

SOURCE	Police Assn.		
EFF.	91	01	01
TERM.	92	12	31
No. OF EMPLOYEES	160		
NOMBRE D'EMPLOYÉS	160		

THE 1991-1992 AGREEMENT

**CIVILIAN POLICE PERSONNEL**



**BETWEEN:**

**THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH  
POLICE SERVICES BOARD**

- and -

**THE HAMILTON-WENTWORTH POLICE ASSOCIATION**

Effective: January 1, 1991  
Expires: December 31, 1992

OCT 18 1993

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THIS AGREEMENT made in quadruplicate and entered into as of the 30th day of September 1991.

BETWEEN:

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH  
POLICE SERVICES BOARD

(hereinafter called "The Board")

OF THE FIRST PART

- and -

THE HAMILTON-WENTWORTH POLICE ASSOCIATION

(hereinafter called "The Association")

OF THE SECOND PART

WHEREAS the Board and a Bargaining Committee of the Association are empowered, under Section 119 of the Police Services Act, being Chapter 10 of the Revised Statutes of Ontario, 1990, as amended,, to bargain for the purpose of coming to an agreement in writing defining, determining and providing for remuneration, pensions, sick leave credit gratuities, grievance procedure or working conditions of the members of the Hamilton-Wentworth Regional Police Service, except as is otherwise provided in the said Act, every person employed in the Hamilton-Wentworth Regional Police Service is deemed to be a Member of that Service, and

WHEREAS the Bargaining Committee of the Association has bargained with the Board for and on behalf of certain persons employed in the Hamilton-Wentworth Regional Police Service, who may be described as persons deemed to be Members of that Service and who may be generally described, for the purposes of this Agreement, as comprising all persons employed as stenographers, secretaries, clerks, telephone switchboard operators, mechanics, mechanics' helpers and maintenance personnel, including, without limiting the generality hereof, all similar classifications or capacities occupied by persons employed in the Hamilton-Wentworth Regional Police Service, and

WHEREAS the Board and the Association have agreed to enter into these presents for the purpose of effectively defining, determining and providing for remuneration, pensions, sick leave credit gratuities, grievance procedures, or working conditions of said members of **the** Hamilton-Wentworth Regional Police Service, including, without restricting the meaning hereof, all employees who are employed, from time to time, in the classifications set forth in Schedule "A" attached hereto and forming part of this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

OCT 18 1993

1. SCOPE

- 1.1 The Provisions of this Agreement apply to all employees employed in the job classifications set forth in Schedule "A" attached hereto and forming part of this Agreement and for the purpose of clarity, the rates of pay and the hourly rates set forth in the said Schedule "A" in respect of the job classifications described therein apply, during the term of this Agreement to all employees employed in the said classifications.
- 1.2 If the Board, during the term of this Agreement establishes any additional positions or job classifications that are not specified in Schedule "A" but which positions or classifications are appropriate for inclusion in Schedule "A", then the Board agrees
- (a) that the said positions or job classifications are to be included in and form part of Schedule "A", and
  - (b) that the rates for such positions or job classifications are subject to the grievance procedure set forth in this Agreement and the arbitration provisions set forth in the Police Services Act.
- 1.3 A part-time employee is defined as an employee who regularly works less than twenty-five (25) hours each week. A part-time employee may exceed twenty-five (25) hours where an emergency unscheduled situation arises and all other means have been exhausted in an effort to eliminate a manpower shortage. It is agreed that the provisions of Schedule "E" appended hereto will be the only provisions of this Collective Agreement that apply to part-time employees as defined herein.
- 1.4 A temporary full-time employee is defined as:
- (a) An employee who takes the place of a regular full-time employee who is absent on a leave of absence, including pregnancy/parental leave, extended periods of sick leave and leave for compensable injuries;
  - (b) An employee who takes the place of a regular full-time employee during vacation periods not to exceed 240 hours annually; OR
  - (c) A special project monitor hired in accordance with the Service's needs arising out of special projects, provided such persons shall not be employed for more than six (6) months in any twelve (12) month period, subject to an extension by mutual agreement by the parties.

It is agreed that the provisions of Schedule "E" appended hereto shall be the only provisions of this Collective Agreement that apply to temporary full-time employees as defined herein.

- 1.5 (a) the parties agree that the provisions of this Collective Agreement shall not apply to:
- (i) Special skills monitors who are hired for their specialized language skills for single projects only; OR
  - (ii) Casual employees utilized on an ad hoc basis for limited purposes only, who work minimal hours per month; OR
  - (iii) Students employed during school vacation periods
- (b) The employer agrees that it will notify the Association each time a special skills monitor, as defined in Article 1.5 (a) herein, is hired.

## 2. MANAGEMENT RIGHTS

- 2.1 (a) The Association and its Members recognize and acknowledge that it is the exclusive function of the Regional Municipality of Hamilton-Wentworth Police Services Board:
- (i) to direct the working force which includes the right to direct, plan and control working operations and to schedule working hours, and,
  - (ii) to hire, classify, transfer, promote, demote, dismiss, discipline, suspend, or lay-off employees because of lack of work or other legitimate reason, and
  - (iii) to introduce new and improved facilities and methods to improve the efficiency of the operations of the Service.
- (b) The Association agrees that it will not intimidate or coerce any employee into membership in the Association, and
- (c) The Association agrees that membership solicitation and other Association activity not pertaining to this Agreement, will not take place during working hours or on the premises of the Board or on any work project the Board may be engaged in, and
- (d) The Association agrees that there is to be no discrimination against any person in the employing or continuing to employ contrary to the Ontario Human Rights Code or any other Provincial Statute.
- (e) The Association recognizes and accepts the provisions of this Agreement as binding upon each of its Members and upon itself and pledges that it and each of its Members will observe the provisions hereof.
- (f) The Board recognizes the Association as the exclusive Bargaining Agent for all employees coming within the scope of this Agreement and more particularly described in Schedule "A" and they are hereinafter referred to as "employee" or "employees", whichever the case, and
- (g) The **Board** agrees that it will not exercise any of the functions set out in this Article in a manner inconsistent with the provisions of this Agreement or the **Police Services Act** of Ontario and the Regulations thereto.

- (h) Management acknowledges that, when exercising its right regarding matters relating to discipline or dismissal which fall outside of the scope of Part V of the Police Services Act, the exercise of such right is to be measured against a standard of just cause.
- (i) Management further acknowledges that it will not exercise its right to transfer employees for reasons other than those relating to the efficient delivery of police services and in any event, not in a manner which is inconsistent with the terms of this Agreement.
- (j) Management agrees that there is to be no discrimination against any person in the employing or continuing to employ, contrary to the Ontario Human Rights Code or any other Provincial Statute.
- (k) Management recognizes and accepts the provisions of this Agreement as binding upon itself and upon each of its Members and pledges that it and each of its Members will observe the provisions of this Agreement.
- (l) Management agrees not to interfere with the rights of employees designated within the scope of this Agreement to become Members of the Association and that there will be no discrimination, interference, restraint or coercion by the Board, or any of its Members, against any employee because of the employee's connection with the Association.



### 3. STANDARD HOURS OF WORK

- 3.1 Employees working an office hour schedule shall work a forty (40) hour week.
- 3.2 The office hour schedule that is to normally apply is 8:30 a. m. to 4:30 p. m. daily, or any other shifts as may be necessary by reason of the nature of operations of the Police Service, but
- (a) lunch period of one (1) hour is to be arranged and allowed by the Chief of the Police Service in accordance with the needs of the Police Service, and
  - (b) each employee is to be allowed a fifteen (15) minute rest period in the first half and in the second half of such scheduled hours of work or of each shift, whichever is the case.
- 3.3 Employees working other than an office hour schedule are to work such hours as are designated by the Chief of Police or as negotiated but in no case is an employee's scheduled hours of work to exceed forty (40) hours per week, if on an eight (8) or ten (10) hour shift and an average of forty-two (42) hours per week if on a twelve (12) hour shift.
- 3.4 The 10 hour shift schedules are restricted to employees assigned to identified areas of Schedule "F" which is attached hereto and forms part of this Agreement. The hours of work and shift rotation set out in Schedule "F" shall, subject to 3.4(a), remain unchanged.
- (a) At the discretion of the Chief of Police, permanent changes to the 10 hour schedules may take place after a minimum of **six** (6) months advance notice to the Association.
  - (b) Temporary changes to the 10 hour schedule may take place when a specific exigency arises and in general is limited to major investigations or special projects. When these temporary changes occur, all other contractual rights are maintained and the employee shall return to the normal schedule as soon as is practicable.
  - (c) Isolated changes may also occur due to specific requirements upon mutual consent of the employee and supervisor.

(d) The Employee Relations Office shall notify the Association of any changes necessitated under 3.4(b).

(e) All hours worked on a 10 hour schedule shall be consecutive hours and all days off shall be consecutive. Subject to the exigencies of the service, there shall be one (1) seventy-five (75) minute lunch period granted at a reasonable time during the shift.

3.5 For employees working a twelve (12) hour shift schedule, the normal hours of work shall be:

1. Day Shift - 0700 - 1900,
2. Night Shift - 1900 - 0700
3. Or as required, after discussion with the Association.

In each period of twelve (12) hours of duty, all hours worked on an assigned shift will be consecutive hours, and, subject to exigencies of the service, there is to be two intervals for lunch. The lunch periods (one period during the first six (6) hours and the other during the second six (6) hours), shall be composed of two-sixty (60) minute periods, which latter period is inclusive of any break entitlement to which the employee might be granted under the terms and conditions of this Collective Agreement.

An employee who works a twelve (12) hour shift schedule, will work an average of forty-two (42) hours per calendar week. Hours in excess of the normal forty (40) hour week, are credited as "accrued time". An employee may accumulate or lose accrued time credits, depending upon the number of hours worked in a calendar week.

An employee assigned to annual leave, special leave, a training course of one (1) week or more, or when on sick leave or Workers' Compensation, in excess of one (1) complete calendar week or more, shall not earn or lose accrued time.

3.6 Where the exigencies of the service do not permit an employee to take a lunch period, the employee will qualify for additional payment for the missed lunch period, provided the employee's supervisor's authorization has been obtained, at straight time.

3.7 The standard hours of work described in this Article are stated solely for the purposes of calculating overtime, and are not to be construed as a guarantee of any minimum or as a restriction of any maximum number of hours worked.

- 3.8 **A** duty list is to be posted at each police station in the Regional Municipality of Hamilton-Wentworth not less than three weeks in advance of the operative date thereof. Once posted this list is not to be altered without the knowledge of the employee, subject to the exigencies of the service.
- 3.9 Where, as the result of exigencies of the service, an employee is assigned other duties and, as a consequence of having signed for and utilized unearned accrued time and/or statutory holidays, is in a debit position with respect to the time utilized, the employee will be given the option of repaying the time in the current or following calendar year.
- 3.10 With the exception of an emergency or on-going investigation, where an employee is required to work overtime or a "call-in" for any reason, the employee is entitled to seven (7) consecutive hours rest before reporting for the next shift at no expense to the employee.

4. OVERTIME / STAND-BY / ON CALL COMPENSATION

- 4.1 In any twenty-four (24) hour period, time worked in excess of the employee's 8, 10, or 12 hour shift, is to be classified as overtime, and paid in cash, or to receive lieu time, at the option of the employee, at the rate of one-and-a-half times the employee's normal hourly rate of pay. This section is to be interpreted:
- (a) not to include duties performed in excess of eight (8) hours in any twenty-four (24) hour period, if it results from a "shift change over" or an "exchange of shifts", and
  - (b) lieu time at the rate of double time, or cash at the rate of double time is to be paid for all overtime worked on Sunday.
  - (c) to include, when an employee is required to work on a regularly scheduled day off unless, by mutual agreement, the employee's day off has been changed.
- 4.2 An employee who is required to work for a continuous period which includes two (2) hours in addition to the employee's regularly scheduled shift is entitled to receive:
- (a) a meal allowance of \$5.00
  - (b) for each succeeding period of five (5) continuous hours, a meal allowance of \$5.00.
- 4.3 An employee is required to file, in the month of December in each year, an election, with the Chief of the Hamilton-Wentworth Regional Police, as to whether the employee will accept time off for cash in payment of the accumulated hourly credits for the succeeding year for overtime.
- 4.4 All cash payments in respect of overtime are to be accumulated to the employee's credit, and are to be paid in cash to such employees quarterly, in the subsequent month.
- 4.5 Where an employee has, at November 30 in any year, time off credited in respect of overtime, such credits will be paid in cash to the employee in second pay period in December.
- 4.6 Notwithstanding the provisions of this Article, an employee who is required to attend a Court or other type of hearing while "off duty", is to be allowed four (4) hours' lieu time, but this section does not apply if a claim is made under the provisions of Article 25.

4.7 An employee who is sent home at any time or times during the week:

- (a) because of lack of work or inclement weather, or
- (b) who is absent at any time or times during the week because of illness or accident,

is and shall be treated for the purpose of calculating overtime in respect of the employee's standard hours of work on such day or days and is to be and shall be paid for all hours of work performed by the employee in excess of their normal work week at the overtime rates specified in Article 4.

4.8 When an employee is called in by a command or supervisory officer during the employee's off-duty hours to perform any duty that is directly or indirectly connected with the Police Service such recall, except where the employee is called in for disciplinary reasons, is to be classified as overtime and the employee is to be paid in cash or to receive lieu time, at the option of the employee, at the rate of one and one half (1-1/2) times the employee's normal hourly rate of pay for all such hours of duty, with a minimum of three (3) hours pay at time and one-half (1-1/2).

4.9 Employees required to be on "stand-by/on-call" for any reason during any off-duty hours shall receive three (3) hours pay at straight time for each 12 hour period or part thereof they are requested to be on "stand-by" or "on-call".

5. ANNUAL VACATION

- 5.1 (a) Aggregate credited service in the calculation of all annual vacation benefits, is to be calculated from the date of employment, and the employee's full entitlement for the calendar year commences January 1st.

Employees who join the H.W.R.P.S. after January 1, 1991 with previous unbroken service with the Board, the Regional Municipality of Hamilton-Wentworth or its area municipalities, or the City of Hamilton, will be credited with such service in the calculation of their vacation entitlement. This calculation to be effective January 1, 1992.

- (b) An employee is to be granted, except as otherwise expressly provided herein, an annual vacation with pay as follows:
- (i) employees whose services terminate before completion of one (1) year of service are to receive four per cent (4%) of their respective earnings, exclusive of overtime and court time for such services, and
  - (ii) employees with one (1) year of aggregate credited service are to receive two (2) weeks vacation, and
  - (iii) employees with three (3) years of aggregate credited service are to receive three (3) weeks vacation, and
  - (iv) employees with nine (9) years of aggregate credited service are to receive four (4) weeks vacation, and
  - (v) employees with fifteen (15) years aggregate credited service are to receive five (5) weeks vacation with pay, and
  - (vi) employees with twenty-two (22) years aggregate credited service are to receive six (6) weeks vacation with pay, and
  - (vii) employees with thirty (30) years aggregate credited service are to receive seven (7) weeks vacation, and effective January 1, 1992 employees with not less than twenty-seven (27) years of service are to receive seven (7) weeks vacation with pay, and

(viii) employees in their retirement year, are entitled to two (2) additional weeks vacation with pay.

(ix) An employee has the option of accepting cash in lieu of the vacation leave which they were due to receive in their retirement year.

5.2 An employee's vacation period and pay is to be based on the employee's standard work week and standard rate of pay, but is not to include any shift premium, overtime, or other increments.

5.3 The vacation period and pay of any employee

(a) is to be based on a normal work week, and the normal vacation signing period is to commence from the first Sunday of each calendar year, and

(b) in scheduling a vacation period for the purposes of Court appearance only, the vacation period of an employee is to be based on a standard forty (40) hour, five (5) day work week, and includes any scheduled days off that coincide with the annual vacation period and are identified as days off on the posted duty list. The provisions of 25.4 do not apply to the scheduled days off as described in this paragraph.

(c) The vacation pay for any employee is to be based upon the normal weekly salary paid per week to the employee but does not include overtime, Court time, shift premium, or other increments.

5.4 A week's pay for salaried employees is to be the employee's basic salary paid per week on a weekly basis, but is not to include overtime, shift premium or other increments.

5.5 The vacation period is to commence from and including January 1st and continue to and including December 31st of the same year. No employee is to be permitted to combine the vacation period of one year with all or part of the vacation period of another year, save and except with the approval of the Board.

