Eligible Services**



## ELIGIBLE SERVICES

<u>HEALTH PLAN COVERAGE</u> .....	<u>51</u>
DRUG.....	51
ACCIDENTAL DENTAL.....	51
AMBULANCE TRANSPORTATION.....	51
HOSPITAL ACCOMMODATION.....	51
PARAMEDICAL SERVICES.....	51
PRIVATE DUTY NURSING.....	52
PROSTHETIC APPLIANCES AND DURABLE MEDICAL EQUIPMENT.....	52
<b>VISION</b> .....	<b>53</b>
NURSING HOME CARE.....	53
AUDIO.....	53
<b><u>LIMITATIONS</u></b> .....	<b>53</b>
<b><u>EXCLUSIONS</u></b> .....	<b>54</b>
<u>DENTAL CARE COVERAGE</u> .....	<u>56</u>
SCHEDULE A & B.....	56
SCHEDULE C.....	57
SCHEDULE D.....	58
<b><u>LIMITATIONS</u></b> .....	<b>58</b>
<b><u>EXCLUSIONS</u></b> .....	<b>59</b>
<u>GREEN SHIELD CANADA DELUXE TRAVEL COVERAGE</u> .....	<u>60</u>
<b><u>LIMITATIONS</u></b> .....	<b>62</b>
<b><u>EXCLUSIONS</u></b> .....	<b>63</b>
<u>GENERAL INFORMATION</u> .....	<u>64</u>
COVERAGE EFFECTIVE DATE.....	64
OUR COMMITMENT TO PRIVACY.....	64
CO-ORDINATION OF BENEFITS (COB).....	64
SUBROGATION.....	65
PROVINCIAL GOVERNMENT PROGRAMS.....	65
ALTERNATE/LIMITED BENEFIT CLAUSE.....	66
<b><u>GENERAL EXCLUSIONS</u></b> .....	<b>66</b>

# SCHEDULE OF ELIGIBLE SERVICES

## HEALTH PLAN COVERAGE

Eligible Services shown below will not be eligible unless they are usual, reasonable and customary taking all factors into account, and are medically necessary for the treatment of an illness or injury.

### DRUG

Eligible benefits include prescription drugs/medications that have been approved for use in Canada, provided they have been prescribed by an authorized medical practitioner.

1. All medication which requires a prescription by law, including oral contraceptives.
2. Syringes and needles, diabetic testing agents, insulin, and all other approved injectibles.
3. Digitalis, digoxin, digitoxin, lanatoside, quinidine, erythrol tetranitrate, isosorbide dinitrate and nitroglycerin.
4. A co-payment of \$3.00 applies to each prescription.
5. The Ontario Drug Benefit co-pay/deductible for seniors is a benefit.
6. Mandatory generic equivalent drug substitution applies.

### ACCIDENTAL DENTAL

Services by a licensed dental practitioner for the following dental treatment resulting from directly and independently of all other causes, from bodily injury caused by accidental means which occurred while coverage was in force, and received within 3 years of an accident for:

- dental treatment for injuries to natural teeth
- replacement of natural teeth to a maximum of \$500.00 per accident, i.e. dentures, bridge, crowns

Reimbursement will be made up to the fees set out in the General Practitioners Fee Guide in effect on the date of treatment.

A Dental Accident Report Form and your dental x-rays must be submitted to Green Shield for prior approval. Failure to comply may result in non-payment.

### ANCE TRANSPORTATION

When required as the result of an accident or acute physical disability by professional land ambulance, or in acute emergency, by air ambulance.

### HOSPITAL ACCOMMODATION

Eligible benefits will be paid at 100% based on usual, reasonable and customary charges in the area where they were received, provided your provincial government health plan has accepted or agreed to pay the ward or standard rate.

### SEMI-PRIVATE COVERAGE

- Reimbursement for the difference in cost between standard ward charges and semi-private accommodation in a public general hospital when you have occupied an active treatment bed, or alternative level of care bed.
- Reimbursement up to a maximum of \$3.00 per day for 120 days per calendar year for the difference in cost between standard ward charges and semi-private accommodation in a public chronic hospital or chronic wing facility of a public general hospital when you have occupied a chronic treatment bed or in a public general hospital when you have occupied an alternate level of care semi-private bed.
- Reimbursement for the difference in cost between standard ward charges and semi-private accommodation in a convalescent or rehabilitation hospital or a convalescent or rehabilitation wing in a public general hospital when you have occupied an active convalescent or rehabilitation bed.

### PRIVATE COVERAGE

- **Private Room in Hospital**, reimbursement for the difference in cost between semi-private accommodation and a private room (not a suite) in a public general hospital.

### PARAMEDICAL SERVICES

- **Physiotherapist** - up to a maximum of \$1,000 per calendar year.
- **Clinical Psychologist** - up to a maximum of \$1,500.00 per calendar year.
- **Speech Therapist** - up to a maximum of \$1,500.00 per calendar year.
- **Chiropractor** - \$25.00 per visit to a maximum of \$350.00 per calendar year. **NOTE:** Eligible in coordination with OHIP.

- Registered Massage Therapy (medical referral **required**) - \$40 per visit to a **maximum of \$400** per calendar year. **This benefit is effective January 1, 2004.**

Paramedical services are only eligible when the practitioner rendering the service is licensed by their provincial association and that association is recognized by Green Shield Canada. Please contact the Green Shield Customer Service Centre to confirm eligibility when in doubt.

### **PRIVATE DUTY NURSING**

Services of a registered nurse (R.N.) in the home only on a full or part shift basis up to a maximum of \$5,000.00 every 3 years. In addition: on or after the first day of the calendar year accompanying with or following next your 65<sup>th</sup> birthday, the maximum reimbursement is \$5,000.00 less any expenses incurred in the 3 previous consecutive calendar years. The services must require the expertise of an R.N. only and must be certified medically necessary by the attending physician.

Eligible Services do not include and reimbursement will not be made for:

- charges in excess of the fee level set by the largest nursing registry in your province of residence
- agency fees, commissions or overtime fees
- charges by a registered nurse who is related to you by birth or marriage, and/or who normally resides in your home
- charges for a registered nursing assistant, a practical nurse, homemaker, or any person who is not a registered nurse
- services which are custodial and/or services which do not require the skill level of a registered nurse
- charges incurred while confined in a hospital, LTC Facility, home for the aged, rest home or retirement home

A **Pre-Authorization** Form for Private Duty Nursing must be completed by the attending physician and submitted to Green Shield Canada. Failure to comply may result in non-payment.

### **PROSTHETIC APPLIANCES AND DURABLE MEDICAL EQUIPMENT**

When your attending physician provides Green Shield with a written description of the required medical equipment, as well as the reason for use and/or the diagnosis. Eligible Services include standard external prostheses which replace all or part of a body organ or the functions of a permanently inoperative or a malfunctioning body organ. Also included are the replacement, repair, fittings and adjustments of such devices.

