

THE 2007-2009 AGREEMENT

BETWEEN:

**THE HAMILTON
POLICE SERVICES BOARD [2002]**

-AND-

**THE HAMILTON
POLICE SENIOR OFFICERS' ASSOCIATION [2002]**



THE 2007-2009 AGREEMENT

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THE HAMILTON
POLICE SERVICES BOARD

(hereinafter called "the Board")

OF THE FIRST PART

- and -

THE HAMILTON
POLICE SENIOR OFFICERS' ASSOCIATION

(hereinafter called "the Senior Officers' Association")

OF THE SECOND PART

WHEREAS the Board and a Bargaining Committee of the Senior Officers' Association are empowered under Section 119 of the Police Services Act, being Chapter 10 of the Revised Statutes of Ontario, 1990, to bargain for the purpose of coming to an agreement in writing, defining, determining and providing for remuneration, pension, sick leave credit gratuities, grievance procedures or working conditions of the members of the Hamilton Police Senior Officers' Association except such working conditions as are governed by a regulation made by the Lieutenant-Governor-in-Council under the Police Services Act.

NOW THEREFORE, THIS AGREEMENT BETWEEN THE BOARD AND THE SENIOR OFFICERS' ASSOCIATION WITNESSETH AS FOLLOWS

ARTICLE 1

PURPOSE AND SCOPE

1. Purpose

- (1) The purpose of this Agreement is to define, determine and provide in writing for remuneration, pensions, sick leave credit gratuities, grievance procedures and working conditions for Members of the Senior Officers' Association of the Hamilton Police Service.

Scope

- (2) The provisions of this Agreement:
- (a) Apply to the Members of the Senior Officers' Association of the Hamilton Police (hereinafter referred to as "*Members*") holding the sworn ranks of Inspector and Superintendent, and the civilian positions of Chief Accountant, Chief Accountant's Assistant, Fleet, Facilities and Graphics Manager, Supply Services and Records Manager, Assistant Human Resources Manager, Computer Services Manager, Chief's Executive ~~Administrative~~ Assistant, Deputy Chief's Administrative Assistant, Assistant Legal Secretary, Manager of Corporate Planning and Corporate Communicator, or any future positions identified and approved as belonging to the Senior Officers Association. (2009)
- (b) Apply to part time and temporary full time members of the Senior Officers' Association, as defined in Schedule F hereto. It is agreed that the provisions of Schedule F will be the only provisions of this collective agreement that apply to part time and temporary full time members as defined therein. It is further agreed that the position of Chief Accountant's Assistant is the only part-time position permitted within the terms of this agreement and the Senior Officers' Association of the Hamilton Police.
- (c) Do not apply to the positions of Legal Counsel and Human Resources Manager. In recognition of the fact that the positions of Legal Counsel and Human Resources Manager are specifically excluded from the provisions of this Agreement:
- (i) the Board agrees that any employment contract entered into by the Board and/or the Police Service relating to the positions of Legal Counsel and Human Resources Manager shall contain a specific acknowledgement that the position is not covered by the provisions of the Senior Officers' Collective Agreement and that, accordingly, the incumbents are not entitled to representation by the Senior Officers' Association nor receipt of any benefits or protections provided to Senior Officers in accordance with the terms of the said Collective Agreement; and,
- (ii) in consideration of the Association agreeing to exclusion of the positions of Legal Counsel and Human Resources Manager from the Senior Officers' Association, the Board hereby undertakes to HOLD AND SAVE HARMLESS AND AGREES TO INDEMNIFY the Senior Officers' Association and any and all members thereof, past and present, from and against any and all claims, demands or actions and/or any and all liability of any nature which may be incurred by any or all of them arising as a result of, or in any way connected with, the said

positions and/or any incumbents (past and present) in the said positions, including, but not limited to, any claim for representation or the lack thereof in any employment related matter. What was removed. This section should stay there are still a few retired senior officers on this Hamilton plan.

(3) The Board

- (a) recognizes that the Members are actually engaged in the management, supervision and maintenance of law and order in the City of Hamilton
 - (i) which is an essential public service, and
 - (ii) which, because of it being vital to the health, safety and welfare of the people of the City of Hamilton requires the total dedication of each Member of such police service, and
- (b) agrees not to interfere with the rights of the Members to become members of the Senior Officers' Association and that there will be no discrimination, interference, restraint or coercion by the Board against any senior officer because of the Members connection with any of the executive functions of the Senior Officers' Association.
- (c) recognizes and accepts the provisions of this Agreement as binding upon itself and pledges that each member of the Board will observe the provisions hereof.
- (d) agrees that the Members, while in the employment of the Board, are entitled at all times to not less than the employee benefits granted from time to time to the members of the Hamilton Police Association in the current and subsequent Agreements between the Members Association and the Board.
- (e) acknowledges that it will not exercise its right to transfer Members 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.

(4) The Senior Officers' Association

- (a) recognizes that, while its Members are employees of the City of Hamilton, the Board has the responsibility under the Police Services Act
 - (i) to govern, regulate and control the working conditions of the Police Service so as to furnish an essential public service that is vital to the health, safety and welfare of the people of the City of Hamilton, and
 - (ii) to ensure that such described service is furnished without interruption, and
- (b) recognizes and accepts the provisions of this agreement as binding upon each of its Members and pledges that the Senior Officers' Association will observe the provisions hereof.