5.6 When a statutory holiday falls on a day of the scheduled vacation, an employee is to be entitled to an additional day of vacation. The additional day or days to be granted at a time which is not to interfere with the efficient operation of the Police Service business or disrupt the vacation period as scheduled for other employees.

- 5.7 It is agreed and understood that the Board has the right to determine staffing requirements for vacation scheduling. Employee vacation signing shall be determined on the basis of seniority. Vacation schedules are to be arranged and posted at least two (2) months before the vacation period commences. Vacations commence at the beginning of a calendar week unless the demand of the operation of the Police Service makes this impossible.
- 5.8 (a) All vacations granted in any year are to be determined on the basis of the aggregate credited service of the employee and such credited service is to include any period or periods of absence due to sickness, accident, lay-off or other temporary leave of absence, such absence not to exceed (60) working days. All other periods of absence, other than those noted above, will reduce an employee's vacation entitlement for the year in which it is claimed in the same proportion by which the period of absence relates to the full calendar year
- (i) Notwithstanding 5.8(a), in accordance with the Unemployment Insurance Act and Employments Standard Act, all periods of absence due to parental/pregnancy leave, whether paid or unpaid, shall be included as credited service in the calculation of vacation entitlement.
- (b) In the event an employee suffers an injury on duty and elects to pursue a third party claim, the Board agrees to advance vacation pay to which the employee would otherwise have been entitled, provided the employee undertakes to reimburse the employer an amount of money equivalent to that which had been advanced ,upon determination of the claim.
- 5.9 Subject to the exigencies of the service, an employee may, at the employee's discretion, take one (1)week of vacation entitlement and use it one (1)day at a time.
- 5.10 The following provisions shall apply to those employees working a twelve (12) hour shift.
- (a) For the purpose of this Article, entitlement shall include vacation time, accrued time, and statutory holiday credits;
- (b) Signing sheets will be posted that indicate the days on which a squad is required to work, and indicate the minimum number of employees (Communications 2, Reception/Custody 1, Records 1)entitled to take time off



on each day. It will also include a list of employees on the squad in numerical order by seniority,

The purpose of this sub-section is to firstly increase the availability of signing blocks within a division and secondly to create more balanced squads by seniority.

- (c) The employees will sign by seniority, within their squad, for the subsequent year, on or before November 1 for the following year's entitlement as follows:
  - (i) First signing for two (2) weeks as defined in 5.3 (a);
  - (ii) All remaining annual vacation entitlement;
  - (iii) Third signing for all statutory holidays and at least 60% of accrued time entitlement.
- (d) An employee will be allowed to change days signed for by arranging a trade with another employee within the squad, or by moving the date to an open spot, but notice must be given to Command Officer;
- (e) Any adjustments will be calculated by October 1st of entitlement year, and the employee advised that time owing must be signed for by November 1st or control of the time is forfeited;
- (f) Each employee will be advised of what their entitlement will be and must sign in accordance with this Article (b) and (c);
- (g) It is agreed and understood that the following provisions of the Collective Agreement shall not apply to those persons working a twelve (12) hour shift: - Articles 5.6 and 5.9.

5.11 The following provisions shall apply to those employees working a ten (10) hour shift schedule:

- (a) For the purposes of this Article, entitlement shall include annual leave and four (4) statutory holiday credits.
- (b) Signing shall take place by Division but each unit within a Division shall sign independently.
- (c) Supervisory personnel shall sign independent of each other and non-supervisory personnel. Each level of

supervisory personnel shall sign independent of all other levels. Where more than one supervisor exists at each level, the supervisors shall sign as a group, by seniority.

- (d) Employees will sign by seniority within their respective units which are identified in the 10 hour shift schedules forming part of this Agreement. Signing for the subsequent calendar year shall be completed prior to November 1 for the following year's entitlement as follows:
  - (i) First signing for two (2) weeks as defined in the Agreement.
  - (ii) Second signing all remaining annual leave entitlement.
  - (iii) Third signing for four (4) statutory holidays.
- (e) Signing sheets shall be posted that indicate the work schedule and shall indicate the number of employees entitled to take time off on each day in accordance with the provisions of the Agreement. It will also include a list of employees within the Unit in numerical order by seniority.
- (f) For the purpose of this Article, the minimum number of personnel eligible for leave on each day shall be a minimum of twenty (20%) per cent of each signing group.
- (g) Personnel shall be allowed to change days signed for by arranging a trade with another employee within the signing group unit or by moving the date to an open spot, but notice must be given to the Command Officer. Where a conflict arises, seniority shall prevail.
- (h) Any adjustments will be calculated by October 1 of the entitlement year, and the employee advised time owing must be signed for by November 1 or control of time forfeited.
- (i) **A** employee may, at the employee's discretion, utilize one week of vacation entitlement one day at a time.
- (j) Employees shall be advised of their entitlement when the Signing Sheets are posted and must sign in accordance with this Article.

- (k) If an employee signs a third signing and as a result has Monday through Friday off, that period is deemed to be a vacation period and the employee is entitled to block off the entire week for Court purposes.
- (l) It is further agreed and understood that all remaining Statutory and Proclaimed Holiday entitlement may be assigned to an employee on any of the days designated in this Agreement as a Statutory or Proclaimed Holiday.

5.12 The following provisions shall apply to those employees working a regular eight (8) or ten (10) hour straight day office hour schedule:

- (a) For the purpose of this Article, entitlement shall only include annual leave entitlement as Statutory Holidays shall be utilized in accordance with the applicable provisions of the Agreement.
- (b) Signing shall take place by Division but each Unit within a Division shall sign independently.
- (c) Supervisory personnel shall sign independent of each other and non-supervisory personnel.
- (d) Employees will sign by seniority within their respective units. Signing for the subsequent calendar year shall be completed prior to November 1 for the following year's entitlement as follows:
  - (i) First signing for two (2) weeks as defined in the Agreement.
  - (ii) Second signing all remaining annual leave entitlement.
- (e) Signing sheets shall be posted that include a list of employees within the Unit in numerical order by seniority.
- (f) For the purpose of this Article, the minimum number of personnel eligible for leave on each day shall be a minimum of twenty (20%) of each signing group.
- (g) Personnel shall be allowed to change days signed for by arranging a trade with another employee within the signing group unit or by moving the date to an open

spot, but notice must be given to the Command Officer. Where a conflict arises, seniority shall prevail.

- (h) Any adjustments will be calculated by October 1 of the entitlement year, and the employee advised time owing must be signed for by November 1 or control of time forfeited.
- (i) An employee may, at the employee's discretion, utilize one week of vacation entitlement one day at a time.
- (j) Employees shall be advised of their entitlement when the Signing Sheets are posted and must sign in accordance with this Article.

6 VACATION PAY ON RETIREMENT OR ON SEPARATION FROM SERVICE

An employee who retires within the provisions of Pension By-Law 7970, as amended to the date of this Agreement or under the Ontario Municipal Employees Retirement System, or on separation from service with the Board is to be paid vacation pay as follows:

6.1 An employee who has qualified

- (a) for seven (7) weeks vacation with pay and whose retirement or separation from service occurs on or after January 1st, in the employee's year of retirement or separation from service, is entitled to their seven (7) weeks vacation with pay plus 14% of their actual standard rate of pay but exclusive of overtime, shift premium or other increments earned during the period commencing January 1st in the employee's year of retirement or separation to the effective date of retirement or separation, or
- (b) for six (6) weeks vacation with pay and whose retirement or separation from service occurs on or after January 1st, in the employee's year of retirement or separation from service, is entitled to their six (6) weeks vacation with pay plus 12% of their actual standard rate of pay but exclusive of overtime, shift premium or other increment earned during the period commencing January 1st, in the employee's year of retirement or separation to the effective date of retirement or separation, or
- (c) for five (5) weeks vacation with pay and whose retirement or separation from service occurs on or after January 1st in the employee's year of retirement or separation from service, is entitled to their five (5) weeks vacation with pay plus 10% of their actual standard rate of pay but exclusive of overtime, shift premium or other increments earned during the period commencing January 1st in the employee's year of retirement or separation to the effective date of retirement or separation, or
- (d) for four (4) weeks vacation with pay and whose retirement or separation from service occurs on or after January 1st in the employee's year of retirement or separation from service, is entitled to their (4) weeks vacation with pay plus 8% of their actual standard rate of pay but exclusive of overtime, shift premium or other increments earned

during the period commencing January 1st in the employee's year of retirement or separation to the effective date of retirement or separation, or

- (e) for three (3) weeks vacation with pay and whose retirement or separation from service occurs on or after January 1st in the employee's year of retirement or separation from service, is entitled to their three (3) weeks vacation with pay plus 6% of their actual standard rate of pay but exclusive of overtime, shift premium or other increments earned \*during the period commencing January 1st in the employee's year of retirement or separation to the effective date of retirement or separation, or
- (f) for two (2) weeks vacation with pay and whose retirement or separation from service occurs on or after January 1st in the employee's year of retirement or separation from service, is entitled to their two (2) weeks vacation with pay plus 4% of their actual standard rate of pay but exclusive of overtime, shift premium or other increments earned during the period commencing January 1st in the employee's year of retirement or separation to the effective date of retirement or separation.

- 6.2 Employees who do not qualify for separation vacation pay under the terms of this Agreement are to be paid separation vacation pay in accordance with the provisions of The Employment Standards Act, being Chapter 137 of the Revised Statutes of Ontario, 1980, as amended.
- 6.3 Where an employee dies, any unpaid vacation money is to be paid to the estate of the deceased employee.

## 7. STATUTORY AND PROCLAIMED HOLIDAYS

7.1 Each employee is entitled in each year:

(a) to the following Statutory Holidays, and Proclaimed Holidays with pay on such days as they are observed.

- (i) New Year's Day, and
- (ii) Good Friday, and
- (iii) Easter Monday, and
- (iv) Victoria Day, and
- (v) Canada Day, and
- (vi) Civic Holiday, and
- (vii) Labour Day, and
- (viii) Thanksgiving Day, and
- (ix) Remembrance Day, and
- (x) Christmas Day, and
- (xi) Boxing Day, and

such other holidays as may be proclaimed or declared by law from time to time, and

(b) to receive one (1) additional holiday with pay because of reporting for work fifteen (15) minutes early each day and which day is to be selected in each year by the Chief of the Hamilton-Wentworth Regional Police Service,

(c) where the employee is working a ten (10) or twelve (12) hour shift schedule, is entitled to ninety-six (96) hours statutory time off. For employees working a twelve (12) hour schedule such entitlement is to be utilized under the provisions of Article 5.(10)(a). Such entitlement is in lieu of the provisions of Article 7.(1)(a) and (b). For employees working a 10 hour shift rotation schedule, forty (40) hours or four (4) days of such entitlement shall be utilized under the provisions of Article 5.(11)(a). All remaining entitlement may be assigned to an employee on any of the days designated in this Agreement as Statutory or Proclaimed Holiday.

7.2 Where a Statutory Holiday or a Proclaimed Holiday is observed on a scheduled day off the employee is entitled to receive a lieu day off with pay at their normal rate of pay.

7.3 Subject to sub-section (4) of this Section, where an employee is required to perform police duties on the day of observance of a Statutory Holiday or a Proclaimed Holidays, the employee is entitled to receive a lieu day off with pay at their normal rate of pay.

- 7.4 During the observance of a Statutory Holiday or a Proclaimed Holiday starting at 0001 hours, the employee is to be paid in cash or to receive lieu time at the option of the employee, at the rate of time and one-half (1-1/2) their normal hourly rate of pay for all hours that are worked on the holiday.
- 7.5 Where a Statutory Holiday is observed on a day other than the day on which it falls, no premium is payable in respect of the day on which each holiday falls.
- 7.6 Where an employee is required to work on the day before Christmas day and New Year's Day, those employees not on shift rotation are to receive four (4) hours *off*, with pay, for either day, but not both, subject to the approval of the Administration and the exigencies of the service.
- 7.7 An employee is not to be paid for any Statutory Holiday or Proclaimed Holiday,
- (a) if the employee does not work on such holiday without ~~good~~ cause when the employee has been scheduled to do so, or
  - (b) if the employee has been absent, without good cause, on the scheduled day immediately preceding or succeeding any such holiday, or
  - (c) if the employee has not been employed by the Board for at least thirty (30) continuous days, or
  - (d) the Board is to determine whether there has been good cause for such absence, subject to the limitation that holiday pay is not to be unjustly withheld.



## 8. PENSION BENEFITS

- 8.1 (a) The benefits provided under City of Hamilton By-Law No. 7970 entitled "To Establish the Hamilton Municipal Retirement Fund" as amended to the date of this Agreement, form part of this Agreement and are to continue to apply to and are in force and effect with respect to the employees who were participants under the said By-Law at December 31, 1973, during the term of this Agreement, ana if such By-Law is amended or repealed, without the consent of the Association, during the term of this Agreement so provided thereunder, the Board is to continue such benefits and pay such benefits as if such amending or replacing By-Law had not been enacted, and
- (b) the Association agrees, with effect from January 1, 1978, to the definitions of contributory and non-contributory earnings as set forth in the amendment of By-Law No. 7970 enacted in July 1978.
- 8.2 The Board agrees that any additional benefits granted to civic employees under the provisions of City of Hamilton By-Law 7970, entitled, "To Establish the Hamilton Municipal Retirement Fund" will be automatically granted to those Members of the Association in the Hamilton-Wentworth Retirement Fund.
- 8.3 (a) The Board agrees to pay the full cost of removing the .7 actuarial reduction in an employee's pension from the date the employee retires regardless of the age of the employee.
- (b) Effective March 12, 1992, Members of the Hamilton-Wentworth Retirement Fund approved for total and permanent disability benefits shall be entitled to the following optional forms of disability benefits:
- (i) a disability pension under the Plan subject to reduction in accordance with the formula in effect under the O.M.E.R.S. Act and the Regulations thereto, specifically Ontario Regulation 724, R.R.O. 1980, sub-section 13(4) and 12(4); or
- (ii) a disability benefit which provides for the continuing accumulation of credited services and the waiver of contributions as described in sub-sections 13(3), 3(a) to 3(h) of Ontario Regulation 724, R.R.O. 1980.

- 8.4 Employees who are enrolled in O.M.E.R.S. will participate in the Final Average Earnings Basic Pension Benefit Plan in accordance with the requirements of the Ontario Municipal Employees' Retirement System.
- 8.5 The benefits of full optional service are extended to all those employees in O.M.E.R.S.
- 8.6 The benefits of optional service (prior Public Sector Service) be extended to those employees in H.W.R.F. This option must be exercised on or before January 1, 1982.
- 8.7 At the option of the employee, those Members of the Hamilton-Wentworth Retirement Fund who will not be able to attain the thirty-five (35) years of service prior to normal retirement will be eligible for the benefits of War Service.
- 8.8 Employees who are enrolled in the Ontario Municipal Employees Retirement System shall have the benefits of the 30 Year Early Retirement Supplementary Plan III. The full cost of the implementation, including all past service costs and any additional future service contributions, are to be assumed by the Board (partial disability included).
- 8.9 Employees who are enrolled in the Hamilton-Wentworth Retirement Fund shall have the same benefits as those contained in the Ontario Municipal Employees Retirement System 30 Year Retirement Supplementary Plan. The full cost of the implementation, including all past service costs and any additional future service contributions to be assumed by the Board (partial disability included).
- 8.10 (a) Members of the Hamilton-Wentworth retirement Fund who die or retire prior to the completion of thirty-five (35) years of credited service, shall have the basic survivor benefit similar to the Ontario Municipal Employees Retirement System.
- (b) Notwithstanding paragraph (a), those employees who have completed thirty-five (35) years of credited service or who have attained the normal retirement age of sixty-five (63) years of age, shall be entitled to the basic survivor benefit similar to the Ontario Municipal Employees Retirement System on death or retirement unless, at least ninety (90) days prior to the event, the employee has elected any one of the existing options available in the Hamilton-Wentworth Retirement Fund as defined and calculated as of December, 1979, with an additional option

of an unreduced ten (10) year guarantee. If the employee elects one of the options in the Hamilton-Wentworth Retirement Fund and dies prior to the completion of thirty-five (35) years of service or attaining the normal retirement age of sixty-five (63) years of age, the basic survivor benefit similar to the Ontario Municipal Employees Retirement System shall apply.