Eligible Services include but are not limited to the following:

- **Aids for daily living:** hospital style beds (electric and manual) including rails and mattress, bedpan, standard commode (portable toilet, shower, stationary, wheeled), decubitus supplies (sheep skin, foot cradle, dressings, mattress pad), IV stand, mattress (alternating pressure), patient lift, trapeze, urinal.
- **Braces, diabetic, footwear:** braces (legs, arms, neck or back), catheterization supplies, ostomy supplies. Stock item orthopaedic boots or shoes and custom made boots or shoes when prescribed by an orthopaedic surgeon or a podiatrist up to a combined maximum of one pair of shoes every 12 months. Adjustments and/or repairs to stock item orthopaedic footwear or orthopaedic footwear eligible once every 12 months. Orthopaedic shoes as an integral part of a brace. Custom made foot orthotics eligible once every 12 months and subject to a \$50 co-payment (the co-payment is effective January 1, 2004).
- **Medical services:** blood and blood products, diagnostic tests and x-rays, dialysis equipment, laboratory tests.
- **Mobility aids:** cane, crutch, walker, wheelchair (manual or electric, including scooter).
- **Prosthetics:** arm, hand, hook, leg, foot, breast, eye, larynx. Includes coverage for brassieres following a mastectomy, prosthetic modifications and repairs, sheath, suspension sleeves, stockinette and stump socks. Prosthetic eyewear (glasses/contact lenses) is limited to once per lifetime following cataract surgery.
- **Respiratory/Cardiology:** heart rate monitor (apnea), compressor, inhalant devices, tracheotomy supplies, oxygen (liquid, concentrator, cylinder) including portable unit and oxygen supplies.
- **Vascular compression:** intermittent compression pump and sleeve, pressure gradient surgical stockings limited to 2 pairs per calendar year.
- **Musculo-Skeletal:** cold and heat therapy, muscle/nerve stimulator (T.E.N.S.) and supplies, traction equipment.
  - **Wart / Mole Removal (effective January 1, 2004): up to a \$50 per visit to an annual maximum of \$200**

The actual physician's visit is still paid by OHIP it is the procedure (liquid nitrogen or bleomycin treatments) that are not. Usually a series of treatments are required to remove a wart.

Confirm eligibility prior to purchasing or renting equipment by submitting a **Pre-Authorization** Form to Green Shield Canada. Failure to comply may result in non-payment.

## **VISION**

Your maximum for Vision benefits is a combined maximum of \$300 every 24 months:

- Reimbursement for prescription eye glasses or contact lenses (including repairs),
- Reimbursement for medically necessary contact lenses when the visual acuity cannot otherwise be corrected to at least 20/40 in the better eye or when medically necessary due to keratoconus, irregular astigmatism, irregular corneal curvature or physical deformity resulting in an inability to wear normal frames,
- Reimbursement for plano sun glasses prescribed by a medical practitioner for the treatment of Ophthalmic diseases or conditions.

Commencement of your benefit period is based on the initial date you receive vision benefits. Contact Green Shield to confirm eligibility prior to purchasing any vision benefits.

## **NURSING HOME CARE**

Eligible Services shown below will be reimbursed based on the Province of Ontario's schedule published by the Ontario Ministry of Health's Long Term Care Division.

In the following text, Long Term Care Facilities are referred to as "LTC Facilities". Placement Co-ordination Services are referred to as "CCAC" (Community Care Access Centres). Long Term Care Statutes Law Amendment Act 1993 is referred to as "Ontario Bill 101".

- Reimbursement for the co-payment expense for each day you reside in an approved Long Term Care facility, provided you are an approved resident as determined by a Placement Coordinator under the Long Term Care Statutes Law Amendment 1993 in Ontario (Ontario - Bill 101), or under another agency in your province of residence.
- Reimbursement for the difference between the daily allowance paid to the LTC facility by the provincial government plan, and the LTC facility's daily charge up to the approved daily rate for a semi-private room if you are occupying semi-private accommodation. If you are occupying a private room, reimbursement will be limited to the semi-private daily rate.
- For residents outside Ontario, reimbursement will be made for the co-payment expense for each day you reside in an approved LTC facility provided you are eligible to receive benefits and your provincial health plan has agreed to pay the ward or standard rate portion.

## **AUDIO**

Reimbursement for the acquisition cost of a standard hearing aid and the pre-determined dispensing fee. The "acquisition cost" is the actual cost to the provider of the standard hearing aid.

- Standard hearing aids are eligible if an Otolologist or an Otolaryngologist has determined that you have a loss of hearing acuity which can be compensated for by a standard hearing aid, and an Audiologist, subsequent to performing hearing aid evaluation tests, prescribes a standard hearing aid.

## **LIMITATIONS**

1. The maximum amount dispensed for oral contraceptives shall not exceed a three month supply, and not more than 13 months supply in any 12 consecutive months.
2. Air ambulance services will only be eligible if:
  - there is a medical need for you to be confined to a stretcher or for a medical attendant to accompany you during the journey, and
  - you are admitted directly to a hospital in your province of residence, and
  - medical reports or certificates from the dispatching and receiving physicians are submitted to Green Shield, and
  - proof of payment including air ticket vouchers or air carrier invoices are submitted to Green Shield.
3. Durable medical equipment must be appropriate for use in the home, able to withstand repeated use and generally not useful in the absence of illness or injury.
4. The rental price of durable medical equipment shall not exceed the purchase price. Green Shield Canada's decision to purchase or rent shall be based on the physician's estimate of the duration of need as established by the original prescription. Rental authorization may be granted for the prescribed duration.

5. When deluxe medical equipment is a covered benefit, reimbursement will be made only when deluxe features are required in order for you to effectively operate yourself. Items that are not primarily medical in nature or that are for comfort and convenience are not an Eligible Service.
6. Charges for custom made footwear are only eligible when medical documentation is provided indicating that stock item footwear cannot adequately treat the medical condition.
7. Reimbursement for hearing aids including in-the-canal, digital and programmable hearing aids, will be allowable once in any consecutive 3 year period. Commencement of your allowable period is based on the initial date you receive hearing aid benefits. Contact Green Shield to confirm eligibility prior to purchasing any audio benefits.
8. Benefits will be payable for hearing aids only once in any consecutive 36 month period.
9. Hearing aids ordered before coverage becomes effective or after termination of coverage.
10. Hearing aids ordered while coverage is in effect but delivered more than 60 days after termination of coverage.

## **EXCLUSIONS**

In addition to the General Exclusions found under the General Information, Eligible Services do not include and reimbursement will not be made for:

1. Medication for the treatment of **erectile** dysfunction.
2. Antacids, laxatives, shampoos, acne preparations] and medicines which may lawfully be sold or offered for sale other than through retail pharmacies, and which are not normally considered by practitioners as medicines for which a prescription is necessary or required.
3. Cosmetic products.
4. Ingredients or products which have not been approved by the Health Protection Branch for the treatment of a medical condition or disease and are deemed to be experimental in nature and/or may be in the testing stage.
5. Mixtures, compounded by a pharmacist, that do not conform with Green Shield Canada's current Extemporaneous Compounds Policy are ineligible.
6. Food and nutritional **systems**.
7. Delivery and transportation charges.
8. Video instructional kits, informational manuals or pamphlets.
9. Private room accommodation in a public chronic hospital or chronic wing facility in a public general hospital, LTC Facility or home for the aged.
10. The replacement of lost, missing or stolen items, or items which are damaged due to negligence. Replacements are eligible when required due to natural wear, growth or relevant change in your medical condition but only when the **equipment/prostheses** cannot be adjusted or repaired at a lesser cost and the item is still medically required.
11. A duplicate prosthetic device or appliance.
12. Devices which are used solely for recreational or sporting activities and are not medically necessary for regular activities.
13. Special or unusual procedures such as, but not limited to, orthoptics, vision training, subnormal vision aids and **aniseikonic** lenses.
14. Vision examinations.
15. Medical or surgical visual treatment (includes Laser Eye Surgery).

16. Special or unusual procedures such as, but not limited to, orthoptics, vision training, subnormal vision aids and aniseikonic lenses.
17. Replacement of lenses or frames which are **lost**, broken or stolen.
18. Vision care products which are not dispensed by an Optometrist, an Optician, or an Ophthalmologist
19. Follow-up visits associated with the dispensing and fitting of contact lenses.
20. Charges for eye glass cases.
21. Replacement parts or repairs for hearing aids.
22. Hearing Aid batteries.
23. Replacement of hearing aids that are **lost** or broken unless at the time of such replacement you are eligible under the limitations stated above.
24. Medical examinations, audiometric examinations or hearing aid evaluation tests.
25. Medical or surgical audio treatment.
26. Eyeglass-type hearing aids to the extent the charge for such hearing aid exceeds the covered hearing and expense established under this plan.
27. Any expenses incurred in a **rest** home or retirement home.
28. Any expenses unless you submit proof to Green Shield that you are an approved resident of PCS in an LTC Facility whereby payment of an allowance for each days care was made to the LTC Facility on your behalf under the terms of Ontario Bill 101.
29. Any expenses incurred for persons admitted to an approved LTC Facility under "Spousal Accompaniment".
30. Any expense incurred while you are absent from the LTC Facility; however, you may continue to receive benefits for up to three (3) calendar days following admission to a public general hospital.



## DENTAL CARE COVERAGE

### PREDETERMINATION

If the **cost** of any proposed treatment is expected to exceed \$300.00, submit to Green Shield a detailed treatment plan from your provider **before your treatment begins**. If a description of the procedures to be performed and an estimate of the charges **are not submitted in advance**, Green Shield reserves the right to make a determination of benefits payable, taking into account alternate procedures, services or course of treatment, based on accepted standards of medical/dental practice.

### LIMITED BENEFIT CLAUSE

Green Shield will determine the **amount** of benefits payable, giving consideration to limited procedures, services, or courses of treatment that may be performed to accomplish the desired result. The attending **physician/dentist** and the patient have the option of which procedure to use, although payment for the procedure may be based on the "limited treatment" principle. The Limited Benefit Clause is a financial limitation and not intended as a comment regarding any treatment recommended or performed by a **physician/dentist**.

### Overall Limitation:

#### **Examination/assessments/evaluations/re-evaluations and analysis**

Any of the above, whether by General Practitioner or Specialist and whether recall, complete, limited, specific, periodontal or emergency as well as assessments and/or evaluations and/or analysis by any Dental Health Care Provider registered, licensed, or qualified to do so, will be limited to two (2) per calendar year.

- Your eligible claims are reimbursed at the level stated above and in accordance with the **Current Ontario Dental Association Fee Guide** for General Practitioners
- **No Assignment Privileges** – Green Shield Canada will not pay the dental practitioner.

### **SCHEDULE A & B**

The following Eligible Services shall be paid at 100% of the licensed dentist's and/or licensed dental treatment provider's usual, reasonable and customary charge in accordance with the **Current Ontario Dental Association Fee Guide for General Practitioners**.

- (a) Complete, general or **comprehensive** oral examination once every 2 years, recall examinations once every 9 months.
- (b) Dental x-rays, including complete mouth x-rays and panoramic x-ray once every 2 years; bitewing x- once every 9 months; and other dental x-rays as required in connection with the diagnosis of a specific condition requiring treatment.
- (c) Tests and laboratory **examinations** including biopsies.
- (d) Treatment planning for extra time spent on unusually complicated cases or where the patient demands unusual time in explanation or where diagnostic material is received from another source. Usual case presentation time and usual treatment planning time are implicit in the **examination** fee and in the radiographic interpretation fee.
- (e) **Preventive** cleaning of teeth and topical application of fluoride once every 9 months.
- (f) Denture cleaning.
- (g) Proper and **effective** home care oral hygiene instruction/re-instruction (care of the mouth) once every 9 months.
- (h) Pit and fissure sealants, a plastic coating sealed into the chewing surface of the tooth.
- (i) Space **maintainers** that replace prematurely **lost** teeth for children.
- (j) Amalgam, tooth coloured filling restorations and temporary sedative fillings.
- (k) Inlay restorations - these are considered basic restorations and will be paid to the equivalent non-bonded amalgam.

(l) Extractions, including simple and complicated removal of erupted teeth, partially or completely bone impacted teeth, extra teeth, teeth in an unusual position, or residual roots.

(m) Endodontic treatment including:

- standard root canal therapy (up to 3 or more roots), excluding retreatments
- pulpotomy (removal of the pulp from the crown portion of the tooth)
- pulpectomy (removal of the pulp from the crown and root portion of the tooth)
- **apexification** (assistance of root tip closure)
- apical curettage, root resections and retrograde fillings (cleaning and removing diseased tissue of the root tip)
- root amputation and hemisection
- bleaching of **non-vital tooth/teeth**
- emergency procedures including opening or draining of the gum/tooth

(n) Periodontal treatment of diseased bone and gums including:

- scaling, root planing, provisional splinting, and certain periodontal appliances
- displacement packing, management of infections and desensitization
- grafts using patient's own tissue, excluding synthetic materials
- occlusal equilibration - selective grinding of tooth surfaces to adjust a bite

The fees for periodontal treatment are based on units of time (15 minutes per unit) and/or number of teeth in a surgical site in accordance with the General Practitioners **Fee Guide**.

(o) Surgical services including:

- surgical exposure, repositioning, transplantation or **enucleation** of teeth
- **alveoplasty**, gingivoplasty and/or stomatoplasty - shaping or restructuring of bone or gum for the better accommodation of any prosthetic appliance
- removal of **cysts** and tumors
- incision, drainage and/or exploration of **soft** or hard tissue
- fractures including the treatment of the dislocation and/or fracture of the lower or upper jaw and repair of **soft** tissue lacerations
- **frenectomy** - surgery on the fold of the tissue connecting the lip to the gum or the tongue to the **floor** of the mouth

(p) General anaesthetics and intravenous sedation.

## **SCHEDULE C**

The following Eligible Services shall **be** paid at **80%** of the licensed dentist's and/or licensed dental treatment provider's usual, reasonable and customary charge in accordance with the **Current Ontario Dental Association Fee Guide for General Practitioners**. **In addition, your maximum for Prosthodontic Benefits (crowns, bridges & dentures) is \$1,000 annually based on the date of the first paid claim.**

(q) Standard denture services including:

- denture repairs and/or **tooth/teeth** additions
- standard relining and **rebasing** of dentures
- **soft** tissue conditioning linings for the gums to promote healing
- remake of a partial denture using existing framework

(r) Standard dentures including complete, immediate, transitional, and partial dentures once every 5 years.

Denture adjustments, remount and equilibration procedures, only after 3 months have lapsed from the installation of an initial or replacement denture.

(s) **Onlays** or standard crown restorations to restore diseased or accidentally injured natural teeth once every 5 years.

- (t) Repair or recementing of crowns, onlays and bridgework on natural teeth.
- (u) Standard bridges, including pontics, abutment retainers/crowns on natural teeth once every 5 years.

## **SCHEDULE D**

The following Eligible Services shall be paid at 50% of the licensed dentist's and/or licensed dental treatment provider's usual, reasonable and customary charge in accordance with the Current Ontario Dental Association Fee Guide for General Practitioners . In addition, your lifetime maximum for Orthodontic Benefits is \$3,000.