- (c) Members who retired or died between January 1, 1980 and December 31, 1987 are entitled to a 60% spousal survivor benefit if they selected any of the survivor's benefit options referred to in clauses 8.10(a) or 8.10(b) at no cost to the Member or surviving spouse. For those surviving spouses entitled to an improved benefit, the recalculation shall be calculated in accordance with the Minutes of Settlement which form part of the arbitration award dated June 17, 1992, issued by Arbitrator J. W. Kilgour, and
  - (i) Those Members who contribute or contributed to the Hamilton-Wentworth Retirement Fund subsequent to January 1, 1980, and retire after January 1, 1988, shall be entitled to a 60% survivor benefit if the Member elects or fails to elect or is entitled to any one of the survivor benefit options referred to in clauses 8.10(a) and 8.10(b), at a cost no greater than the actuarial reduction factor under the plan as it was prior to January 1, 1988 where the normal form of pension was a Joint and 50% Survivor Pension
  - (ii) Notwithstanding 14.(9)(c)(i) above, a Member may elect any one of the options referred to in 14.(9)(b) which includes the 10 or 15 year guarantee with a 50% Survivor Pension with the applicable actuarial reduction factor.
  - (iii) It is agreed and understood that the basis for the actuarial tables, in effect on January 1, 1993, will not be changed.
  - (iv) For greater clarity, the following describes the intent of 14.(9)(c)(i) and (iii):

The actuarial reduction factor to convert to a 10 or 15 year guarantee with 60% Survivor pension as compared to a Joint and 60% Survivor Pension are the same as those used to convert a 10 or 15 year guarantee with 50% Survivor Pension as compared to a Joint and 50% Survivor Pension.

- 8.11 Those employees receiving seven (7) weeks vacation with pay will, for the purpose of establishing the rate of pension, be credited with twelve per cent (12%).
- 8.12 Effective January 1, 1988, all retired members of the Hamilton-Wentworth Retirement Fund will receive cost of living increases in accordance with any such increases approved by the O.M.E.R.S. Board.

9. CUMULATIVE SICK-LEAVE PLAN

All employees are entitled to participate in and receive the benefits of the Cumulative Sick Leave Plan as set forth in Schedule "B" attached hereto.

10. LIFE INSURANCE BENEFITS

10.1 The Board is to pay one hundred per cent (100%) of the premiums payable for providing each employee life insurance coverage in an amount equal to two (2) times their annual salary, with a minimum in an amount equal to two (2) times the salary of a First Class Constable.

10.2 The Board is to pay one hundred per cent (100%) of the premiums payable for a Plan providing for accidental death and dismemberment benefits as follows:

- (i) not less than an amount equal to two and one-half (2-1/2) times the salary of a First Class Constable plus an automatic increase in that coverage on the effective date of each increase in the salary schedule for accidental death occurring at any time, and

- (ii) not less than an amount equal to two and one-half (2-1/2) times the salary of a First Class Constable plus an automatic increase in that coverage on the effective date of each increase in the salary schedule, for the loss at any time of both eyes; both feet; both hands; or any combination thereof occurring at any time, and
  - (iii) not less than the salary a First Class Constable plus an automatic increase in that coverage on the effective date of each increase in the salary schedule, for the loss of one eye; one hand; or one foot; or any combination thereof occurring at any time, and
  - (iv) not less than one-half (1/2) the salary of a First Class Constable plus an automatic increase in that coverage on the effective date of each increase in the salary schedule, for the loss of a combination of a thumb and index finger of either hand occurring at any time.
- 10.3 The Board will provide at its expense a Four Thousand Dollar (\$4,000.00) life insurance policy for each employee effective the date of the employee's retirement. Policy to remain in force for the life of the employee.
- 10.4 The Board will provide, at its expense, a Five Thousand Dollar (\$5,000.00) life insurance policy for each employee's spouse and a Three Thousand Dollar (\$3,000.00) life insurance policy for each employee's dependent child.
- 10.5 The Board acknowledges that the Association is entitled to receive a copy of the insurance policies, as specified in this Article and other information respecting the coverage provided, but not to include costings.

11. HOSPITALIZATION, MEDICAL AND DENTAL BENEFITS

- 11.1 The Board is to pay one hundred per cent (100%) of the premiums payable for providing for each employee, their spouse and their widow or widower until they attain the age of sixty-five (65) years
- (a) insured services under the Ontario Health Insurance Plan, and
  - (b) an Extended Health Care Medi-Pak Plan as set out in schedule "D".
  - (c) a dental plan as set out in Schedule "C".
  - (d) the Board is to pay the full cost of premiums to provide coverage at the 1988 O.D.A. Fee Schedule rate. On the first day of each calendar year hereafter the O.D.A. Fee Schedule shall be adjusted automatically to the previous year's Fee Schedule.
- 11.2 The Board acknowledges that the Association is entitled to receive a copy of the insurance policies, as specified in this Article and other information respecting the coverage provided, but not to include costings.

## 12. COMPASSIONATE LEAVE

12.1 (a) An employee is entitled to receive leave of absence, with pay at their normal rate, in the event of the death of and for the purpose of attending the funeral of any of the following:

- (a) Mother, and
- (b) Father, and
- (c) adopting Mother, and
- (d) adopting Father; and
- (e) Brother, and
- (f) Sister, and
- (g) Son, and
- (h) Daughter, and
- (i) Wife, and
- (j) Husband, and
- (k) Mother-in-law, and
- (l) Father-in-law, and
- (m) Sister-in-law, and
- (n) Brother-in-law, and
- (o) Children-in-law, and
- (p) Grandparents, and
- (q) Grandchildren, and
- (r) Common-law Spouse as defined in the Family Law Act, S.O. 1986, Chapter 4, as amended
- (s) Stepmother, and
- (t) Stepfather, and
- (u) Stepchildren, but

such leave of absence is to be not more than three (3) days or not more than 5 days in the case of the individuals listed in (a) to (j) above.

- (b) In the case of special circumstances, and where the employee makes an application to the Chief of the Hamilton-Wentworth Regional Police Service, the leave of absence described in sub-section (1) of this Section may be extended by the said Chief to five (5) days.
- (c) The Chief of Police, subject to the exigencies of the service, may grant a leave of absence without pay where an employee wishes to attend the burial of a person who is not mentioned in Section 12.1 (a).



13. JURY DUTY

- 13.1 An employee who is required to serve as a juror, or as a witness in any Court, is to be paid the employee's regular rate of pay for their normally scheduled working hour for any day or part of a day that the employee is absent because of such service. Jury duty pay, less reasonable expenses incurred by the employee as a result of serving as a juror, are to be paid to the Board on receipt thereof by such employee.

#### 14. PROMOTION AND REDUCTION OF STAFF

- 14.1 Notice of permanent full-time vacancy is to be posted for a period of seven (7) consecutive days inclusive of the day of posting in a prominent place, in the Police Department within eighty-four (84) hours of a vacancy.
- 14.2 When full-time vacancies occur the senior applicant is to be awarded the promotion provided the applicant has the qualifications to perform the work required, to the Board's standards, but in the following sensitive areas, namely, Administration, Special Services, Personnel, the promotion shall be subject to the approval of the Chief of Police. Such standards are not to be established in a discriminatory manner and approval of the Chief shall not be exercised in a discriminatory manner.
- 14.3 (a) If an employee is promoted or awarded a position, whether included or excluded from the scope of this Agreement, and within thirty (30) days or less, can show cause that the position is unsuitable for him/her, the employee shall revert to their previous position, and wage rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions, is to be returned to their former position and wage rate without loss of seniority.
- (b) If, however the foregoing 14.3 (a) does not occur, then within six (6) months, the employee proves unsatisfactory, the following options are open to the employee:
1. The employee may revert to their previous position if that position is still open. In such circumstances, the employee's rights under this Article are then exhausted.
  2. If the previous position is not still open, then the employee will have the option of being laid off, or accepting an interim position to be assigned by the Chief of Police and receiving the wage rate applicable to such a position. However, it is acknowledged and accepted that the employee in either circumstances has two additional options which are as follows:
    - (i) the employee has the right to be placed in a comparable job class for which the employee has qualifications as to the performance of the job when the next suitable vacancy occurs. In such circumstances, the Association acknowledges that the posting provisions as

set out in Article 14 shall not apply, or

- (ii) the employee may successfully bid for a job vacancy as it is posted. Upon the employee exercising either of these latter two options, the employee's rights under this clause of the Collective Agreement are then exhausted.

- 14.4 Employees who perform the duties of a higher classification, excluding any training period, shall be paid the salary of the higher classification for any-work performed. Article 14.4 does not apply to those employees whose job description requires temporary assignment to other classifications.
- 14.5 In the manner of lay-off and re-hire, the following factors are to be considered:
- (a) the seniority of the employee involved, and
  - (b) the efficient operation of the services involved, and
  - (c) the ability of the senior employee involved, and the factor set forth in paragraph (a) of this Section is to govern, provided the factor set forth in paragraph (b) of this Section is not unduly interrupted and provided the factor set forth in paragraph (c) of this Section is sufficient to do the work required.
- 14.6 In the event of layoffs and after the provisions of Article 14.1 have been exhausted, without the vacancy being fulfilled, then, no new employee is to be hired until those laid off (who have sufficient ability to perform the work required) have been given the opportunity of re-hire.
- 14.7 The Board is to endeavour to give as much notice of lay-off as possible to the employees affected.
- 14.8 The Board agrees that it will prepare written job descriptions for all positions and classifications set forth in Schedule "A" to this Agreement, which descriptions are to be delivered to the Association within a period of six (6) months from and including the date of execution of this Agreement.
- 14.9 The Board agrees that within a period of thirty (30) days of the posting by it of a new position or classification, a job description for the said position or classification is to be delivered to the Association and which job description is to form and shall be deemed to form a part of this Agreement unless the Association objects to any or all of the said job descriptions within a period of sixty (60) days after receipt thereof in which event the said

objection is subject to the provisions of Article 21 of this Agreement except that it is to be processed commencing with Step two (2) of the grievance procedure set forth under Article 21.

- 14.10 Any classification set forth under Schedule "A" to this Agreement that is altered or varied by the Board is subject to the provisions of Article 21 of this Agreement.
- 14.11 An employee shall not be entitled to decline a promotion or awarded position after the employee has received notification of acceptance, without the consent of the Chief of Police.
- 14.12 Job posting shall not apply in cases of temporary vacancies, except at the discretion of the Chief of Police.
- 14.13 Successful applicants for any job posting shall not be allowed to apply for an additional job posting for a period of nine (9) months from the date of the employee's successful application, without the consent of the Chief of Police.
- 14.14 Probationary employees under Article 15, shall not be permitted to make application for any job posting during such probationary period, without the consent of the Chief of Police.
- 14.15 Independent of the provisions of Article 14.5, in the event that a classification is found by the Chief of Police to be redundant, which will result in the layoff of one or more employees within that classification, such employees will be given the option of being laid off or accepting a position to be assigned by the Chief of Police at that position's wage rate.

## 15. SENIORITY

### Seniority Rating

- 15.1 For the purpose of seniority rating, a civilian employee's length of service is to commence and accumulate from the date on which the employee entered the service of the Board, including any time spent as a police officer under the Active Police Agreement.
- 15.2 New employees, will have a probationary period of nine (9) months during which they will have no seniority and may be terminated by the Chief of the Police Service without recourse to the Grievance Procedure.

### Loss of Seniority

- 15.3 An employee's seniority rating and credited service shall be lost, and employment deemed to be terminated upon the happening of any of the following events:
- (a) dismissal for just cause, or
  - (b) voluntary resignation, or
  - (c) failure to report for work within a period of five (5) days after receipt of notification to return to work after a layoff, or
  - (d) absence without leave, except where the employee has established a satisfactory attendance record, and the absence is an isolated incident of short duration arising from justifiable and compassionate circumstances, or
  - (e) A layoff extending continuously for a period of more than eight (8) months, or
  - (f) if the employee fails to perform any work for the Board for a continuous period in excess of twelve (12) months, from the date of last receiving compensation, pursuant to the provisions of Schedule "B", Article 18 or Article 22, or upon the completion of a leave of absence, which has been properly granted, or from the Association's voluntary contributory sick leave bank, if applicable.
- 15.4 Employees may be disciplined for lateness and the following penalties may apply within any current one (1) year period:
- (a) First offence - documented and verbal warning given. Lost time to be repaid;
  - (b) Second offence - documented and penalty of two (2)

hours' loss of pay. In addition, lost time to be repaid;

- (c) Third offence - documented and penalty of four (4) hours! loss of pay. In addition, lost time to be repaid;
- (d) Fourth offence - employee to be suspended for two (2) days without pay;
- (e) Fifth offence - employee may be dismissed.

16. CALL OUT TIME

An employee who has been requested to report for work on a non-scheduled working day by an authorized Official is to be guaranteed a minimum of four **(4)**hours of work.

17. SHIFT DIFFERENTIAL

- 17.1 There is to be paid to each employee a shift premium of:
- (a) thirty-three (33) cents per hour for each hour actually worked by each employee who works any of the following shifts
    - (i) 1:00 p.m. - 9:00 p.m., or
    - (ii) 2:00 p.m. - 10:00 p.m., or
    - (iii) 3:00 p.m. - 11:00 p.m., or
    - (iv) 4:00 p.m. - 12:00 p.m., or
    - (v) 5:00 p.m. - 1:00 a.m., or
    - (vi) 6:00 p.m. - 2:00 a.m., or
    - (vii) 7:00 p.m. - 3:00 a.m., or
    - (viii) Any variation of (i) to (vii) of this paragraph, and
  - (b) thirty-three (33) cents per hour for each hour actually worked by each employee who works any of the following shifts
    - (i) 8:00 p.m. - 4:00 a.m., or
    - (ii) 9:00 p.m. - 5:00 a.m., or
    - (iii) 10:00 p.m. - 6:00 a.m., or
    - (iv) 11:00 p.m. - 7:00 a.m., or
    - (v) 12:00 p.m. - 8:00 a.m., or
    - (vi) any variation of (i) to (v) of this
  - (c) forty (40) cents per hour for each hour actually worked by each employee who works the twelve (12) hour Night Shift.
- 17.2 Employees are not to be paid a shift differential for any hours worked on the Day Shift.
- 17.3 Notwithstanding Section (1) of this Article,
- (a) any employee who works overtime on the employee's scheduled shift is to receive the shift premium of that scheduled shift for such overtime.
  - (b) the shift premium is in addition to any overtime entitlement but the shift premium is not to be included in calculating the overtime payment.
- 17.4 Should any changes in the starting and stopping times of any of the shifts become necessary, the Board will give the Association notice of not less than two (2) working days.



18. SALARY PLAN

18.1 The Board Salary Plan as set forth in Schedule "A" is to remain in effect for the term of this Agreement.

- (a) The Board acknowledges that with respect to any adjustment to Schedule "A" for the period January 1, 1992 to December 31, 1992 it will undertake to award any increase necessary to maintain the relationship between the H.W.R.P.S. and what is known as the other "large forces" in the Province of Ontario. This relativity is to be measured and maintained both in terms of the H.W.R.P.S. overall ranking vis-à-vis the other "large forces" and the differential between the H.W.R.P.S. and the Police Service immediately below it, as both had been established as a consequence of bargaining for Collective Agreements expiring December 31, 1991. Any wage increase above 5% which is applied to active personnel as a consequence of this undertaking will be applied to the civilian bargaining unit.

18.2 Progressive yearly increases as approved become effective on the first day of the work week falling nearest to the quarterly periods of January 1st, April 1st, July 1st and October 1st.

18.3 An employee's anniversary date is to be established within the following policy:

<u>Starting Date or Date of Award of Promotion</u>	<u>Anniversary Date</u>
Nov. 16th to Feb. 15th inclusive	Jan. 1st following Feb. 15th
Feb. 16th to May 15th inclusive	April 1st following May 13th
May 16th to Aug. 15th inclusive	July 1st following August 15th
Aug. 16th to Nov. 15th inclusive	Oct. 1st following Nov. 15th

18.4 Anniversary increases are to be granted only as merited and may be refused or deferred on the recommendation of the Chief of the Police Service.

18.5 The Board reserves the right to start a new employee within the minimum and maximum range of any specified classification.

18.6 The Board reserves the right to grant to an employee a merit

increase within the employee's salary classification.

- 18.7 An employee who is promoted to a higher salary classification is to proceed to establish a new anniversary date as outlined in Article 18.3.
- 18.8 An employee who is awarded a position in a lower salary classification shall receive the salary level in that classification which is closest to their former salary and shall establish a new anniversary date as outlined in Article 18.3.
- 18.9 When a Communications Operator is engaged in training another Communications Operator, the employee shall receive 4% additional Pay for all training hours. Persons chosen to act as a trainer for Communications Operators shall have a minimum of five (5) years experience in Communications.

## 19. ASSOCIATION BUSINESS

- 19.1 At the commencement of each calendar year the Association and the Board shall make contributions to a bank to be used cumulatively by Members of the Association for compensation to offset required time off in order to engage in negotiations, internal Board of Directors meetings, all other Association activities or meetings with the Board, and those other persons designated by the Chief of Police.
- (a) The provisions of this Article 19 do not apply to Joint Management/Association Committees or to meetings between the Chief of Police and the Association in such cases where only two Members of the Association are involved. Such Members while in attendance during on duty hours shall not suffer any loss of pay. If more than two (2) Members attend, the Association must elect two (2) Members to which this exemption shall apply and all other Members may use the provisions of the bank as contemplated herein.
- 19.2 The Board's maximum contribution to the bank in any calendar year shall be no greater than nine hundred (900) hours' subject to Article 19.5, and such contribution applies both to this Agreement and the Sworn Officer's contract. The effect of both Agreements is to limit the Board's maximum contribution for both contracts to nine hundred (900) hours.
- 19.3 Members of the Association as of January 1, shall contribute one (1) hour either accrued time, overtime, Court time credits or, as a last resort, by cash payment at the election of the employee.
- 19.4 For an employee to qualify for time off with payment out of this bank a request in writing to the Chief of Police or his designate, must be received three (3) weeks in advance of the date for which time is sought. Such notice must identify the employees involved, the dates and the shifts to be affected. It is agreed and understood that requests for time off for such activities shall be considered as a priority request and granted subject to the exigencies of the service. Where requests are received with less than three (3) weeks notice the time may be granted at the discretion of the Chief of Police or his designate, subject to the exigencies of the service.
- 19.5 At the commencement of each succeeding calendar year, the Association shall make its contribution under Article 19.3 and the Board shall contribute additional hours to replenish the bank to 1800 hours.
- 19.6 The Association has the sole discretion to determine which activities will qualify for application under this Section.
- 19.7 Two members of the Association shall be granted an indefinite leave of absence without pay on four (4) weeks' notice from the

Association to the Board. The terms of the leave of absence shall be as follows:

- (a) During the leave of absence such employees shall be paid directly by the Association at a salary to be negotiated between the employee and the Association. The Association shall identify to the Board the salary level applicable to pension contributions or any other benefits under the Board's supervision.
- (b) The Board will advise the Regional Municipality of Hamilton-Wentworth that such employees, or other Association staff, may continue or obtain, as the case may be, coverage under the benefit package as relates to major medical, dental, group life insurance, accidental death and dismemberment, dependents' life insurance and pension benefits on the clear understanding that the costs that accrue in each of these areas will be charged back to the Association and become its responsibility for payment directly to the Region.
- (c) The Association will at all times be the employer of the employees during the leave of absence for the purposes of the Workers' Compensation Act and any other employee legislation.
- (d) Any seniority that accrues to the employees during the leave of absence will be credited as if they were performing active police duty.
- (e)
  - (i) If the employee wishes to return to active service with the Service, the Association shall provide the Board with four (4) weeks' written notice prior to the proposed date of return.
  - (ii) The employee shall return at the salary classification applicable to the position which the employee held prior to the commencement of the leave of absence, provided that a permanent vacancy in the position exists on the proposed date of return.
  - (iii) If a permanent vacancy does not exist on the proposed date of return, the Association agrees to waive the posting provisions of Article 14.1, and the employee may apply for and be awarded the next permanent vacancy which occurs, subject to the requirements of Article 14.2.
  - (iv) If the employee does not return to the previous position, or apply for a permanent vacancy, the employee may be assigned to an interim position

by the Chief of Police. The employee will be paid at the salary classification applicable to the position which the employee held prior to the commencement of the leave of absence for a period of time not to exceed twelve months.

- (v) Further to (iv) above, if an employee remains in an interim position for more than twelve months from the date of return to active service, the employee shall be paid the salary applicable to that position as set forth in Schedule "A" for the remainder of the period that the employee remains in the interim position.
  - (f) The Board will continue to provide sick leave credits as provided to all employees in accordance with the Agreement as amended from time to time but all other costs, including salary, et cetera, are to be borne by the Association.
  - (g) The employee while performing duties for the Association shall not be subject to discipline or to charges under the Police Services Act of Ontario.
  - (h) The employees shall have the same rights as any citizen in terms of access to police buildings.
  - (i) It is agreed and understood that at no time shall there be more than two (2) persons who qualify for the terms and conditions of this sub-paragraph 19.7, from both the Sworn Officer's and the Civilian's bargaining unit combined.
- 19.8 The Association shall be provided with copies of all information which is presently given to their Members in the form of Chief's orders, General Orders, or any order document that is distributed to the Members of the Association. Such notice shall be given by way of ordinary mail.
- 19.9 The Board shall make available to the Association a location at each police building in an area conspicuous to its Members but not to the public so that the Association may erect a bulletin board for the purposes of communicating with its Members. It is agreed and understood that the notice board provided herein is to be shared with the Sworn Officers, as provided pursuant to the terms and conditions of their Collective Agreement.
- 19.10 In the event that the Association holds elections or requires a vote of its membership or part thereof, this Board agrees, upon the Chief or his designate receiving at least forty-eight (48) hours written notice, to make available to the Association an area at each police building so that a polling station can be set up.

- 19.11 The Board shall allow the Association between 8:30 a.m. and 4:00 p.m., Monday to Friday, to review a Member's personnel file and make copies of documents found therein upon receiving written permission from the Member so involved.
- 19.12 The Board shall provide to the Association on an annual basis a list of all employees in alphabetical order and by seniority date. Such list shall be provided to the Association on or before October 25th of each year.
- 19.13 The Treasurer of the Regional Municipality of Hamilton, is to deduct monthly from each employee's wage payment, such amounts as is prescribed in a written notice or notices signed by the Administrator of the Association, and such amounts so deducted are to be remitted to the Association, by the middle of the month next following the month in which such deductions are made, together with a list of the employees from whose wages such deductions were made.
- 19.14 The Association agrees:
- (a) To furnish the Board with a list of its bargaining committee Members, and;
  - (b) To furnish the Board with a list of its committee members for all other committees that are struck, as well as to provide the Board with the names of the Members of its Executive, and;
  - (c) To notify the Board in writing of any changes of any such committee Members.
- 19.15 That both parties agree to bargain in good faith in any year contract negotiations are to occur. It is further agreed and understood that the Board's contract proposals shall be exchanged within 15 working days of the Notice of Desire to Bargain being served by the Association.

## 20. CONTRACTING OUT

No employee coming within the scope of this Agreement is to be laid off as a result of the Board contracting out any of its present work or services.

21. GRIEVANCE PROCEDURE.

- 21.1 Where a difference arises between the Board and the Association relating to the interpretations, application, administration or an alleged violation of this Agreement,
- (a) STEP 1- the aggrieved employee, accompanied by a representative of the Association, may present the grievance verbally and/or in writing to the Divisional Command Officer concerned. The Command Officer shall render a decision in writing, or verbally, as appropriate, within two working days, and
  - (b) STEP 2 - failing satisfactory settlement under Step "1" the Association, may within 5 working days submit the grievance in writing to the Deputy Chief for further discussion within 3 working days in an effort to resolve the dispute and the Association may be represented by such person(s) as the Association deems necessary, and the Deputy Chief shall render a decision in writing within 5 working days, and
  - (c) STEP 3 - failing satisfactory settlement under Step "2", the Association may, within 5 working days, submit the matter in dispute to the Chief and the parties shall meet within fourteen working days. The Chief is to render a decision in writing within 10 working days, and
  - (d) STEP 4 - failing satisfactory settlement under Step "3" the Association may, within 7 working days after the written decision of the Chief require the grievance be adjudicated by a Conciliation Officer and/or an Arbitrator appointed under the Police Services Act by notifying the Board in writing, and
- 21.2 A grievance under this Agreement shall be under the control of the Association and precludes an individual Member submitting the grievance to an Arbitrator or Conciliation Officer under Section 123 of the Police Services Act, and
- 21.3 No matter is to proceed under Step (4), as described in the sub-section (1) of this Section, which has not been properly processed through all of the previous steps of the Grievance Procedure but any time limits prescribed in such Procedure may be extended by the mutual consent, in writing, of the parties.
- 21.4 The Association is confined to the grievance and redress sought as set forth in the written grievance filed as provided in Step "1" or Step "2" as appropriate, of sub-section (1) of this Section.

- 21.5 Each party to an arbitration under this Section is to share equally the cost of the arbitration proceedings under this Section and the cost of the arbitrator.
- 21.6 Where the dispute involves (a) a question of general application of or interpretation of the provisions of this Agreement, or (b) a group of employees, or (c) the dismissal of an employee or group of employees, the grievance may be submitted at Step 2 of the grievance procedure by the Association.



## 22. OCCUPATIONAL INJURY

22.1 Where an employee suffers an occupational injury arising out of their employment, the employee's salary is to be continued until there is an adjudication by the Workers' Compensation Board without any deduction or loss of Cumulative Sick Leave Credits.

22.2 Any employee

- (a) who receives an injury in the course of the performance of their duties, and
- (b) who is in receipt of an award from the Workers' Compensation Board declaring the said injury to be compensable within the meaning of The Workers' Compensation Act, and
- (c) when an employee is absent by reason of an illness or injury occasioned by or as a result of the employee's duty and where an award is made by the Workers' compensation Board,

the employee shall, in addition to the Workers' Compensation Award, receive such further amounts so as to provide that total payment to the employee not to exceed the net pay such employee would otherwise have received had the employee not been absent provided the employee consents, in keeping with the spirit and intent of the Worker's Compensation Act, to a release of information regarding the employee's ability to perform modified duties.

In any event it is acknowledged that the employee's obligation to provide medical information is always subject to the provisions of the Worker's Compensation Act. Similarly, the employer's obligation to provide modified duties is subject to the provisions of the Worker's Compensation Act, the Police Services Act and the Ontario Human Rights Code.

22.3 Where an employee is injured as a result of the carrying out of their duties and is covered by the Workers' Compensation Board, the employee shall be entitled to their vacation and statutory holidays, and where the employee is unable to receive the said vacation or statutory holidays that the employee be permitted to carry them over into the succeeding calendar year. If, for good cause, the employee was unable to take them in the succeeding calendar year that the employee be permitted to carry them into the second calendar year following the year in which the employee received the injury. When the employee carries the vacation or statutory holidays over the employee is entitled to receive the time off and not to receive any payment in lieu.

23. CLOTHING AND FOOTWEAR ALLOWANCE

23.1 Smocks are to be provided by the Board as required at the discretion of the Chief of Police.

23.2 In respect to those employees classified

(a) as Motor Mechanics and Garage Attendants, the Board Agrees

(i) to provide one (1) pair of approved Safety Shoes or Boots which will be replaced from time to time as determined by the Chief of the Police Service or his Nominee, and

(ii) to provide pants and shirts or coveralls at the option of the employee.

(b) as Handymen, the Board agrees to provide one (1) pair of approved Safety Shoes or Boots which will be replaced from time to time as determined by the Chief of the Police Service or his Nominee.

(c) as Matrons, Male Custodian, Couriers, Court Security Special Constables and Summons Servers shall be issued with clothing as required, at the discretion of the Chief of Police.

23.3 **An** employee may be reimbursed by the Board for:

(a) the cost of replacing an article of clothing damaged beyond acceptable repair as a result of their employment, or

(b) the cost of repair or cleaning of an article of clothing damaged or soiled as a result of their employment

Any decision with respect to such reimbursement shall be made by the Chief of Police in his absolute discretion.

24. DRY CLEANING

The Board is to provide at its expense for dry-cleaning of all clothing issued by the Board to Matrons, Male Custodians, Couriers, Court Security, Special Constables and Summons Servers, and such dry-cleaning is to be arranged by the Chief of the Police Service and is to be done as often as the said Chief in his discretion determines.

25. OFF DUTY COURT TIME

25.1 Where an employee is required to attend at Court during off-duty hours, the employee

- (a) (i) is to be paid one and one-half (1-1/2) times the employee's normal salary rate with a minimum payment, for an attendance of less than four (4) hours equal to four (4) hours at the employee's normal salary rate, and
- (ii) effective 1 January 1992 is to be paid a minimum of 4.5 hours or time and one-half (1-1/2) whichever is the greatest, and effective 1 January 1993 shall receive a minimum of 5 hours or time and one-half (1-1/2) whichever is the greatest, and
- (b) (i) where an employee is required to attend Court immediately after working a night shift (2300 hours to 0700 hours or 2400 hours to 0800 hours), the employee is to receive a minimum credit of four (4) hours at time and one-half (1-1/2), plus two (2) hours.
- (ii) effective 1 January 1992 is to be paid a minimum of 4.5 hours or time and one half (1-1/2) whichever is the greatest, plus two (2) hours, and effective 1 January 1993 shall receive a minimum of 5 hours or time and one-half (1-1/2) whichever is the greatest, plus two hours, and
- (c) an employee is required to file, in the month of December in each year, an election with the Chief of the Hamilton-Wentworth Regional Police as to whether the employee will accept time off or cash in payment of the employee's accumulated hourly credits for the succeeding year for Court attendance.
- (d) where an employee elects to accept
  - (i) cash pursuant to paragraph (c) of this Section, the cash credits, if any, as accumulated are to be paid quarterly in the subsequent month.
  - (ii) time off pursuant to paragraph (c) of this Section, such time off is to be allowed at the discretion of the employee.

This Clause (ii) is subject to the exigencies of the service.

- (e) Where an employee attends Court after completing a night shift, and then is required to complete a night shift after being in Court all day, the employee is entitled to

seven (7) hours, without loss of pay, between the completion of Court and the time the employee must report for duty.

- (f) Where an employee is notified to be on stand-by with respect to a Court appearance or attendance at any other hearing the employee shall be paid stand-by pay in accordance with the provisions of Article 4.9.
- (g) Where a retired or terminated employee is required to attend Court or any other hearing as a result of police duties, the employee shall be entitled to the same benefits under this article as the employee would have been entitled to receive on the date the employee retired or terminated.

25.2 Notwithstanding the provisions of this Section, where any employee has, at November 30 in any year, cash or time off credited to the employee in respect of Court attendance during off-duty hours, such credits are to be paid, in cash, to the employee in that year.

25.3 Where a payment is made pursuant to Section 25.2 of this Article, any hours credited during the month of December of that year to an employee for off-duty Court attendance are to be carried forward and included in the credits, if any, for that employee in the immediately succeeding year.

25.4 An employee who is required to return to Court from an annual vacation

- (a) is to receive a minimum of two (2) days off (sixteen hours if on a twelve-hour shift schedule) with pay to compensate for the loss of any day or part of a day in such vacation and which time off may be taken at the option of the employee, subject to the discretion of the Chief of Police and the exigencies of the service, and
- (b) is to be reimbursed in cash for all reasonable travelling expenses (transportation, accommodation, meals, or other appropriate expenses) incurred as a result of such required return to duties and the employee shall provide receipts where practicable.

25.5 Where an employee is required to travel out of the Municipality of Hamilton-Wentworth to attend Court, the employee is to receive credit of one and one-half (1-1/2) minutes for each mile travelled, in addition to the Court time allowance for that attendance.

26. EDUCATION

- 26.1 The Board is to establish an Education Fund for the benefit of all Members of the Association to be administered by the Chief of Police in the amount of \$27,500.00 in 1991. In each subsequent calendar year the fund will be increased by a percentage equivalent to the national percentage increase in the Consumer Price Index for the previous year. An employee shall be entitled to one hundred percent (100%) reimbursement or a proportionate amount of the tuition fees upon successful completion of university, degree courses or any other work related courses provided the employee's application is submitted in accordance with the procedures set out in the Position and Procedures Manual. Where a dispute arises, the Chief of Police or his designate and an Association representative shall resolve the issue of entitlement, with the final decision to be made by the Chief.

In each calendar year two (2) Members of the Board of Directors of the Association shall be entitled to attend two (2) Labour Seminars or Courses within Ontario sponsored by any Government Ministry and the Association shall be reimbursed for all reasonable expenses (travel, accommodation, registration fees, per diem meal allowances) from the Fund.