- (v) Orthodontic treatment to straighten teeth and correct the bite including:
  - diagnostic records
  - observation and adjustment
  - removable or fixed appliances
  - repairs, alterations and recementation
  - removable or fixed retention appliances

## **LIMITATIONS**

1. Laboratory charges must be completed in conjunction with other services and will be limited to the reimbursement percentage of such services. Applicable lab, drug and other expenses are eligible to a maximum of 40% (50% cap on dentures) of the allowable professional fee. Any applicable co-payment is then applied.
2. When more than one surgical procedure is performed during the same appointment in the same area of the mouth, only the most comprehensive procedure will be eligible for reimbursement.
3. Reimbursement will be pro-rated and reduced accordingly when time spent by the dentist is less than the average time assigned to a dental service procedure code in the General Practitioners Fee Guide.
4. Treatment rendered by a Specialist will be assessed in accordance with the General Practitioners Fee Guide.
5. Common surfaces on the same tooth/same day will be assessed as one surface. If and when individual surfaces are restored on the same tooth/same day, payment will be assessed according to the procedure code representing the combined surface. Payment will be limited to a maximum of 5 surfaces in any 36 month period.
6. The benefits payable for multiple restorative services in the same quadrant performed at one appointment may be reduced by 20% for all but the most costly service in the quadrant.
7. General anaesthesia and intravenous sedation are only eligible when medically necessary and administered in conjunction with oral or dental surgery.
8. Root planing is not eligible if done at the same time as gingival curettage.
9. Reimbursement for root canal therapy will be limited to payment once, and thereafter only once for possible follow-up procedures such as apicoectomies, root resections, retrofilling and extractions.
10. The total fee for root canal includes all pulpotomies and pulpectomies performed on the same tooth.
11. When periodontal surgery flap approach codes are submitted on a predetermination or claim form, periodontal surgery graft codes will not be eligible for reimbursement if the grafts are done in the same section of the mouth and during the same appointment.
12. Reimbursement will be limited to the cleaning of a standard denture and not for an implant retained prosthesis. Reimbursement for the cleaning of a standard denture which includes implant retained prosthesis will be reduced accordingly.
13. Major reconstruction (crowns) of decayed teeth is eligible only when basic restoration methods (fillings) cannot be used satisfactorily. Restorations necessary for wear, acid erosion, vertical dimension and/or restoring occlusion are not eligible. Crowning of teeth includes

temporary protection of prepared teeth.

14. Core build-ups are eligible only for the purpose of retention and preservation of a tooth when performed with crown treatment. Necessity must be evident on mounted pre-treatment x-rays. Core build-ups to facilitate impression taking and/or block out undercuts are not covered and are considered included in the cost of the crown.
15. For complete or partial denture services, standard relining and rebasing, crowns and bridges, if you and your dentist decide on personalized restorations or specialized techniques such as precision attachments, stress-breakers or prosthesis over implants, reimbursement of the applicable percentage of the cost of standard services only will be made, and the balance of any cost will remain your responsibility.
16. When a lump sum fee has been paid toward orthodontic treatment, the total amount of the claim will be split into equal portions to include the initial fee and a monthly fee and will be reimbursed over the duration of the treatment.
17. If orthodontic treatment is terminated for any reason before completion, the obligation to pay benefits will cease with payment to the date of termination. If such services are resumed, benefit for the services, to the extent remaining, shall be resumed. The benefit payment for orthodontic services shall be only for the months that coverage is in force.

### *EXCLUSIONS*

In addition to the General Exclusions found under the General Information, Eligible Services do not include and reimbursement will not be made for:

1. Services or supplies for implantology, including tooth implantation and surgical insertion of fabricated implants.
2. Diagnostic and/or intraoral repositioning appliances including maintenance, adjustments, repairs and relines related to treatment of temporomandibular joint dysfunction.
3. Appliances related to treatment of myofascial pain syndrome including all diagnostic models, gnathological determinants, maintenance, adjustments, repairs and relines.
4. Posterior cantilever pontics/teeth and extra pontics/teeth to fill in diastemas/spaces are not eligible for reimbursement.
5. Removal of an amalgam restoration and its replacement with a composite restoration unless there is evidence of recurrent decay or significant breakdown.
6. Services, procedures or appliances which are not listed in the General Practitioners Fee Guide.

## GREEN SHIELD CANADA DELUXE TRAVEL COVERAGE

Eligible travel benefits will be paid at 100% based on usual, reasonable and customary charges in the area where they were received, less the amount payable by your provincial government health plan.

All maximums and limitations stated are in Canadian currency. Reimbursement will be made in Canadian funds or U.S. funds for both providers and employees, based on the country of the payee. For payments that require currency conversion, the rate of exchange used will be the rate in effect on the date of service of the claim.

### Eligible Benefits

Emergency **services** will be paid to a maximum of **\$1,000,000** per calendar year.

Referral services will be paid to a maximum of **\$50,000** per calendar year.

Reimbursement of eligible benefits for emergency **services** will be made only if the services were required as a result of emergency illness or injuries which occurred while you were vacationing or travelling for other than health reasons.

Eligible benefits are limited to a maximum of **180** days per **trip** commencing with the date of departure from your province of residence. If you are hospitalized on the 180th day, benefits will be extended until the date of discharge.

1. Hospital **services** and **accommodation** up to a standard ward rate in a public general hospital.
2. **Medical/surgical** services rendered by a legally qualified physician or surgeon to relieve the symptoms of, or to cure an unforeseen illness or injury.
3. Emergency Transportation
  - Land ambulance to the nearest qualified medical facility.
  - **Air** ambulance - the cost of air evacuation (including a medical attendant when necessary) between hospitals and for hospital admission into Canada when approved in advance by your provincial government health plan or to the nearest qualified medical facility.
4. Referral **services** include hospital services and accommodation up to a standard ward rate in a public general hospital, and/or medical surgical services rendered by a legally qualified physician or surgeon.
  - **Pre-authorization** in writing from your provincial government health plan and Green Shield Canada is required **prior** to the commencement of any referral treatment. Your provincial government health plan may cover this referral benefit entirely. You must provide Green Shield Canada with a letter from your attending physician stating the reason for the referral, and a letter from your provincial government health plan outlining their liability. Failure to comply in obtaining **pre-authorization** may result in non-payment.
5. Services of a registered private nurse up to a maximum of **\$5,000** per calendar year, at the usual and customary rate charged by a qualified nurse (R.N.) registered in the jurisdiction in which treatment is provided. You must contact Green Shield Canada for **pre-approval**.
6. Diagnostic laboratory tests and x-rays when prescribed by the attending physician. Except in emergency situations, these services must be **pre-approved** by Green Shield Canada.
7. Reimbursement of prescriptions by Green Shield Canada for drugs, serums and **injectables** which require a prescription by law and are prescribed by a legally qualified medical practitioner (vitamins, patent and proprietary drugs are excluded). Submit to Green Shield Canada the original paid receipt from the **pharmacist**, physician or hospital outside your province of residence showing the name of the prescribing physician, prescription number, name of preparation, date, quantity and total cost.
8. Medical appliances including casts, crutches, canes, slings, splints and/or the temporary rental of a wheelchair when deemed medically necessary and required due to an accident which occurs, and when the devices are obtained outside your province of residence.
9. Treatment by a dentist only when required due to a direct accidental blow to the mouth up to a maximum of **\$2,000**. Treatments (prior to and after return) must be provided within **90** days of the accident. Details of the accident must be provided to Green Shield Canada along with dental x-rays.
10. Coming Home - when your emergency illness or injury is such that:
  - our Assistance Medical Team specifies in writing that you should immediately return to your province of residence for immediate medical attention, reimbursement will be made for the extra cost incurred for the purchase of a one way economy airfare, plus the additional economy **airfare** if required to accommodate a stretcher, to return you by the most direct route to the major air terminal nearest the departure point in your province of residence.  
This benefit assumes that you are not holding a valid open-return air ticket. Charges for upgrading, departure taxes, cancellation penalties or airfares for accompanying family members or friends are not included.