The amount set out above represents the total of the Board's contribution to both the Active Police Personnel Agreement and the Civilian Police Personnel Agreement.

- 26.2 Each employee who is required to attend a course at the Ontario Police College, the Canadian Police College, or other places outside the Regional Municipality of Hamilton-Wentworth is to be paid a cash allowance of \$10.00 per day for each day that the employee is in attendance in class at such course. This daily allowance is in addition to any meal allowance that may be granted.
- 26.3 Flexible working hours for employees enrolled in educational courses recognized under the auspices of this article may be instituted at the Chief's absolute discretion.
- 26.4 Each employee who is required to attend any Course at the Canadian Police College or out of Province for a period in excess of four (4) consecutive weeks, will be paid travel expenses to permit a return trip to the employee's residence during that said period.

27. RETROACTIVITY

Any additions, deletions, or amendments to the Agreement, would apply to those employees in the employ of the Board on the date of the Agreement, Memorandum or Award, but for the purpose of this Article, employees who either die or retire in the year covered by the Agreement, Memorandum or Award or commence their employment on or after the date of execution of the Agreement, are deemed to be in the employ of the Board.

28. PARKING

The Board is to assist in obtaining parking for the employees assigned to duties at the Administration Building. The facilities are to be in the vicinity of the Administration Building and the Board shall assume fifty per cent (50%) of the monthly parking rate to a maximum of Twenty dollars (\$20.00). This Section is to be administered by the Chief of Police.



29. MISCELLANEOUS

- 29.1 Where the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context so requires.
- 29.2 In all instances of reference to the Chief of Police, it is acknowledged that the Chief may delegate his authority as he sees fit, in conformance with the statutory law and contractual Agreement.

30. UNEMPLOYMENT INSURANCE BENEFITS

The employees agree to waive their right to their Unemployment Insurance Rebate.

31. LEGAL INDEMNIFICATION

31.1 The Board shall indemnify an employee, for reasonable legal costs incurred,

- (a) in the defence of a civil action,
- (b) in the defence of a criminal prosecution, excluding a criminal prosecution in which an employee is found guilty of a criminal offence, or
- (c) in the defence of a statutory prosecution, including a coroners inquest or an inquiry under Part II or Part VI of the Police Services Act.

if the employee was carrying out the lawful execution of their duties in good faith at the time the circumstances giving rise to the cause of action or charge occurred.

31.2 Notwithstanding the provisions of 31.1 above, the employee shall not be indemnified for legal costs arising from:

- (a) grievances or complaints under the Collective Agreement between the Board and the Association,
- (b) the actions or omissions of employees acting in their capacity as private citizens;
- (c) the conduct or actions of an employee which amounted to a gross dereliction of the employee's duties or deliberate abuse of their authority as a Member of the service,

31.3 The Board shall provide funds to an employee, who is eligible for legal indemnification under the Agreement, for a retainer and for interim payment of legal costs as reasonably requested by the employee's counsel, for proceedings in a Court of the first instance, upon application by the employee in writing within 30 days of being charged or receiving notice of other legal proceedings covered herein, which application may be made on the following basis:

- (a) It appears that the employee is entitled to indemnification of the costs for legal counsel arising under this Agreement, and in the case of a criminal charge where the actions of the employee in connection with the criminal charge, appeared to have been consistent with the lawful execution of the employee's duties as a Member of the police service, and
- (b) The funds applied for do not exceed the lesser of \$2000 or 50% of reasonable legal costs, and in the event of dispute shall be determined by the Board's solicitor. If the interim legal costs increase over time, the employee may apply for

additional funds within the terms of this Article, and

- (c) The employee undertakes to indemnify the Board for such funds if the employee is not entitled to indemnification in accordance with this Agreement.
- (d) In the event of any dispute concerning the counsel to be obtained, the matter shall be resolved by an officer designated by the Chief and a Member of the Association Executive designated for that purpose.
- (e) Where an employee intends to apply for indemnification in order to proceed to any other level of the judicial system, the employee shall apply in writing to a committee consisting of the Chief of Police or an officer designated by the Chief of Police and a Member of the Association Executive designated for that purpose, for resolution of the application for indemnification.

It is understood and agreed that both the choice of counsel and the decision to proceed to another level of the judicial system in sub-section (d) and this subsection (e) does not restrict the right of the employee to their choice of Counsel, but only relates to the question of indemnification.

- 31.4 For the purposes of legal indemnification under this Agreement, "reasonable legal costs" shall be based on the account rendered by the counsel performing the work. The account shall be subject initially, to the approval of the Board's solicitor and, in the case of a dispute between the counsel rendering the account and doing the work, and the Board's solicitor, the account shall be paid after it has been assessed on a solicitor and client basis by an assessment officer of the Ontario Court of Justice (General Division).

## 32. MEMBERS' RIGHTS

- 32.1 Employees shall have access to all of their personnel records at reasonable times (0830 - 1600 hours), Monday to Friday, and shall, upon request, be provided with copies of material contained in such records, which shall be corrected if inaccurate, or purged if inappropriate; and where a dispute arises and satisfactory settlement cannot be reached, recourse shall be sought through the grievance procedure.
- 32.2 Where an employee has been documented or disciplined, all records of such discipline shall be purged from the employee's personnel file after a discipline free period of two years.
- 32.3 Where an employee becomes mentally or physically disabled the Board shall accommodate the employee's needs in accordance with the Ontario Human Rights Code and Section 47 of the Police Services Act.
- 32.4 Voluntary overtime shall be distributed as equitably as possible amongst employees in the Section where the overtime occurs.
- 32.5 **An** employee shall be entitled to prior notice in advance of any disciplinary meeting. The employee shall have the right to consult with or be accompanied by an Association Representative of their choice if the employee so requests.

33. PREGNANCY/PARENTAL LEAVE

- 33.1 Pregnancy/Parental Leave shall be granted in accordance with the provisions of the Employment Standards Act, the Unemployment Insurance Act and Schedule "G".
- 33.2 Effective July 1, 1991, where an employee is in receipt of Unemployment Insurance Benefits under the Unemployment Insurance Act, the employee shall be paid a supplementary benefit in an amount which provides total compensation to 75 % of the employee's regular weekly earnings. Such payment shall continue while the employee is in receipt of U.I.C. benefits as prescribed under the Act.
- 33.3 A pregnant employee who, by virtue of her condition is unable to perform her regular duties during her pregnancy, may be provided with alternate accommodative employment without reduction of wages or benefits in accordance with the provisions of the Ontario Human Rights Code.

34. LEAVE OF ABSENCE

*An* employee may apply for a leave of absence without pay for a period not to exceed one (1) year but may continue paying the premiums to retain benefit coverage and make the applicable pension contributions to provide unbroken service for pension benefit purposes only. Such leave will be granted at the sole discretion of the Chief of Police.



35. DURATION OF AGREEMENT

This Agreement remains in force and effect from and including the 1st day of January, 1991 until the 31st day of December, 1992, and thereafter, until replaced by a new Agreement, decision or award, unless at any time within ninety (90) days before December 31st, 1992, either the Board or the Association gives notice, in writing, to the other of its desire to bargain, with the view towards the renewal with or without modification, of this Agreement or the making of a new Agreement.

IN WITNESS WHEREOF the Board and the Association have on this 11 day of MAY, 1993 affixed their signatures hereto under the hands of their proper officers.

THE REGIONAL MUNICIPALITY OF HAMILTON WENTWORTH  
POLICE SERVICES BOARD

Chairman Terry Coole

Secretary [Signature]

THE HAMILTON-WENTWORTH POLICE ASSOCIATION

Administrator [Signature]

President [Signature]



SCHEDULE "A"Annual & Bi-Weekly Rates

	4.5%	1.7%	5%
BAND & JOB TITLE	<u>JAN. 1/91</u>	<u>JULY 1/91</u>	<u>JAN,1/92</u>
<b><u>RED CIRCLED RATES</u></b>			
1			
	20,762.15	21,115.14	22,170.97
	796.40	809.94	850.44
2			
	22,394.65	22,775.27	23,914.01
	859.02	873.62	917.30
	23,123.05	23,516.18	24,691.94
	886.96	902.04	947.14
	23,925.48	24,332.17	25,548.60
	917.74	933.34	980.00
	24,587.14	25,005.30	26,255.62
	943.12	959.16	1007.12
2 EA			
Courier	23,213.25	23,607.95	24,788.40
Steno - Bicycle & Vehicle	890.42	905.56	950.84
Steno - Master Name Index	24,579.32	24,996.96	26,246.75
Steno - Charged Persons	942.82	958.84	1006.78
Steno - Motor Vehicle Collisions	25,944.86	26,385.97	27,705.11
Steno - Summons & Warrants	995.20	1012.12	1062.72
Steno - Insurance	27,310.41	27,774.46	29,162.94
Microfilm Operator	1047.58	1065.38	1118.64
Graphics Clerk			
Information Clerk-Courts Branch			
Steno-Court Branch			
Steno - Identification			
Steno - Criminal Records I			
Steno - Criminal Records 2			
3			
Control Desk Clerk - C.I.D.	23,436.93	23,835.28	25,027.20
Steno - Records. Property	899.00	914.28	960.00
	24,255.01	24,667.43	25,901.07
	930.38	946.20	993.52
	24,920.31	25,344.21	26,611.21
	955.90	972.16	1020.76
	25,584.06	26,018.90	27,319.80
	981.36	998.04	1047.94

	<u>JAN. 1/91</u>	<u>JULY 1/91</u>	<u>JAN. 1/92</u>
4			
Access to Information Clerk	24,540.21	24,957.33	26,205.04
Clerk Typist - Supply Services	941.32	957.32	1005.18
	25,413.56	25,845.80	27,138.35
	974.82	991.40	1040.98
	26,246.75	26,693.07	28,027.86
	1006.78	1023.90	1075.10
	26,938.13	27,395.92	28,765.64
	1033.30	1050.86	1103.40
4 EA			
Stenographer, Intelligence	26,452.71	26,902.15	28,247.37
Relief Steno - Administration	1014.68	1031.92	1083.52
Sr. Steno - Court Branch	28,008.57	28,484.60	29,909.07
Records Floater	1074.36	1092.62	1147.26
Steno - Courts Branch - Traffic	29,564.94	30,067.57	31,570.77
Steno - Personnel II	1134.06	1153.34	1211.00
	31,120.80	31,650.02	33,232.47
	1193.74	1214.04	1274.74
5			
Data Entry Clerk	25,658.09	26,094.51	27,399.05
Security Monitor - U.F.C.	984.20	1000.94	1050.98
	26,588.79	27,040.85	28,392.84
	1019.90	1037.24	1089.10
	27,286.43	27,750.47	29,137.92
	1046.66	1064.46	1117.68
	28,159.77	28,638.42	30,070.18
	1080.16	1098.52	1153.44
6			
General Records Clerk (Shifts)	26,420.90	26,869.83	28,213.48
General Records Clerk (Days)	1013.46	1030.68	1082.22
Identification Technician I	27,286.43	27,750.47	29,137.92
	1046.66	1064.46	1117.68
	28,331.83	28,813.61	30,254.24
	1086.76	1105.24	1160.50
	29,377.76	29,877.26	31,371.07
	1126.88	1146.04	1203.34
6 EA			
Audio/Visual Technician I	30,144.74	30,657.28	32,190.19
	1156.30	1175.96	1234.76
	31,918.02	32,460.80	34,083.92
	1224.32	1245.14	1307.40
	33,691.30	34,263.80	35,977.12
	1292.34	1314.30	1380.02
	35,464.59	36,067.32	37,870.85
	1360.36	1383.48	1452.66

	<u>JAN. 1/91</u>	<u>JULY 1/91</u>	<u>JAN. 1/93</u>
7	27,114.36	27,575.28	28,953.86
	1040.06	1057.74	1110.62
	27,980.93	28,456.45	29,879.35
	1073.30	1091.54	1146.12
	29,026.86	29,520.10	30,996.19
	1113.42	1132.34	1188.96
	29,901.25	30,409.61	31,930.01
	1146.96	1166.46	1224.78
8			
Caretaker - Handyman	27,859.44	28,332.88	29,749.52
	1068.64	1086.80	1141.14
	28,909.54	29,401.22	30,871.05
	1108.92	1127.78	1184.16
	29,958.60	30,468.01	31,991.54
	1149.16	1168.70	1227.14
	31,008.70	31,535.84	33,112.55
	1189.44	1209.66	1270.14
9			
Garage Attendant	27,827.12	28,300.03	29,715.11
	1067.40	1085.54	1139.82
	28,911.11	29,402.79	30,873.14
	1108.98	1127.84	1184.24
	30,195.32	30,708.90	32,244.42
	1158.24	1177.94	1236.84
	31,453.98	31,988.93	33,588.59
	1206.52	1227.04	1288.40
10			
Clerk 2 - Property/Stores	27,984.58	28,460.10	29,883.00
Graphics Technician I	1073.44	1091.68	1146.26
	29,229.68	29,726.58	31,213.09
	1121.20	1140.26	1197.28
	30,501.38	31,019.65	32,570.82
	1169.98	1189.86	1249.36
	31,834.60	32,375.81	33,994.76
	1221.12	1241.88	1303.98
11			
Firearms Registration Clerk	28,857.93	29,348.56	30,815.78
Graphics Technician 2	1106.94	1125.76	1182.04
Occurrence Technician	30,250.59	30,764.69	32,302.82
Identification Technician 2	1160.36	1180.08	1239.08
	31,645.33	32,183.42	33,792.46
	1213.86	1234.50	1296.22
	33,067.71	33,629.78	35,311.29
	1268.42	1289.98	1354.48

	<u>JAN. 1/91</u>	<u>JULY 1/91</u>	<u>JAN. 1/92</u>
12			
Secretary - Administration & Operations	29,494.56	29,996.14	31,496.21
	1131.36	1150.60	1208.14
	30,561.86	31,081.18	32,635.47
	1172.30	1192.22	1251.84
	32,016.05	32,560.39	34,188.20
	1228.08	1248.96	1311.40
	33,594.32	34,165.26	35,873.36
	1288.62	1310.52	1376.04
13			
Computer Operator Special Constable	29,734.40	30,239.64	31,751.70
	1140.56	1159.94	1217.94
	31,359.08	31,891.95	33,486.39
	1202.88	1223.32	1284.48
	33,011.40	33,572.42	35,250.81
	1266.26	1287.78	1352.16
	34,717.42	35,307.64	37,073.10
	1331.70	1354.34	1422.06
14			
Ass't Manager - Trans.Br.	30,635.38	31,156.26	32,714.20
	1175.12	1195.10	1254.86
	32,513.46	33,066.15	34,719.50
	1247.16	1268.36	1331.78
	34,484.87	35,070.93	36,824.40
	1322.78	1345.26	1412.52
	36,455.25	37,075.19	38,928.77
	1398.36	1422.14	1493.24
15			
Computer Programmer 3 Secretary - Chief of Police	34,035.95	34,614.70	36,345.23
	1305.56	1327.76	1394.14
	35,454.68	36,057.42	37,860.42
	1359.98	1383.10	1452.26
	36,930.76	37,558.53	39,436.61
	1416.60	1440.68	1512.72
	38,469.93	39,123.77	41,080.06
	1475.64	1500.72	1575.76
16			
Mechanic	34,548.49	35,135.58	36,892.18
	1325.22	1347.74	1415.12
	35,987.03	36,598.63	38,428.74
	1380.40	1403.86	1474.06
	37,486.57	38,123.73	40,029.96
	1437.92	1462.36	1535.48
	39,047.65	39,711.39	41,696.88
	1497.80	1523.26	1599.42

	<u>JAN. 1/91</u>	<u>JULY 1/91</u>	<u>JAN. 1/92</u>
17			
Identification Technician 4	34,637.12	35,225.78	36,987.07
	1328.62	1351.20	1418.76
	36,122.59	36,736.80	38,573.69
	1385.60	1409.16	1479.62
	37,400.02	38,035.61	39,937.15
	1434.60	1458.98	1531.92
	39,119.08	39,783.86	41,773.00
	1500.54	1526.04	1602.34
18			
Ass't Supt. Maintenance	39,070.59	39,734.85	41,721.39
Computer Ops. Supervisor	1498.68	1524.16	1600.36
	40,634.79	41,325.64	43,391.95
	1558.68	1585.18	1664.44
	42,258.95	42,977.44	45,126.13
	1620.98	1648.54	1730.96
	43,948.81	44,695.97	46,930.69
	1685.80	1714.46	1800.18
19			
Computer Programmer 5	43,631.79	44,373.75	46,592.30
	1673.64	1702.10	1787.20
	44,919.13	45,682.98	47,967.24
	1723.02	1752.32	1839.94
	46,211.16	46,996.91	49,346.86
	1772.58	1802.72	1892.86
	47,649.70	48,459.96	50,882.90
	1827.76	1858.84	1951.78
20			
Manager - Supply Services	47,379.10	48,184.66	50,594.05
Programmer/Analyst	1817.38	1848.28	1940.70
Supt. of Maintenance	49,352.60	50,191.53	52,701.03
	1893.08	1925.26	2021.52
	50,835.98	51,699.94	54,285.04
	1949.98	1983.12	2082.28
	53,535.27	54,445.11	57,167.34
	2053.52	2088.42	2192.84
21			
Senior Programmer	46,368.62	47,156.98	49,514.75
Systems Analyst	1778.62	1808.86	1899.30
	50,849.54	51,714.02	54,299.64
	1950.50	1983.66	2082.84
	55,332.01	56,272.62	59,086.09
	2122.44	2158.52	2266.44
	59,813.97	60,830.70	63,872.02
	2294.36	2333.36	2450.02

	<u>JAN. 1/91</u>	<u>JULY 1/91</u>	<u>JAN.1/92</u>
22	55,083.30	56,019.74	58,820.70
	2112.90	2148.82	2256.26
	58,388.46	59,381.20	62,350.05
	2239.68	2277.76	2391.64
	61,893.31	62,945.49	66,092.66
	2374.12	2414.48	2535.20
	65,605.16	66,720.43	70,056.35
	2516.50	2559.28	2687.24
23			
Data Processing Manager	57,858.72	58,842.08	61,784.34
	2219.36	2257.08	2369.94
	61,552.31	62,598.76	65,728.73
	2361.04	2401.18	2521.24
	65,480.02	66,593.21	69,922.87
	2511.70	2554.40	2682.12
	69,660.08	70,844.18	74,386.57
	2672.04	2717.46	2853.34

**INTERNAL EQUITY RATES**

1 E			
Female Cleaner	21,276.77	21,638.62	22,720.53
Access to Information Clerk	816.14	830.02	871.52
Control Desk Clerk	22,529.17	22,912.40	24,057.92
Steno - Property. Records	864.18	878.88	922.82
	23,780.53	24,184.62	25,393.74
	912.18	927.68	974.06
	25,031.89	25,457.36	26,730.09
	960.18	976.50	1025.32
2 E			
Courier	22,713.75	23,100.11	24,255.01
Steno - Bicycle & Vehicle	871.26	886.08	930.38
Steno - Identification	24,049.58	24,458.35	25,681.04
Steno - Master Name Index	922.50	938.18	985.08
Steno - Criminal Records 2	25,385.92	25,817.64	27,108.63
Steno - Criminal Records 1	973.76	990.32	1039.84
Steno - Summons & Warrants	26,721.75	27,175.89	28,534.66
Steno - Motor Vehicle Collisions	1025.00	1042.42	1094.54
Steno - Insurance			
Microfilm Operator			
Graphics Clerk			
Information Clerk - Courts Branch			
Steno - Courts Branch			
Steno - Charged Persons			
Clerk Typist - Supply Services			
Occurrence Technician			
Data Entry Clerk			
Security Monitor - U.F.C.			

	<u>JAN. 1/91</u>	<u>JULY 1/91</u>	<u>JAN 1/92</u>
<b>3 E</b>			
Switchboard Operator	24,246.66	24,659.09	25,892.20
Steno - Personnel 1	930.06	945.88	993.18
Steno - Vice/Drugs	25,672.69	26,109.11	27,414.69
Steno - Youth	984.76	1001.50	1051.58
Steno - Comm. Services	27,099.24	27,560.16	28,938.22
Program Clerk - Comm. Services	1039.48	1057.16	1110.02
Steno - Special Services. Relief	28,525.27	29,010.17	30,460.71
Steno - Areas 1, 2 and 3	1094.18	1112.78	1168.42
Steno - C.I.D. - Kenilworth			
Sr. Steno - C.I.D.			
Steno - C.I.D.			
Steno - No. 1 Division. Relief			
Steno - Fraud			
Clerk Typist - Traffic			
Summons Server			
Mapping Technician			
C.P.I.C. Operator			
Firearms Registration Clerk			
Identification Technician 1			
Identification Technician 2			
Identification Technician 4			
Garage Attendant			
Properly Stores Clerk 2			
Caretaker/Handyman			
Records Clerk (Days)			
Records Clerk (Shifts)			
<b>4 E</b>			
Steno - Intelligence	25,882.82	26,322.88	27,638.89
Relief Steno - Administration	992.82	1009.70	1060.18
Steno - Courts Branch - Traffic	27,404.78	27,870.92	29,264.62
Sr. Steno - Courts Branch	1051.20	1069.08	1122.54
Records Floater	28,927.79	29,419.47	30,890.34
Steno - Personnel Section 2	1109.62	1128.48	1184.90
Graphics Technician 1	30,450.28	30,968.03	32,516.59
Computer Operator	1168.02	1187.88	1247.28
Secretary - Chief of Police			
Secretary - Admin. & Ops.			
<b>5 E</b>			
Male Custody Officer	27,630.03	28,099.81	29,504.98
Receptionist/Matron	1059.84	1077.86	1131.76
Receptionist/Matron (Days)	29,255.23	29,752.65	31,240.20
Ass't Manager - Trans. Br.	1122.18	1141.26	1198.32
Graphics Technician 2	30,880.44	31,405.49	32,975.94
Programmer 3	1184.52	1204.66	1264.90
Programmer/Analyst	32,506.16	33,058.85	34,711.68
	1246.88	1268.08	1331.48

	<u>JAN. 1/91</u>	<u>JULY 1/91</u>	<u>JAN. 1/92</u>
6 E			
Audio Visual Technician	29,495.08	29,996.66	31,496.73
Mechanic	1131.38	1150.62	1208.16
Programmer 5	31,230.30	31,761.08	33,349.27
Special Constable	1197.94	1218.30	1279.22
Ass't Sup't. - Maintenance	32,965.52	33,526.02	35,202.32
	1264.50	1286.00	1350.30
	34,700.21	35,289.92	37,054.33
	1331.04	1353.66	1421.34
7 E			
	31,485.78	32,021.26	33,622.48
	1207.74	1228.28	1289.70
	33,337.79	33,904.56	35,599.63
	1278.78	1300.52	1365.54
	35,189.81	35,787.85	37,577.30
	1349.82	1372.76	1441.40
	37,041.82	37,671.67	39,555.49
	1420.86	1445.02	1517.28
8 E			
Research Analyst	33,611.53	34,182.98	35,892.13
Supervisor - Property/Stores	1289.28	1311.20	1376.76
	35,588.16	36,192.98	38,002.76
	1365.10	1388.30	1457.72
	37,565.83	38,204.54	40,114.95
	1440.96	1465.46	1538.74
	39,542.98	40,215.06	42,225.58
	1516.80	1542.58	1619.70
9 E			
Fitness Co-ordinacor	35,879.62	36,489.66	38,314.04
Senior Programmer	1376.28	1399.68	1469.66
Computer Op's Supervisor	37,990.77	38,636.78	40,568.57
Systems Analyst	1457.26	1482.04	1556.14
	40,101.40	40,782.87	42,822.06
	1538.22	1564.36	1642.58
	42,211.50	42,928.95	45,075.55
	1619.16	1646.68	1729.02
10 E			
Communications Operator	38,302.04	38,953.27	40,900.70
Supervisor - Graphics	1469.20	1494.18	1568.88
Supervisor - Video Training	40,555.01	41,244.30	43,306.44
	1555.62	1582.06	1661.16
	42,808.50	43,536.33	45,713.22
	1642.06	1669.98	1753.48
	45,061.47	45,827.41	48,118.96
	1728.48	1757.86	1845.76



	<u>JAN. 1/91</u>	<u>JULY 1/91</u>	<u>JAN.1/92</u>
11 E			
Assistant Personnel Manager	40,888.19	41,583.21	43,662.56
Manager? Transport Branch	1568.40	1595.06	1674.82
	43,293.41	44,029.62	46,230.97
	1660.66	1688.90	1773.34
	45,698.10	46,474.99	48,798.87
	1752.90	1782.70	1871.84
	48,103.32	48,920.88	51,366.76
	1845.16	1876.52	1970.34
12 E			
Manager - Supply Services	43,647.96	44,389.91	46,609.51
Sup't of Maintenance	1674.26	1702.72	1787.86
	46,215.33	47,001.08	49,351.03
	1772.74	1802.88	1893.02
	48,782.71	49,612.25	52,093.07
	1871.22	1903.04	1998.20
	51,350.08	52,222.90	54,834.07
	1969.70	2003.18	2103.34
13 E			
	46,593.87	47,385.87	49,755.12
	1787.26	1817.64	1908.52
	49,334.87	50,173.80	52,682.26
	1892.40	1924.58	2020.80
	52,075.87	52,961.21	55,609.40
	1997.54	2031.50	2133.08
	54,816.35	55,748.09	58,535.49
	2102.66	2138.40	2245.32
14 E			
	49,738.43	50,584.14	53,113.45
	1907.88	1940.32	2037.34
	52,664.53	53,559.77	56,237.68
	2020.12	2054.46	2157.18
	55,590.10	56,534.88	59,361.39
	2132.34	2168.58	2277.00
	58,515.68	59,510.51	62,486.14
	2244.56	2282.72	2396.80
15 E			
Data Processing Manager	53,095.73	53,998.27	56,698.08
	2036.66	2071.28	2174.84
	56,219.43	57,175.16	60,034.00
	2156.48	2193.14	2302.80
	59,342.62	60,351.53	63,368.87
	2276.28	2314.98	2430.72
	62,465.81	63,527.90	66,704.27
	2396.08	2436.82	2558.66

PHASED-IN INTERNAL EQUITY RATES

	<u>JAN. 1/91</u>	<u>JULY 1/91</u>	<u>JAN. 1/92</u>
1 EA			
Female Cleaner	22,470.25	22,852.44	21,170.93
Access to Information Clerk	861.92	876.58	812.08
Control Desk Clerk			22,416.03
Steno - Property. Records			859.84
			23,661.65
			907.62
			24,906.76
			955.38
3 EX			
Switchboard Operator	23,760.72	24,164.80	25,546.51
Steno - Personnel 1	911.42	926.92	979.92
Steno - Vice Drugs	24,822.29	25,244.10	26,809.35
Steno - Youth	952.14	968.32	1028.36
Steno - Community Services	25,792.09	26,230.59	28,007.52
Program Clerk - Comm. Services	989.34	1006.16	1074.32
Steno - Special Services. Relief	26,760.33	27,215.52	29,204.66
Steno - Areas 1, 2 and 3	1026.48	1043.94	1120.24
Sr. Steno - C.I.D.			
Steno - C.I.D.			
Steno - C.I.D. - Kenilworth			
Steno - No. 1 Division. Relief			
Steno - Fraud			
Clerk Typist - Traffic			
Summons Server			
Mapping Technician			
C.P.I.C. Operator			
Firearms Registration Clerk			
Identification Technician 1			
Identification Technician 2			
Identification Technician 4			
Garage Attendant			
Property Stores Clerk 2			
Caretaker/Handyman			
Records Clerk (Days)			
Records Clerk (Shifts)			
3 EB			
Refer to 3 EA for Job Titles	24,422.90	24,837.93	26,079.91
	936.82	952.74	1000.38
	25,517.32	25,951.12	27,304.15
	978.80	995.44	1047.34
	26,587.75	27,039.80	28,574.28
	1019.86	1037.20	1096.06
	27,572.67	28,041.41	29,782.89
	1057.64	1075.62	1142.42

	<u>JAN. 1/91</u>	<u>JULY 1/91</u>	<u>JAN. 1/92</u>
<b>3 EC</b>			
Refer to 3 EX for Job Titles	25,093.42	25,519.92	26,795.79
	962.54	978.90	1027.84
	26,222.77	26,668.57	28,001.79
	1005.86	1022.96	1074.10
	27,211.34	27,673.83	29,057.62
	1043.78	1061.52	1114.60
	28,306.28	28,787.54	30,304.81
	1085.78	1104.24	1162.44
<b>5 EA</b>			
Male Custody Officer	26,904.76	27,362.03	28,988.28
Receptionist/Matron	1032.02	1049.56	1111.94
Receptionist/Matron (Days)	28,074.26	28,551.34	30,399.18
Ass't Manager - Trans. Branch	1076.88	1095.18	1166.06
Graphics Technician 2	29,351.17	29,850.15	31,887.26
Programmer 3	1125.86	1145.00	1223.14
Programmer/Analyst	30,629.64	31,150.52	33,375.34
	1174.90	1194.88	1280.22
<b>8 EA</b>			
Research Analyst	34,637.12	35,225.78	36,987.07
Supervisor, Property Stores	1328.62	1351.20	1418.76
	36,122.59	36,736.80	38,573.69
	1385.60	1409.16	1479.62
	37,400.02	38,035.61	40,044.04
	1434.60	1458.98	1536.02
	39,288.53	39,956.45	42,044.65
	1507.04	1532.66	1612.76
<b>9 EA</b>			
Fitness Co-ordinator	32,192.80	32,740.27	35,689.31
Senior Programmer	1234.86	1255.86	1368.98
Computer Ops. Supervisor	34,011.96	34,590.20	37,735.80
Systems Analyst	1304.64	1326.82	1447.48
	35,847.81	36,457.33	39,793.77
	1375.06	1398.44	1526.42
	37,715.47	38,356.79	41,874.68
	1446.70	1471.30	1606.24
<b>10 EA</b>			
Communications Operator	36,103.30	36,716.99	39,335.46
Supervisor - Graphics Branch	1384.86	1408.40	1508.84
Supervisor - Video Training	37,895.87	38,540.32	41,282.89
	1453.62	1478.34	1583.54
	39,563.83	40,236.44	43,402.90
	1517.60	1543.40	1664.86
	41,496.14	42,201.59	45,580.79
	1591.72	1618.78	1748.40
<b>11 EA</b>			
Assistant Personnel Manager	43,631.79	44,373.75	46,592.30
Manager - Transport Branch	1673.64	1702.10	1787.20
	44,919.13	45,682.98	47,967.24
	1723.02	1752.32	1839.94
	46,211.16	46,996.91	49,346.86
	1772.58	1802.72	1892.86
	47,831.15	48,644.53	51,173.32
	1834.72	1865.92	1962.92

SCHEDULE "B"CUMULATIVE SICK LEAVE PLAN

1. This Plan may be cited as "Cumulative Sick Leave Plan" for the Hamilton-Wentworth Regional Police Service.
2. In the Plan
  - (a) "Board" means The Regional Municipality of Hamilton-Wentworth Police Services Board and
  - (b) "Day" refers to a period of eight (8) hours except where otherwise provided, and
  - (c) "Director of Personnel" means the Director of Personnel for The Regional Municipality of Hamilton-Wentworth, and
  - (d) "Employee" means any salaried officer, clerk, worker, servant, or other person in the employ of the Board on and after January 1, 1974, and
  - (e) "employment" means employment in the service of the Board, and
  - (f) "six (6) months salary" means the employee's normal standard weekly salary earned at the time of death or retirement multiplied by twenty-six (26), and
  - (g) "standard normal daily rate of pay" means:
    - (i) in the case of hourly paid employees, the standard number of hours normally worked per day multiplied by the standard rate per hour normally paid the employees, and
    - (ii) in the case of salary paid employees, the standard salary normally paid per week divided by the standard normal days worked per week, and
  - (h) "three (3) months salary" means an employee's normal standard weekly salary earned at the time of death or retirement multiplied by thirteen (13), and
  - (i) "Unbroken month" means, as the case may be:
    - (i) a calendar month in which an employee is employed, full time or part-time, on all working days in that calendar month; or
    - (ii) a calendar month in which an employee is employed, full time or part-time, on all working days but one (1) in that calendar month; or