- e our Assistance Medical Team or commercial airline stipulates in writing that you must be accompanied by a qualified medical attendant, reimbursement will be made for the cost incurred for one round trip economy airfare and the usual and customary fee charged by a medical attendant who is not your relative by birth or marriage and is registered in the jurisdiction in which treatment is provided, plus overnight hotel and meal expenses if required by the attendant.
11. Cost of returning your personal use motor vehicle to your residence or nearest appropriate vehicle rental agency when you are unable to do so due to sickness, physical injury or death, up to a maximum of \$1,000 per trip. We require original receipts for costs incurred, i.e. gasoline, accommodation and airfares.
  12. Meals and accommodation up to \$1,500 (maximum of \$150 per day for up to 10 days) will be reimbursed for the extra costs of commercial hotel accommodation and meals incurred by you when you remain with a travelling companion or a person included in the "family" coverage, when the trip is delayed or interrupted due to an illness, accidental injury to or death of a travelling companion. This must be verified in writing by the attending legally qualified physician or surgeon and supported with original receipts from commercial organizations.
  13. Transportation to the bedside including round trip economy airfare by the most direct route from your province of residence, for any one spouse, parent, child, brother or sister, and up to \$150 per day for a maximum of 5 days for meals and accommodation at a commercial establishment will be paid for that family member to:
    - e be with a covered person confined in hospital. This benefit requires that the covered person must eventually be an inpatient for at least 7 days outside your province of residence, plus the written verification of the attending physician that the situation was serious enough to have required the visit.
    - e identify a deceased prior to release of the body.
  14. Return airfare if your personal use motor vehicle is stolen or rendered inoperable due to an accident, reimbursement will be made for the cost of a one way economy airfare to return you by the most direct route to the major airport nearest your departure point in your province of residence. An official report of the loss or accident is required.
  15. Return of deceased up to a maximum of \$5,000 toward the cost of embalming or cremation in preparation for homeward transportation in an appropriate container of a deceased insured person when death is caused by illness or accident. The body will be returned to the major airport nearest the point of departure in your province of residence. The benefit excludes the cost of a burial coffin or any funeral-related expenses, makeup, clothing, flowers, eulogy cards, church rental, etc.

#### GREEN SHIELD CANADA TRAVEL ASSISTANCE SERVICE

The following services are available 24 hours per day, 7 days per week through Green Shield Canada's international medical service organization. These services include:

- e Multilingual Assistance
- e Assistance in locating the nearest, most appropriate medical care
- e International preferred provider networks
- e Our Assistance Medical Team's consultative and advisory services, including second opinion and review of appropriateness and analysis of the quality of medical care
- e Assistance in establishing contact with family, personal physician and employer as appropriate
- e Monitoring of progress during treatment and recovery
- e Emergency message transmittal services
- e Translation services and referrals to local interpreters as necessary
- e Verification of insurance coverage facilitating entry and admissions into hospitals and other medical care providers
- e Special assistance regarding the co-ordination of direct claims payment
- e Co-ordination of embassy and consular services
- e Management, arrangement and co-ordination of emergency medical transportation and evacuation as necessary
- e Management, arrangement and co-ordination of repatriation of remains
- e Special assistance in making arrangements for interrupted and disrupted travel plans resulting from emergency situations to include:
  - the return of unaccompanied travel companions
  - travel to the bedside of a stranded person
  - rearrangement of ticketing due to accident or illness and other travel related emergencies
  - the return of a stranded personal use motor vehicle and related personal items
- e Knowledgeable legal referral assistance
- e Co-ordination of securing bail bonds and other legal instruments
- e Special assistance in replacing lost or stolen travel documents including passports
- e Courtesy assistance in securing incidental aid and other travel-related services
- e Emergency and payment assistance for major health expenses, which would result in payments in excess of \$200.

#### HERE'S HOW GREEN SHIELD CANADA'S TRAVEL ASSISTANCE SERVICE WORKS

For assistance dial **1.800.936.6226** within Canada and the United States or call collect **519.742.3556** when travelling outside Canada and the United States. These numbers appear on your Green Shield identification Card.

Quote the Green Shield Canada travel assist group number and your Green Shield Identification Number, found on your Green Shield Identification Card, and explain your medical emergency. **You must always be able to provide your Green Shield Identification Number and your provincial government health plan number.**

A multilingual Assistance Specialist will provide direction to the best available medical facility or legally qualified physician able to provide the appropriate care.

Upon admission to a hospital or when consulting a legally qualified physician or surgeon for major emergency treatment, we will guarantee the provider (hospital, clinic or physician), that you have both provincial government health coverage and Green Shield Canada travel benefits as detailed above.

The provider may then bill Green Shield Canada directly for these approved services for amounts in excess of \$200.

Our Assistance Medical Team will follow your progress to ensure that you are receiving the best available medical treatment. These physicians also keep in constant communication with your family physician and your family, depending on the severity of your condition.

## **LIMITATIONS**

1. Benefits will be eligible only if existing or **pre-diagnosed** conditions are completely stable and you are fit to travel (in the opinion of Green Shield Canada and/or our Assistance Medical Team) at the time of departure from your province of residence. Green Shield reserves the right to review your medical information at the time of claim.
2. The eligible benefits must be required for the immediate relief of acute pain or suffering as recommended by a legally qualified physician or surgeon. Eligible benefits will not be reimbursed for treatment or surgery which could reasonably be delayed until you return to your province of residence.
3. Reimbursement for eligible benefits will be made only if your provincial government health plan covers and provides payment toward the cost of the services received.
4. Coverage becomes effective at the time you or your eligible dependent crosses the provincial border departing from your province of residence and terminates upon crossing the border returning to your province of residence on the return home. If travelling by air, coverage becomes effective at the time the aircraft takes off in the province of residence and terminates when the aircraft lands in the province of residence on the return home.
5. Green Shield Canada, in consultation with our Assistance Medical Team, reserves the right to return you or your eligible dependents to your province of residence. If any covered person is, on the advice of our Assistance Medical Team, able to return to their home province following the diagnosis of, or the emergency treatment for, a medical condition which requires continuing treatment for surgery and elects to have such treatment or surgery outside the province of residence, the expense of such continuing treatment will not be an eligible benefit.

**The patient must contact Green Shield Canada within 48 hours of commencement of treatment.**

Failure to notify us within **48** hours or refusal to be repatriated to your province of residence for treatment may result in benefits being limited to only those expenses incurred within the first **48** hours of any and each **treatment/incident** or the plan maximum, whichever is the lesser of the two.

6. Air ambulance services will only be eligible if:
  - they are **pre-approved** by Green Shield Canada
  - there is a medical need for you to be confined to a stretcher or for a medical attendant to accompany you during the journey, and
  - you are admitted **directly** to a hospital in your province of residence, and
  - medical reports or **certificates** from the dispatching and receiving legally qualified physicians are submitted to Green Shield Canada, and
  - proof of payment (including air ticket vouchers or air **carrier** invoices) is submitted to Green Shield Canada.
7. Referral services are only eligible if the required medical treatment is not readily available in your province of residence.
8. If planning to travel in areas of political or civil unrest, contact Green Shield Canada for **pre-travel** advice as we may be unable to guarantee assistance services.