- (iii) a month to which sub-sections 2 and 6 of Section 8 applies, and
  - (j) "Working day" refers to a regular tour of duty in any twenty-four (24) hour period except where otherwise provided.
- 3. The sick leave credits standing to the credit at December 31, 1973, of each employee of a former Board is to be credited to that employee on January 1, 1974.
- 4. (a) In addition to Section 3 and commencing January 1, 1974, an employee is entitled to sick leave credit of one and one-half (1-1/2) days per month for each unbroken month of service with the Board.
- (b) Subject to sub-section 3, monthly sick leave credit accrues to an employee on the first day of the month following each completed calendar month of service.
- (c) The entitlement of an employee to monthly sick leave credit ceases
  - (i) as of the date of the retirement of an employee on pension, or
  - (ii) as of the date that the employee attains the compulsory age of retirement

except where an employee coming within the meaning of paragraphs (a) and (b) herein is re-employed in the same or in another capacity with the Board.
- 5. (a) An employee who has qualified for sick leave credit is entitled to sick leave at the "standard" normal daily rate of pay".
- (b) An employee is entitled to, and the Board shall furnish, a statement of sick leave credit as of the 31st day of December every year, not later than the 31st day of March in the next following year.
- 6. A broken month of service which is due to weather conditions or lack of work shall not be deemed to mean a broken month of service if the employee is employed a minimum of ten (10) working days during the calendar month.
- 7. An employee is not entitled to sick leave until the employee has established an accumulated sick leave credit of nine days.
- 8. (a) Where an employee is absent from employment for a period in excess of one working day, the employee is not entitled to the sick leave credit referred to in Section 4 of the Regulations.
- (b) Sub-section (a) does not apply to an employee

- (i) who has been granted a leave of absence by the Board, and who is employed a minimum of ten (10) working days during the month or months for which the employee is granted the said leave of absence, or
  - (ii) who is employed for a minimum of ten (10) working days in any month, but who has been subject to lay-off by the Board, or
  - (iii) who is absent and in receipt of compensation under The Workers' Compensation Act.
- (c) Where an employee is absent from employment due to a sickness for a period of not more than three (3) consecutive working days where such working days extend from one calendar month to the next calendar month, the loss of the one and one-half (1-1/2) days sick leave accumulation will only apply to the preceding calendar month.
- (d) Where an employee is absent from employment for a period in excess of two (2) working days by reason of a bona fide sickness, and the employee provides the Director of Personnel with a medical certificate in accordance with the regulations, subsection (a) of Section 8 does not apply.
- (e) The medical certificate referred to in Section 4 of the Regulations is to be provided by the employee after two (2) working days of sickness.
- (f) Where an employee who qualified for sick leave is on vacation leave and during the vacation leave is
- (i) hospitalized, or
  - (ii) convalescing following hospitalization, or
  - (iii) in home care insofar as the employee, as confirmed by a qualified medical practitioner, suffered a period of illness during which the employee was totally confined to the home, the period of time during which paragraphs (a), (b) or (c) apply shall be deemed to be sick leave and not vacation leave.
- (g) A period of time equivalent to the period of time deemed to be sick leave, at the option of the employee, shall be
- (i) added, as vacation leave, to the period of time originally allocated for vacation leave, or

- (ii) granted to the employee as vacation leave at such later date as the employee may determine.
- (h) Where an employee works for the first half of a shift and is unable to complete the second half due to illness, the employee will not be debited any sick leave credits.
  - (i) **An** employee is entitled to up to two half days as "day" is defined in 2(b) above, with pay, annually, for the purpose of attending medical/dental appointments.
- 9. (a) Subject to sub-section (b) and save and except as provided in Section 17, an employee loses the cumulative sick leave credit
  - (i) if the employee is discharged from employment for cause,
  - (ii) if the employee voluntarily leaves employment,
  - (iii) if the employee, after a lay-off, fails to return to employment within a period of five (5) working days after the receipt of a notice to return to work,
  - (iv) after a lay-off for a period in excess of eight (8) months,
  - (v) after a leave of absence in excess of three (3) months, except as provided in sub-section (b).
- (b) Where the leave of absence in excess of three (3) months referred to in sub-section (1) is granted for the purpose of further instruction or education relative to the business of the Hamilton-Wentworth Regional Police Service, the employee on return to the service of the Board may retain the cumulative sick leave credit,
  - (i) if cumulative sick leave credit existed at the time the leave of absence was granted,
  - (ii) if the employee returns to the service of the Board immediately following the termination of the course of instruction.
- (c) where an employee has applied and been given a leave of absence not in excess of eight (8) months, due to pregnancy, such employee shall maintain sick leave accumulative credits providing that
  - (i) such credits existed at the time the leave of absence was given,
  - (ii) the employee, on or before the expiration date of the leave of absence, gives notice in writing of intention to return to employment with the Board when suitable employment

for which she is qualified is available.

10. An employee is not entitled
  - (a) to claim sick pay benefits outlined under the provisions of this Plan
    - (i) during a period of lay-off, or
    - (ii) during leave of absence granted without pay,
  - (b) to sick pay in advance of any sick leave credit the employee might earn in the current month and such credit becomes available on the first day of the succeeding month.
11. An employee who is absent from employment due to pregnancy or childbirth is not eligible for sick leave pay.
12. (a) An employee who is engaged in outside employment apart from employment with the Board is not entitled to any benefits under the provisions of this Plan for any occupational injury or sickness sustained during such periods of outside employment.
  - (b) No person whose employment is secondary to or in addition to other employment or tradesman employed by the Board under the terms of Building Trades Agreements is entitled to any benefits under the provisions of this Plan.
13. The number of days or half days for which an employee receives sick pay shall be deducted from the cumulative sick leave credit subject to the provisions of 8.(h) and (i) above.
14. (a) Only regular assigned working days form a part of an illness period and only such working days shall be charged against an employee's cumulative sick leave credit.
  - (b) Statutory or proclaimed holidays and regular days off do not form part of an illness period.
15. Overtime, shift differentials, bonus or other additional remuneration that the employee might receive from the Board is not to be included in the calculation of sick pay allowance, retirement or death gratuity payments.
16. An employee may utilize sick leave allowance for absence from employment
  - (a) caused by personal illness or physical incapacity caused by factors over which the employee has no reasonable or immediate control except an employee in receipt of a Workers Compensation Award shall be excluded from utilizing sick leave allowances,
  - (b) caused by exposure to contagious disease that in the opinion of the Medical Officer of Health or as contained in the Department



of Public Health Regulations might endanger the health of other employees by attendance on duty,

- (c) for a special reason which has been accepted by and recommended by the Board.
17. (a) A person who was employed by a former Board before January 1, 1974 or by the Board on or after January 1, 1974, and who retires from employment under the provisions of any pension by-law or compulsory retirement by-law, or whose services are terminated for any reason other than "discharge for cause", is entitled to a gratuity for not-less than ten (10) years equal to one-half (1/2) the number of unused days of sick leave standing to the employee's credit, provided that in no case shall the amount of the gratuity be more than an amount equal to the employee's salary or other remuneration for the immediately preceding six (6) month period.
- (b) Notwithstanding the provisions of sub-section (a) of this Section, a person who was employed by the Board of Commissioners of Police for the City of Hamilton prior to January 1, 1950, and who became an employee of the Board on January 1, 1974, and who retires from employment under the provisions of any pension by-law or compulsory retirement by-law, or whose services are terminated for any reason other than "discharge for cause", is entitled to a gratuity
    - (i) for not less than ten (10) years and not more than fifteen (15) years of service equal to the number of unused days of sick leave standing to the employee's credit at the date of retirement, but the amount of the gratuity is to be not more than an amount equal to the employee's salary or other remuneration for the immediately preceding three (3) month period, and
    - (ii) for not less than fifteen (15) years of service equal to the number of unused days of sick leave standing to the employee's credit but the amount of the gratuity is to be not more than an amount equal to the employee's salary or other remuneration for the immediately preceding six (6) month period.
  - (c) Service for the purposes of this Plan shall be deemed to include service with a former Board or local municipality.
  - (d) Where an employee dies while in the employ of the Board, the employee's estate is entitled to receive payment of the gratuity in accordance with the provisions of this section.
18. The provisions of this Plan are to be administered by the Director of Personnel.
19. (a) Subject to sub-section (b) regulations may be made from time to

time under the provisions of this Plan for the purpose of effective administration of the provisions of the Plan.

- (b) Regulations made pursuant to sub-section (a) are to be approved by the Board.
- (c) The regulations appended hereto form part of the Plan.

### REGULATIONS

1. **An** employee shall on the first day of illness, report or cause to report such illness to the employee's immediate superior.
2. **An** employee who fails to report on the first day absent from work due to illness shall be considered as being absent without leave and is subject to having their name removed from the payroll on instructions from the Director of Personnel.
3. Upon receiving notice of employee's illness, the Superior shall on the same day report such illness on the "absence report forms" as provided by the Director of Personnel.
4. **An** employee whose illness extends to the third working day shall, on or before the third working day, file a doctor's certificate with the Director of Personnel.
5. **An** employee failing to file a doctor's certificate shall be considered as being absent without leave and is subject to having their name removed from the payroll on instructions of the Director of Personnel.
6. Where the immediate Superior has reason to believe that absence of the employee was not due to illness, the immediate Superior may demand a doctor's certificate for one day of absence.
7. **An** employee whose illness extends to fourteen (14) consecutive working days shall, on the fourteenth day and for every subsequent fourteen (14) working days, file a doctor's certificate with the Director of Personnel.
8. **An** employee failing to file a doctor's certificate shall be considered as being absent without leave and is subject to having their name removed from the payroll on the instructions of the Director of Personnel.
9. The immediate Superior is responsible for reporting to the Director of Personnel all cases of illness, periods of layoff, termination of service, absenteeism relative to the enforcement of the provisions of this Plan.
10. The Director of Personnel
  - (a) shall keep a record of all sick leave and accumulated credits, and

- (b) Shall notify those responsible for Department payrolls, when an employee is not, or has ceased to be eligible for sick leave benefits.
- 11. On retirement or death of an employee the Director of Personnel shall advise those responsible for payrolls of the number of days of cumulative sick leave standing to the credit of an employee at the date of retirement or death.

SCHEDULE "C"CANADA LIFE DENTAL PLAN

## DENTAL BENEFIT

- Part I - Diagnostic, preventative, minor restorative, minor surgical charges
- Part II - Endodontics, periodontics, major surgical charges, Denture Adjustments Repairs, Regasing and Relining
- Part III - Dentures and Major restorations
- Part IV - Orthodontics

## SCHEDULE OF FEES

Provincial Dental Association's Schedule of Fees as described in Article XI (1)(d).

## DEDUCTIBLE

There is no deductible applicable to the insured charges.

## Co-insurance on Insured Charges

- Part I and Part II - Nil on all charges
- Part III - 80 % on all charges
- Part IV - 50 % to a maximum of \$2,000.00 lifetime per dependent child (effective December 31, 1991 80% to a lifetime maximum of \$2,000.00)

## Maximum Benefit Payable

- Part I and Part II - Unlimited
- part III - \$2,000 per person in twelve (12) consecutive months.
- Part IV - 50 % to a maximum of \$2,000.00 lifetime per dependent child. (effective December 31, 1991 the amount shall be 80% to a lifetime maximum of \$2,000.00)

PART 1**A. Diagnostic****(1) Examinations:**

01110, 01120, 01130, 01400, but not more than one (1) examination in any period of six consecutive months.

01300.

**(2) X-rays:**

02100, 02101, but not more than once in any period of twenty-four (24) consecutive months.

02111 to 02120, but inclusive, 02131, 02132, 02133, 02134.

02141, 02142, 02143, 02144, but not more than once in any period of six (6) consecutive months.

02201, 02202, 02203, 02204, 02304, 02400, 02430, 02504, 02505, 02600, 02701, 02702, 02703, 02704, 02705, 02800, 02920, 02930

**(3) Tests:**

04100, 04200, 04300, 04310, 04330, 04400.

**(4) Consultations:**

05100, 05200.

**B. Preventive****(1) Prophylaxis:**

11100, 11200, 11300, but not more than once in any period of six (6) consecutive months.

**(2) Fluoride treatment:**

12400.

**(3) Oral hygiene instruction:**

13200, 13210, but not more than once in any period of six (6) consecutive months.

13200, but not more than one unit in any period of six (6) consecutive months.

(4) Space maintainers, applicable only to the dependent, children of an individual:  
15100, 15110, 15200, 15210, 15300, 15310, 15400, 15500.

(5) Occlusal Equilibration:  
43310.

(6) Pit and Fissure Sealants:  
13401, 13404

C. Minor Restorative

(1) Amalgam Restorations:  
21101, 21102, 21103, 21104, 21105, 21211, 21212, 21213, 21214, 21215, 21221, 21222, 21223, 21224, 21225.

(2) Retentive pins:  
21301, 21302, 21303, 21304, 21305.

(3) Silicate Restorations:  
22101, 22102.

(4) Acrylic or Composite Restorations:  
23101, 23102, 23103, 23111, 23112, 23113, 23114, 23201, 23202, 23203, 23204, 23221, 23222, 23223.

(5) Cement Restoration:  
29800.

(6) Sedative Dressing:  
13600, 39930.

(7) Stainless steel crowns applicable only to the dependent children of an individual while they are under 12 years of age:  
27401, 27403, 27411, 27413, 27500.

D. Minor Surgical

(1) Extractions:  
71101, 71111, 72100, 72210, 72220, 72230, 72240.

(2) Residual Root Removal:

72310, 72320.

E. Additional Services

(1) Anaesthesia, used in conjunction with oral surgery, periodontal surgery, fractures and dislocations:

92110, 92120, 92201, 92202, 92215, 92251, 92252, 92310, 92311, 92330, 92340.

(2) House or Hospital Visits:

94100, 94200.

(3) Special Office Visits:

94400.

PART II

A. Periodontics

(1) Non-surgical:

41100, 41200, 41300.

(2) Surgical: The maximum benefit payable will include charges for packaging and post-surgical treatment.

42001, 42002, 42003, 42100, 42103, 42104, 42200, 42300, 42310, 42500.

(3) Adjunctive Services:

43200, 43210, 43400, 43600.

B. Endodontics

(1) Pulp Capping:

31100, 31110.

(2) Pulpotomy:

32201, 32202, 32210, 32211.

(3) Root Canal Therapy:

33100, 33120, 33200, 33220, 33300, 33320, 33400, 33420.

(4) Apexifications:

33501, 33502, 33503, 33504, 33511, 33512, 33513, 33514.

(5) Periapical Services:

34101, 34102, 34103, 34104, 34111, 34112, 34113, 34114, 34115, 34201, 34202, 34203, 34212, 34213.

(6) Root Amputation:

34401, 34402.

(7) Other Procedures:

39100, 39110, 39120.

(8) Hemisection:

39210, 39220, 39230, 39300.

(9) Bleaching:

39400.

(10) Intentional Removal, Apical Filling and Reimplantation:

39501, 39502, 39503, 39600

(11) Endosseous Implants:

39710, 39711, 39720,

(12) Emergency Procedures:

39901, 39902, 39903, 39904, 39910, 39940, 39960, 39970, 39980, 39985.

C. Major Surgical

(1) Residual Root removal :

72410, 72411, 72450.

(2) Alveoloplasty:

73110.



- (3) Gingivoplasty and/or Stomatoroplasty:  
73119.
- (4) Surgical Excision:  
74108, 74109, 74408, 74409.
- (5) Surgical Incision:  
75100, 75110.
- (6) Fractures:  
76198, 76250, 76310, 76350, 76910, 76950, 76951.
- (7) Frenectomy:  
77800, 77810, 78110.
- (8) Miscellaneous:  
79104, 79301 to 79308, both inclusive, 79401, 79601, 79602, 79603, 79604.
- (9) Denture Adjustments:  
54250, 54300, 54301, 54302.
- (10) Denture Repairs:  
55101, 55102, 55103, 55104, 55201, 55202, 55203, 55204, 55520, 55530, 55700.
- (11) Denture Rebasing and Relining:  
56200, 56201, 56210, 56211, 56220, 56221, 56230, 56231, 56260, 56261, 56262, 56263, 56270, 56271, 56272, 56273.

#### PART II - Extension of Insurance

If the insurance under this provision with respect to an insured person terminates due to termination of (i) the individual's employment, (ii) the individual's membership in the class or classes of individuals eligible for insurance or (iii) the policy, and the insured person has commenced treatment covered under this provision prior to such termination, insurance under this provision with respect to the insured person will, notwithstanding the termination, be deemed to continue in force for thirty (30) days with respect to Part II charges incurred for the same treatment.

PART III**A. Removable Prosthodontics****(1) Complete Dentures:**

51100, 51110, 51120, 51300, 51310, 51600, 51610, 51620.

**(2) Transitional Partial Dentures:**

52120, 52121.