9. Green Shield Canada reserves the right, without notice, to suspend, curtail or limit its services and eligible benefits in any area in the event of political or civil unrest, including rebellion, riot, military uprising, labour disturbance or strike, act of God, or refusal of authorities in a foreign country to permit Green Shield Canada to provide service.
10. No services shall be provided during any trip undertaken for the purpose of seeking medical treatment or advice unless pre-authorized as outlined in referral services.

## **EXCLUSIONS**

In addition to the General Exclusions found under the General Information section of your contract, Eligible Benefits do not include and reimbursement will not be made for:

1. Treatment or service required for ongoing care, rest cures, health spas, elective surgery, check-ups or travel for health purposes, even if the trip is on the recommendation of a physician.
2. Treatment or service which you elect to have performed outside Canada when the medical condition would not prevent your return to Canada for such treatment.
3. Treatment or service required as a result of
  - a. suicide, attempted suicide, intentionally self-inflicted injury of you, a travelling companion, or immediate family member while sane or insane
  - b. mental, nervous or psychological disorders.
4. Amounts paid or payable under any Workplace Safety Insurance Board or similar plan.
5. Hospital and medical care for childbirth occurring within 8 weeks of the expected delivery date from the date of departure, or deliberate termination of pregnancy.
6. Treatment or service provided in a chronic care or psychiatric hospital, chronic unit of a general hospital, Long Term Care (LTC) facility, health spa, or nursing home.
7. Services received from a chiropractor, chiropodist, podiatrist, or for osteopathic manipulation.
8. Cataract surgery or the purchase of eyeglasses or hearing aids.
9. Green Shield Canada does not assume responsibility for nor shall it be liable for any medical advice given, but not limited to a physician, pharmacist or other healthcare provider or facility recommended by Green Shield Canada.



## GENERAL INFORMATION

### **Coverage Effective Date**

Coverage begins on the date the employee becomes eligible for coverage. Contact your employer for specific information.

### **Our Commitment To Privacy**

The Green Shield Canada Privacy Code balances the privacy rights of our group and benefit plan participants, and our employees, with the legitimate information requirements to provide customer service and to meet our human resource requirements. It consists of the following key principles:

#### **1. We ask for your personal information for the following purposes:**

- To establish your identification
- To provide you **and/or** your dependants with the applicable benefit coverage
- To protect you and us from error and fraud
- To provide ongoing services

#### **2. Consent**

When you enrolled in your group benefit plan as a plan participant, your personal information was obtained and used only with your consent. We obtained your consent before we:

- Provided benefit coverage
- Offered you other Green Shield Canada services
- Obtained, used or disclosed to other persons, information about you unless we were obliged **to do so** by law or to protect our interests
- Used your personal information in any way we did not tell you about previously

Your consent can be either express or implied. Express consent can be verbal or written.

Consent can be implied or inferred from certain actions. For our existing group and benefit plan participants, we will continue to use and disclose your personal information previously collected in accordance with our current privacy code, unless you inform us otherwise and will infer that consent has been obtained by your continued use.

#### **3. Withdrawal of Consent**

You can withdraw your consent any **time** after you've given it to us, provided there are no legal or regulatory requirements to prevent this.

If you don't consent to certain uses of personal information, or if you withdraw your consent, we will no longer be able **to** administer your benefit coverage. If **so**, we will explain the situation to you **to** help you with your decision.

For further information on our privacy policies and procedures, please refer to the Green Shield Canada web site at [www.greenshield.ca](http://www.greenshield.ca)

### **Coordination of Benefits (COB)**

If you are covered for health and dental benefits under this and another plan, our benefits will be co-ordinated with the other plan following standard industry guidelines developed by CLHIA (Canadian Life & Health Insurance Association) such that the total amount payable does not exceed 100% of the eligible expense incurred. Applying the standard COB rules allows Green Shield Canada (as well as other carriers) to identify which plan is the primary payor and which is the secondary payor. We work together with other **carrier(s)** or **benefit plan(s)** to ensure that you receive the maximum dollar value **from** all **benefit** plans that you and your family are entitled to.

For example, **if** you have less than 100% coverage on any one plan, co-ordinating with other **carriers/benefit** plans may, in fact, provide you with up to 100% combined coverage overall. However, when claiming from more than one plan, you may not receive more than 100% reimbursement of the value of services rendered or benefits received.

Which plan should you submit to first?

You must follow the guidelines to identify the primary plan and submit your claims to this plan first. Any unpaid balances should then be submitted to the secondary **plan(s)** up to 100% of the claim value.

Use the following guidelines to **identify** the primary and secondary plans:

#### **Green Shield Canada Cardholder**

Green Shield Canada coverage for the cardholder (employee) is always primary. Submit your claims to Green Shield Canada first. If you

have any remaining balances, submit to the secondary carrier(s) or benefit plan(s).

#### Spouse

Green Shield Canada coverage is always secondary if your spouse is a cardholder under an alternate benefit plan. Your spouse must submit claims to his/her benefit plan first. Any remaining balances may be submitted under your Green Shield Canada plan.

#### Children

When dependent children are covered under both your Green Shield Canada plan and your spouse's benefit plan, claims should first be submitted under the plan for the parent whose birth month and day occurs earliest in the calendar year.

For example:

Green Shield Canada

Cardholder: George Jetson, born September 1, 1950

Spouse

(ABC Insurance Co.): Jane Jetson, born December 10, 1948

Dependent: Judy Jetson

Dependent: Elroy Jetson

Since George's birth month is September and Jane's birth month is December, both Judy and Elroy have primary coverage under Green Shield Canada. Although Jane is older than George, the year of birth is ignored. When both parents have the same birth date, the primary carrier is the plan of the parent whose initial comes first in the alphabet. In this example, George would be primary.

In cases of separation or divorce with multiple benefit plans for the children, the process described below ranks the order of the benefit plans to which claims must be submitted. A child's coverage is primary under the benefit plan of the parent who has custody of the child. All other coverage is secondary.

1. Submit claims to the benefit plan of the parent who has custody of the child.
2. Submit balances to the plan of the spouse of the parent who has custody of the child.
3. Submit balances to the plan of the parent who does NOT have custody of the child.
4. Submit balances to the plan of the spouse of the parent who does NOT have custody of the child.

When Green Shield Canada is identified as a secondary carrier, submit a copy of the original claim statement from the primary carrier and a copy of the claim form in order to receive any balances owing.

### **Subrogation**

Green Shield Canada retains the right of subrogation if benefits paid on behalf of a covered person are or should have been paid or provided by a third party liability. In cases of third party liability, you must advise your lawyer of our subrogation rights. This right of subrogation applies only

in provinces or states where subrogation is legally permitted.

### **Provincial Government Programs**

Provincial government programs may contribute a portion toward the approved cost of certain devices to qualified residents. Green Shield Canada's system is designed to co-ordinate with provincial government programs. Eligible provincial government claims must first be submitted to the provincial government health plan for payment of its portion of the approved cost, and then to Green Shield Canada for consideration of the unpaid portion.

#### Reimbursement

1. Reimbursement shall be made for expenses incurred and paid for eligible benefits provided such expenses:
  - are incurred and paid for services or supplies which are prescribed by and given under the direction of your attending legally qualified medical or dental practitioner;
  - are, in the opinion of Green Shield Canada, medically necessary for the treatment of an illness or injury and usual, reasonable and customary, taking all factors into account.
2. Reimbursement shall be made by Green Shield Canada's cheque drawn in your favour, or to the provider of services where applicable.
3. Reimbursement shall not be made for any eligible benefits unless the premiums due have been paid in full at the time the eligible benefit was rendered.
4. Interest shall not be payable under this Agreement
5. All maximums and limitations stated are in Canadian currency. Reimbursement will be made in Canadian or U.S. funds for both providers and employees, based on the country of the payee.
6. Reimbursement for eligible benefits must be processed by Green Shield Canada within 12 months from the date the eligible benefit was incurred.
7. Reimbursement will be made according to standard and/or basic services, supplies or treatment. Related expenses beyond the standard

and/or basic services, supplies or treatment will remain the responsibility of the employee.

### **Alternate/Limited Benefit Clause**

Our contract includes provisions that authorize Green Shield Canada to determine the amount of benefits payable, giving consideration to limited procedures, services or courses of treatment that may be performed to accomplish the desired result. The attending medical practitioner/physician/dentist and the patient have the option of which procedure to use, although payment for the procedure may be based on the "alternate/limited treatment" principle. The Alternate/Limited Benefit Clause is a financial limitation and not intended as a comment regarding any treatment recommended or performed by a medical practitioner/physician/dentist.

### *GENERAL EXCLUSIONS*

**Eligible benefits do not include and reimbursement will not be made for:**

1. Services or supplies received as a result of disease, illness or injury due to:
  - intentionally self-inflicted injury while sane or insane,
  - an act of war, declared or undeclared,
  - participation in a riot or civil commotion, or
  - committing a criminal offence.
2. Failure to keep a scheduled appointment with a licensed medical or dental practitioner.
3. Services or supplies which are cosmetic in nature.
4. The completion of any claim forms and/or insurance reports.
5. Services or supplies that do not meet accepted standards of medical, dental or ophthalmic practice, including charges for services or supplies which are experimental in nature.
6. Services or supplies from any governmental agency which are obtained without cost by compliance with laws or regulations enacted by a federal, provincial, municipal or other governmental body.
7. Services or supplies normally paid through any provincial government health plan, Workplace Safety Insurance Board, the Assistive Devices Program or any other government agency, or which would have been payable under such a plan had proper application for coverage been made, or had proper and timely claims submission been made.
8. Services or supplies that are not recommended or approved by the attending legally qualified medical or dental practitioner.
9. Services or supplies that you are not obligated to pay for or for which no charge would be made in the absence of benefit coverage.
10. Services or supplies which are legally prohibited by the government from coverage.
11. The replacement of lost, missing or stolen items, or items which are damaged due to negligence.
12. Any eligible service that relates to treatment of injuries arising out of a motor vehicle accident.

## APPENDIX 7

### JOB SHARING

The Board and Association agree to provide a 'Job Sharing' arrangement, subject to the provisions of this Agreement. 'Job Sharing' means that two (2) non probationary members occupy one (1) complement position, the duties of which they are both qualified to perform, such that they equally share the pay and hours of work. The Board and Association, agree that the participants in job sharing will be governed by the following terms and conditions:

The Board and the Association agree that Job Share positions apply to full-time members only.

Job Share agreements will be permitted for a maximum of one year. No more than two (2) Job Share will be permitted at a time.

#### 1. Job Sharing Committee

The Job Sharing Committee shall be comprised of the Deputy Chief of Administration, Director - Human Resources and two (2) Association Executive Board members.

Requests to job share may be made by members at any time and will be considered on an individual basis by the Job Sharing Committee. The Job Share Committee shall not unreasonably or arbitrarily refuse to implement job sharing.

#### 2. Service

Service accumulation for seniority is to be pro-rated at 50% for each participant, such that the member earns a maximum of six (6) months credited service for each year of service in the job sharing arrangement.

#### 3. Work Schedules

- a. Each member shall work a full tour of duty daily.
- b. Uniform members will provide a written schedule detailing work periods for each member for a period of not less than one year.
- c. Any changes by participants must be approved in advance by the member's supervisor.

#### 4. Salary

Each member shall receive gross bi-weekly pay equal to 50% of the amount payable to a full-time member at the same rank/classification, provided they work 50% of that of a full-time member at the same rank/classification works.

#### 5. Vacation

Each participant will earn vacation credits at the rate of 50% of their normal entitlement.

#### 6. Pension

Pension contributions and credits shall be adjusted in accordance with O.M.E.R.S. Regulations.

## 7. Court Time

Payment for court time (Section 16 - Uniform) will be made as it applies to each participant's schedule. Participants are required to notify Court Services of their new work schedule. If they are required to attend court on a day other than their scheduled day shift, then overtime would apply as per the Collective Agreement. In the event that a Job Share participant is required to attend Court or return to duty on any occasion during their annual vacation, then the Collective Agreement sections shall apply.

## 8. Call-in

If call-in situations arise, the on-duty supervisor will decide which job share participant to call in, and the provisions of the Collective Agreements apply.

## 9. Welfare Benefits

- a. For Group Life and Accidental Death and Dismemberment Insurance, the "Principal Sum" shall be 100% of the member's full time salary and:
- b. For the extended Health Care, Dental Plans and Group Life Insurance, the member and the Board shall each pay 50% of the cost of the applicable monthly premiums.

## 10. Other Benefits

The participants shall receive 50% of the Service Leave, Special Pay Allowance, Sick Leave, Plainclothes Allowance, Senior Constable entitlement and Cleaning Vouchers that they would have received had they not participated in the job sharing project.

## 11. Statutory Holidays

Job Sharing members working a rotating shift shall be entitled to 50% of the statutory holiday credits received by a full-time member during the job share arrangement.

## 12. Provisions for Termination of an Established Job Sharing Arrangement

Participants or their Supervisors may make application for termination of an established job sharing arrangement to the Job Sharing Committee at least sixty (60) days prior to the anticipated termination date. The Job Sharing Committee will review the application for termination and make a recommendation to the Chief of Police.

Notwithstanding should a member be promoted or transferred to another position, the sixty day notice will not apply.

If it is agreed to terminate an arrangement and a decision is made to continue job sharing in the unit, the job share position will be posted for five (5) calendar days. If a new partner is chosen, the agreement will continue; if a suitable candidate is not found the remaining job sharer will be given not less than fourteen (14) days notice that the position is reverting back to a full-time position.

## 13. Education

The participants shall receive 50% of their entitlement as detailed in the Collective Agreement.

## 14. General

1. Both candidates may continue to seek eligibility for the Promotional list.
2. Performance appraisals will continue to be done under the current schedule.
3. Seniority for the purpose of the promotional system will accumulate at 50 % per person (six months per year).
4. Specialty pay will be prorated at 50%.
5. All other provisions of the Collective Agreement shall apply to job share members.

15. Training

As training days are pro-rated each participant will be required to attend for 2.5 extra days which will be paid at straight time.

18 April 1986.

Mr. Rick Houston,  
President,  
Windsor Police Association.