**(3) Partial Dentures:**

52220, 52221, 52230, 52231, 52320, 52321.

**(4) Cast Chrome, Cobalt or Gold:**

52400, 52410, 52500, 52510, 52520, 52525, 52530, 52531, 52535, 52600, 52610, 52620, 52630, 52800.

**B. Fixed Prosthodontics****(1) Pontics:**

62100, 62500, 62510, 62600, 62700, 62800.

**(2) Retainers - Inlay, Onlay:**

65200, 65300, 65400.

**(3) Repairs:**

66100, 66200, 66300, 66400, 66500, 66600, 66610, 66620.

**(4) Retainers - Crown:**

67100, 67101, 67200, 67400, 67410, 67600.

**(5) Splinting:**

69610, 69620.

**(6) Retentive Pins in Abutments:**

69701, 69702, 69703, 69704, 69705.

## C. Major Restorative:

(1) Metal Restorative:

25100, 25200, 25300, 25500.

(2) Retentive Pins in Inlays and Crowns:

25601, 25602, 25603, 25604, 25605.

(3) Crowns:

27100, 27110, 27130, 27140, 27200, 27210, 27300, 27310, 27401, 27403, 27411, 27413, 27500, 27700, 27710, 27800, 27810.

(4) Other Services:

29100, 29300, 29500, 29510.

PART III - EXTENSION OF INSURANCE

If the insurance under this provision with respect to an insured person terminates due to termination of (i) the individual's employment, (ii) the individual's membership in the class or classes of individuals eligible for insurance of (iii) the policy, and the insured person has had an impression taken or a tooth prepared for a crown, bridge or denture in accordance with the Dental 3 charges prior to such termination, insurance under this provision with respect to the insured person will, notwithstanding the termination, be deemed to continue in force for ninety (90) days but only with respect to Part III charges for or resulting from the aforesaid impression, crown, bridge or denture.

PART III - LIMITATIONS

Charges for replacement of an existing partial or full removable denture or fixed bridgework, or the addition of teeth to an existing partial removable denture or to bridgework to replace extracted natural teeth, will only be paid for if evidence satisfactory to **the** Insurance Company is presented that:

- (i) the replacement or addition of teeth is required to replace one or more additional natural teeth extracted after the existing denture or bridgework was installed **and** while the insured person is covered under this provision, or
- (ii) the existing denture or bridgework was installed at least **five (5)** years prior to its replacement and that the existing denture or bridgework cannot be made serviceable, or

- (iii) the existing denture is an immediate temporary denture replacing one or more natural teeth, for which impressions were taken while the insured person is covered under this provision, and replacement by a permanent denture is required, and taken place within twelve (12) months from the date of installation of the immediate temporary denture, or
- (iv) the existing denture or bridgework is replaced by an equivalent denture or bridgework.

The maximum amount payable with respect to Part III charges defined above which are incurred by each insured person under this provision in any twelve (12) consecutive months shall not exceed Two Thousand dollars (\$2,000.00).

If an insured person incurs any of the Part III charges defined in this provision while the insurance under this provision with respect to the insured is in force, the Insurance Company will pay to the individual an amount equal to eighty per cent (80%) of the Part III charges incurred.

#### PART IV

(Applicable to Dependent Children Only)

##### Orthodontics

All necessary dental treatment which has as its objective the correction of malocclusion of the teeth.

Coverage is provided at fifty percent (50%) of the dentist's charge, or at fifty percent (50%) (80% effective December 31, 1991) of the Fee Guide or Schedule of Fees for general practitioners, whichever is lower. There is a lifetime maximum payment under the "Dental 4" option of two thousand dollars (\$2,000.00).

SCHEDULE "D"MEDI-PAK

## Basic Insured Charges

Insured Charges

The following qualify as insured charges, but only to the extent:

- (1) that they are reasonable and were necessarily incurred, and
- (2) that except where otherwise indicated, they are recommended or approved by a physician or surgeon legally licensed to practice medicine, and
- (3) that they exceed the amount payable under any other provision of this plan, or from any source other than a policy issued to an individual by an insurance company, or which would have been payable had the person been insured under the appropriate government hospital, medical or health care plan, and
- (4) that they are not prohibited from payment by the Provincial Health and/or Hospitalization Plans.

Basic Benefits

- (1) Charges for prescribed drugs, medicines, serums and vaccines obtainable only upon a written prescription, but excluding any charges made for the administration of injectable drugs, serums and vaccines.
- (2) Private duty nursing by a Registered Nurse who is registered in any of the Provinces of Canada (not a relative); either in the hospital or home, providing it is ordered by the attending physician.
- (3) Charges for hospital services and supplies while not confined in hospital.
- (4) Charges for transportation in licensed ambulance, or emergency transportation, from the place where the patient suffers bodily injury or disease to the nearest hospital where adequate treatment can be rendered, or from one hospital to another hospital, or from a hospital to the patient's residence. (Emergency transportation includes transportation by air, rail or water).
- (5) Charges for the following services and supplies:
  - (a) Purchase of braces, crutches, artificial limbs and eyes, required as a result of bodily injury which occurred or disease which commenced while insured.
  - (b) Purchase of approved prosthetic devices required as a result

of bodily injury which occurred or disease which commenced while insured.

- (c) Rental of wheelchair, hospital-type bed, or other approved durable equipment for temporary therapeutic use required as a result of bodily injury which occurred or disease which commenced while insured.

If the purchase of such equipment is a more satisfactory arrangement, agreement to purchase will be at the option of the Insurance Company.

- (d) Oxygen and blood serum.
- (6) Charges by a dentist legally licensed to practice dentistry for the following dental treatment necessitated by a direct accidental blow to the mouth, and not by an object wittingly or unwittingly placed in the mouth, which occurred while the employee was insured under this benefit, and received within three (3) years of an accident for:
    - (a) Dental treatment of injuries to natural teeth.
    - (b) Replacement of natural teeth to a maximum of five hundred dollars (\$500.00) per accident.
  - (7) Charges for the following emergency treatment required by an insured person outside of the Province in which the employee is a resident for :
    - (a) Room and board in a licensed hospital up to ward level for each day that the employee is confined in hospital.
    - (b) Hospital services and supplies furnished by a licensed hospital.
    - (c) Diagnosis and treatment by a physician or surgeon.
  - (8) Charges for Diagnostic Tests and Radiological treatments including x-rays and laboratory tests.
  - (9) Charges for treatment by a qualified physiotherapist, who is not normally resident in the patient's home.
  - (10) Payment to qualified speech therapists up to two hundred dollars (\$200,00) per benefit year, but only when we are provided with a certificate by a medical doctor or dentist that such treatment is necessary.
  - (11) Payment to registered clinical psychologists **up** to thirty-five dollars (\$35.00) for the first visit and twenty dollars (\$20.00) per **hour** for subsequent treatments to a maximum of two hundred dollars

(\$200.00) during a benefit year in all. Effective December 31, 1991, payment to registered clinical psychologists to a maximum one thousand (\$1,000.00) during a benefit year in all.

- (12) Charges for Hearing Aids prescribed by a physician certified as an Otolaryngologist, to a maximum benefit of three hundred dollars (\$300.00) during the lifetime of each insured person. Effective December 31, 1991 the maximum shall be in total every three (3) years.

#### Supplementary Hospital Benefit

When a member of the plan or one of his dependents is confined to hospital he will be reimbursed for charges made by a Hospital in excess of the standard public ward rate, up to semi-private accommodation.

#### Eyeglasses

Eyeglasses up to a total amount of two hundred dollars (\$200.00) per person in any period of twenty-four (24) consecutive months when provided on the written prescription of a medical doctor or optometrist, but not the cost of the eye examination. Sunglasses or eyeglasses for cosmetic purposes are not included. Effective December 31, 1991 the maximum total amount shall be two hundred and fifty dollars (\$250.00) every twenty-four (24) consecutive months.

#### Hospitalization

Effective 1 August 1985, Schedule D be amended to include the optional paramedical services benefit. The following qualify as charges but only to the extent that they are duly qualified in accordance with the laws of the Province in which they are practicing within the scope of their licence.

- (a) Chiropractors
- (b) Osteopaths
- (c) Chiropodists or Podiatrist
- (d) Naturopaths
- (e) Masseurs on the recommendation of a legally licensed Physician or Surgeon (treatment if necessary)
- (f) Christian Science Practitioners, if listed in the current Christian Science Journal
- (g) Charges for diagnostic x-rays and Laboratory fees ordered by either A, B or C listed above.

The maximum charge for each visit is not to exceed the Schedule of Fees approved by the Association of which the practitioner is a member, and where there is no approved Schedule of Fees, the charge must be reasonable.

The maximum is four hundred dollars (\$400.00) per person per calendar year.

Exclusions

No payment will be made for charges resulting from the following or for any cause set forth in the section of the booklet entitled, "GENERAL LIMITATIONS":

- (a) Cosmetic Surgery.
- (b) Examination by, or the services of, a practitioner whose charges are considered as INSURED CHARGES under this Plan if such examination or services are required solely for the use of a third party.



SCHEDULE "E"

1. It is agreed that only the provisions in this Schedule shall apply to part-time and temporary full-time employees as defined in Articles 1.3 and 1.4 of the Collective Agreement.
2. The following Articles of the Collective Agreement shall be included in and form part of Schedule "E":  
  
1.1, 1.2, 1.3, 1.5, 2.1, 3.2(a), 3.2(b), 3.3, 3.4, 3.5, 3.6, 3.7, 3.10, 4.1, 4.2, 4.6, 4.8, 4.9, 5.5, 5.7, 8.4, 8.5, 14.1, 14.2, 14.3, 14.5, 14.6, 14.7, 14.11, 14.12, 15.1, 15.3, 15.4, 16., 17.1, 17.2, 17.3, 17.4, 18.1, 18.2, 18.3, 19.1, 19.2, 19.3, 19.4, 19.5, 19.6, 19.7, 19.8, 19.9, 19.10, 19.11, 19.12, 19.13, 19.14, 21.1, 21.2, 21.3, 21.4, 21.5, 21.6, 22.2, 22.3, 23.1, 23.2, 23.3, 24., 25.1(a), 25.1(e), 25.1(f), 25.1(g), 25.4, 25.5, 26.2, 27., 29.1, 29.2, 31.1, 31.2, 31.3, 31.4, 32.1, 32.2, 32.3, 32.5, 33., 35., Schedule "A", Schedule "E" Schedule "F".
3. The Standard hours of work for part-time and temporary full-time employees shall be as required but shall conform with the provisions of Article 3.
4. Part-time employees and temporary full-time employees shall earn seniority on the basis that 2,080 hours of work shall equal one year of service. The Board undertakes to maintain a separate seniority list for part-time employees and temporary calculated from their date of last hire, effective upon the completion of their probationary period. The probationary period for such employees shall be the greater of nine (9) continuous calendar months of employment or 1,560 hours worked whichever occurs last. The termination of an employee during such probationary period shall not be considered a difference between the parties and therefore such termination may not be the subject matter of a grievance.
5. Part-time employees and full-time temporary employees shall be entitled to vacation pay and vacation entitlement as prescribed in The Employment Standards Act, which provisions shall be deemed to be incorporated into the terms and conditions of Schedule "E".
6. Part-time employees and temporary full-time employees shall be entitled to statutory holiday pay pursuant to the provisions of the Employment Standards Act, which provisions shall be deemed to be incorporated into the terms and conditions of Schedule "E".
7. Where a part-time or temporary employee is awarded a full-time position, the employee's credited service as a part-time or temporary employee shall be credited towards their annual leave entitlement as a full time employee. This clause takes effect January 1, 1992 and is to be applied to all employees hired after January 1, 1981.
8. It is agreed and understood that part-time employees and temporary full-time employees shall receive the minimum salaries of the classifications in which they are placed in all circumstances, and shall be

entitled to annual increments upon completion of sufficient hours to equal one year of seniority.

9. For part-time and temporary employees the Board shall pay 14% of the annual income in a lump sum payment as soon as possible following the end of the calendar year. This benefit shall be deemed to be paid in lieu of any Medical, Dental, Insurance benefit of this Agreement.

The exception to the foregoing shall be employees who must participate in O.M.E.R.S. as a result of O.M.E.R.S. regulations. Their lump sum payment in lieu of benefits shall be reduced to 8%.

10. The provisions of Article 12.1 (a) and 12.1 (b) of the Collective Agreement shall apply to Schedule "E" employees on the understanding that any such leave granted shall be without pay.

SCHEDULE "F"

**10 HOUR SHIFT SCHEDULES**

OCCURRENCE TECHNICIANS/DATA ENTRY CLERKS

WEEK	SQUAD	Su	M	Tu	W	Th	F	Sa
1	B	D	D		A	A		
2	C		D	D			A	A
3	D	A			D	D	D	
4	A		A	A			D	D

D = 0800 - 1800 Hrs.  
 A = 1800 - 0400 Hrs.

NOTE: **Unless** otherwise specifically identified, in **all** 10 hour schedules attached hereto, the windows of starting times are restricted to the following:

DAYS - 0700 - 1000 Hrs.  
 AFTERNOONS - 1200 - 1400 Hrs.  
 NIGHTS - 1800 - 2000 Hrs.

SCHEDULE "G"Supplementary Unemployment Benefit PlanSUB Plan

1. The objective of the Plan is to supplement the unemployment insurance benefits received by workers for temporary unemployment caused by pregnancy/parental or adoption leave.
2. The following groups of employees are covered by the Plan:
  - Civilian Personnel (Hamilton-Wentworth Police Association)
  - Sworn Personnel (Hamilton-Wentworth Police Association)

who fall within the jurisdiction of Collective Agreements signed by The Regional Municipality of Hamilton-Wentworth Police Services Board and the Hamilton-Wentworth Police Association.
3. Employees must apply for the unemployment insurance benefit before SUB becomes payable.
4. Employees not entitled or disqualified from receiving U.I. benefits are not eligible for SUB.
5. Employees do not have a vested right to SUB payments except for supplementing the U.I. benefits for the unemployment period as specified in the Plan.
6. The benefit level paid under this Plan is set at 75% of the employee's normal weekly salary. It is understood that in any week, the total amount of SUB, unemployment insurance, and any other earnings received by the employee will not exceed 95% of the employee's normal weekly earnings.
7. The maximum number of weeks for which SUB is payable is twenty-five (25) weeks including ten (10) weeks of parental benefits.
8. The duration of the Plan is from November 22, 1991 to December 31, 1992.
9. The Plan is financed from the Board's general revenues. SUB payments will be kept separate from payroll records.
10. The Board will inform the Canada Employment and Immigration Commission of any changes to the Plan within thirty (30) days of the effective date of the change.
11. The employee must provide the Board with proof of receiving U.I. benefits in order to receive payment under the Plan.

12. The Board's Revenue Canada Taxation registration number is WCX877606.
13. Payments in respect of guaranteed annual remuneration or deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the Plan.

LETTER OF UNDERSTANDING

1. The Letter of Understanding shall provide that a Joint Association/Management committee will be created to examine the feasibility of establishing a signing procedure for all other employees for annual leave and statutory holidays.
2. It is not the intention of the Board to reduce the complement of full-time employees through the use of part-time personnel. The Board agrees that the Association's rights under 19.11 shall include the right to inspect time sheets for Schedule "E" employees. If the Association can establish to the Board's satisfaction that a full-time position should be created, the Board agrees to post a full-time vacancy pursuant to Article 14.
3. Service pay will be frozen for all employees at the 1989 entitlement amount. Employees will continue to receive their 1989 entitlement for the balance of their employment. Employees who are not receiving service pay effective the date of ratification shall not qualify for the same in any subsequent year. It is further agreed and understood that there shall be no increases in service pay amounts over the 1989 entitlement.

Each employee who qualifies for service pay is entitled to receive the service pay, in one installment prior to the 13th day of December, of each year.

4. The Association and the Board agree that there is merit in pursuing a new promotion clause based on a candidate's relative, as opposed to sufficient, ability to do a job. It is further recognized that the Board will undertake to establish fair and equitable testing/assessment standards and the Association undertakes to consider such proposals with a view to recommending a new promotion clause based upon the principles cited above.
5. The amended provisions of Article 32 (6)(d), (e) and (f) do not apply to any employee applying for indemnification; or charged with a criminal or statutory offence; or involved in any other civil or judicial proceeding which may be subject to application for legal indemnification under Article 32 prior to the date of ratification. The intent of this letter is to carry through despite any further amendments which may have been made to Article 28 in 1991.