Dear Sir:

At a meeting of this Board held 15 April 1986, it was moved and seconded that "the letter of intent" as requested by the Windsor Police Association regarding video display terminals, police investigations by the Executive of the Windsor Police Association and Cadet pensions be approved and the wording be as follows:

**VIDEO DISPLAY S**

Any permanent employees who operate video display terminals, on request, shall be transferred to other work for which they are qualified and is equivalent and shall receive the same rate of pay. The Administration agrees to make every effort to accommodate the member.

**POLICE INVESTIGATION BY THE EXECUTIVE OF THE WINDSOR POLICE ASSOCIATION**

No member of the Executive of the Board of Directors of the Windsor Police Association below the rank of Inspector shall be required to participate in the investigation of any matter against a member of the Windsor Police Association.

**CADET PENSIONS**

Any member of the Service, promoted in rank from a cadet with a "normal retirement age" of 65 years, being promoted to the rank of constable, shall be credited with all of his/her cadet service at the "normal retirement age" of 60 years and that the cost for such adjustment in credited service to be paid by the Board.

**CARRIED**

Yours Truly,

(signed) L. Johnson  
**MISS L. JOHNSON**  
**SECRETARY.**

**LETTER OF UNDERSTANDING given this 29<sup>th</sup> day of June A.D. 1988.**

**TO: WINDSOR POLICE ASSOCIATION**

It is the intention of the parties with respect to Section 33-01 of the Collective Agreement between the Windsor Police Association and the Board of Commissioners of Police for the City of Windsor dated the 29<sup>th</sup> June 1988 that members of the Association who are on Worker's Compensation pursuant to an injury suffered while in the employ of the Board of Commissioners of Police for the City of Windsor shall at the end of the calendar year be no better or no worse off monetarily (with respect to normal salary) than an equivalent employee who does not during the year suffer a compensable injury.

DATED at Windsor, Ontario, this 29<sup>th</sup> day of June, 1988.

**THE BOARD OF COMMISSIONERS OF  
POLICE FOR THE CITY OF WINDSOR**

(signed) John Whiteside \_\_\_\_\_

**JOHN WHITESIDE  
CHAIRMAN**

The Windsor Police Association hereby acknowledges receipt of a copy of the above Letter of Understanding and agrees to its terms.

DATED at Windsor, Ontario, this 29<sup>th</sup> day of June, 1988.

**WINDSOR POLICE ASSOCIATION**

(signed) John W. Moor \_\_\_\_\_

**JOHN W. MOOR  
PRESIDENT**

(signed) \_\_\_\_\_

**ROSEMARY NAWALANY  
SECRETARY**



**LETTER OF UNDERSTANDING given this 20<sup>th</sup> day of June A.D. 1989.**

**TO: WINDSOR POLICE ASSOCIATION**

The Windsor Police Association and the Board of Commissioners of Police for the City of Windsor hereby agree that neither party will in future collective bargaining negotiations as part of their original proposals demand a unilateral increase or decrease in the sick leave gratuity entitlement as set out in paragraph 8 of By-Law 980 and in Article 13-03 of the Collective Agreement.

The present Board of Commissioners of Police insofar as possible will and recommends that future Boards do not unilaterally raise the Sick Leave Gratuity issue.

DATED at Windsor, Ontario, this 20<sup>th</sup> day of June, 1989.

**THE BOARD OF COMMISSIONERS OF  
POLICE FOR THE CITY OF WINDSOR**

(signed) John Whiteside

\_\_\_\_\_  
**JOHN WHITESIDE  
CHAIR**

**WINDSOR POLICE ASSOCIATION**

(signed) John W. Moor

\_\_\_\_\_  
**JOHN W. MOOR  
PRESIDENT**

(signed) Rosemary Nawalany

\_\_\_\_\_  
**ROSEMARY NAWALANY  
SECRETARY**

**LETTER OF UNDERSTANDING given this 3<sup>rd</sup> day of June A.D. 1991.**

**TO: WINDSOR POLICE ASSOCIATION**

The Windsor Police Services Board hereby agrees to reimburse members' expenses for medications prescribed by a qualified medical practitioner, which are not covered by the Green Shield Apothecare Plan O.P.

Reimbursement shall be made only where the qualified medical practitioner indicates, in writing, that the medication is required in relation to an ongoing maintenance programme.

The member shall purchase the medication and then submit receipts along with the medical practitioner's authorization for payment.

DATED at Windsor, Ontario, this 1st day of August, 1991.

**WINDSOR POLICE SERVICES BOARD**

(signed) John Whiteside

\_\_\_\_\_  
**JOHN WHITESIDE**  
**CHAIRMAN**

**LETTER OF UNDERSTANDING given this 4th day of March A.D. 1992.**

**TO: WINDSOR POLICE ASSOCIATION**

**RE: LETTER OF INTENT DATED 18 APRIL 1986 - CADET PENSIONS**

Any member of the Service promoted in rank from a cadet or other civilian position with a "normal retirement age" of 65 years, being promoted to the rank of constable, shall be credited with all of his/her cadet or other civilian service at the "normal retirement age" of 60 years and that the cost for such adjustment in credited service to be paid for by the Board. Said benefit is to be limited to a total of four (4) years total cadet and/or civilian service.

**(Effective 01 January 1992)**

**WINDSOR POLICE SERVICES BOARD**

{signed} Patricia Alexander \_\_\_\_\_

**PATRICIA ALEXANDER**

**CHAIR**

**WINDSOR POLICE ASSOCIATION**

{signed} John W. Moor \_\_\_\_\_

**JOHN W. MOOR**

**PRESIDENT**

**LETTER OF INTENT RE TYPE III O.M.E.R.S. SURPLUS**

The parties agree to equally access the Type III surplus funds in O.M.E.R.S. The parties further agree that the Association's fifty (50%) percent of said surplus shall be paid to the members of the Windsor Police Association on a basis to be determined by the Windsor Police Association. The parties also agree to make every effort possible to ensure payment is made to the members no later than July 22<sup>nd</sup>, 1994. The parties further agree that said payment will be in the form of an R.R.S.P. in the member's name.

Dated this 25<sup>th</sup> day of August, 1994.

{signed} R. TEPPERMAN  
**R. TEPPERMAN**  
**CHAIR**  
**WINDSOR POLICE SERVICES BOARD**

{signed} JOHN W. MOOR  
**JOHN W. MOOR**  
**PRESIDENT**  
**WINDSOR POLICE ASSOCIATION**

**LETTER OF AGREEMENT**

**BETWEEN**

**THE POLICE SERVICES BOARD  
FOR THE CITY OF WINDSOR**

**- AND -**

**THE WINDSOR POLICE ASSOCIATION**

**DATED THIS 26<sup>TH</sup> DAY OF NOVEMBER, 1997**

The parties agreed to the following articles in relation to the 1996/1997/1998 Unit 'A and Unit 'B' Collective Agreements.

1. The Job Evaluation Committee shall evaluate the Staff Sergeant and Inspector positions for comparator purposes with the current grades 16 and 17 positions as and if required by Pay Equity Legislation. The salary shall be set accordingly effective January 1, 1997.
2. The Board agrees to provide a written policy regarding payment by the Employer for medical documents required by the member for employment purposes.
3. The parties agree to establish a committee, association/management, to review the current number of grade levels in the Unit 'B' Collective Agreement.
4. The parties agree to establish a committee, association/management to discuss a detective constable rank.

(sinned) William Chapman  
**WILLIAM CHAPMAN**  
**CHAIR**

(sinned) Michael Madden  
**MICHAEL MADDEN**  
**PRESIDENT**

(sinned) John W. Moor  
**JOHN MOOR**  
**ADMINISTRATOR**