ARTICLE II

SALARIES

2. (1) The annual salaries for Members are as set out in Salary Schedule E.
- (2) The salary grid for Inspector and Superintendent positions shall have three (3) steps in the range. Advancement from one step to another shall occur after twelve (12) months of service.
- (3) A Member holding a position which is eliminated through restructuring will not be reduced in salary throughout the term of this agreement, or suffer any other penalty
- (4) (a) General Allowance (Inspectors)

Effective January 1, 2007, each current Senior Officer with the rank of Inspector shall receive a General Allowance in the amount of \$6500.00 per year, pro rated monthly in accordance with the time spent in the rank for the duration of this agreement.

Effective January 1, 2009 each current Senior Officer with the rank of Inspector shall receive a General Allowance in the amount of \$7,150.00 per year, pro rated monthly in accordance with the time spent in the rank for the duration of this agreement. (2009)
- (b) General Allowance (Superintendents)

Each current Senior Officer with the rank of Superintendent shall receive a General Allowance in the amount of \$8800.00 per year, pro rated monthly in accordance with the time spent in the rank for the duration of this agreement. (2009)
- (c) General Allowance (Inspectors and Superintendents)

The payment of such General Allowance shall be made semi-annually on the final pay period in June and December of the applicable year based on the above noted pro-rated calculation. The parties understand that General Allowance payments are pensionable earnings. (2009)

ARTICLE III

HOURS OF WORK

3. (1) Each Member is to perform such police duties as are assigned to the Member from time to time and in any event, such duties, subject to the exigencies of the service, are to be performed in each week
- (a) for five (5) consecutive days, and
 - (b) for forty (40) hours, but
- in each period of eight (8) hours of police duties, and subject to the exigencies of the service, there is to be an interval of one (1) hour allowed for lunch.
- (2) (a) Effective January 1, 2009 civilian members will be credited ninety (90) hours on January 1st of each year to their respective compensation banks in lieu of overtime. Any new member shall receive credited time on a pro-rata basis. The said hours shall only be taken as time off and must be taken in the calendar year and not carried over.
- (d) Effective January 1, 2008, sworn members will be credited on January 1st of each year with the number of hours as set out in the following schedule to their respective compensation banks in lieu of overtime. Any new member shall receive credited time on a pro-rata basis. The said hours shall only be taken as time of and must be taken in the calendar year and not carried over. (2009)
- Inspectors to receive 90 hours
 - Superintendents to receive 90 hours. (2004)
- (3) Effective January 1, 2008, it is agreed that in recognition of time worked, sworn members of the Senior Officers' Association designated by the Chief of Police to operational duties, shall be granted thirty (30) hours extra leave. This additional thirty (30) hours is to be accumulated in a bank up to a maximum of two hundred and forty (240) hours, and is to be taken as time-off only, immediately prior to retirement or resignation.
- (4) The application of "compressed hours" or "flex-time" concepts to the work schedules of Members will be the subject matter of consultation between the parties.

ARTICLE IV

VACATIONS WITH PAY

4. Annual Vacations With Pay
- (1) Each Member shall be granted, except as otherwise expressly provided herein, an annual vacation with pay according to the Member's aggregate credited service as follows:
- (a) Members whose employment ceases before the completion of one (1) year of service are to receive four per cent (4%) of their respective earnings for such service exclusive of overtime and court time, and
 - (b) Members with not less than one (1) year of service are to receive two (2) weeks vacation with pay, and
 - (c) Members with not less than three (3) years of service are to receive three (3) weeks vacation with pay, and
 - (d) Members with not less than nine (9) years of service are to receive four (4) weeks vacation with pay, and
 - (e) Members with not less than fifteen (15) years of service are to receive five (5) weeks vacation with pay, and
 - (f) Members with not less than twenty-two (22) years of service are to receive six (6) weeks vacation with pay, and in the Member's 26th anniversary years a Member shall receive one (1) additional day of vacation time, and
 - (g) Members with not less than twenty-seven (27) years of service are to receive seven (7) weeks vacation with pay, and
 - (h) Members in their retirement year are to receive two (2) additional weeks vacation with pay. Effective January 1, 2001 the receipt of this entitlement will be predicated upon the member having demonstrated satisfactory attendance in accordance with Service Policy, during the member's retirement year and the preceding year. The denial of this entitlement shall be subject to an appeal to The Police Services Board.
 - (i) A member has the option of accepting cash in lieu of the vacation leave which they were due to receive in their retirement year.
 - (j) All vacations granted in any year shall be determined on the basis of the aggregate credited service of the Member and such service is to include any period or periods of absence due to illness (certified by a medical practitioner), injury on duty, or parental/pregnancy leave whether paid or unpaid, or any other type of leave for which pay is provided. All other periods of absence, other than those noted above, will reduce a Member'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.

- (k) In the event a Member suffers an injury on duty and elects to pursue a third party claim, the employer agrees to advance vacation pay to which the Member would otherwise have been entitled, provided the member undertakes to reimburse the employer an amount of money equivalent to that which had been advanced, upon determination of the claim.
- (2) (a) Service in the calculation of all vacation benefits is to be calculated from the date of employment and the Member's full entitlement for the calendar year commences January 1st.
 - (b) Members who join the H.R.P.S. after January 1, 1991 with previous unbroken service with the Board, the Regional Municipality of Hamilton-Wentworth or its area municipalities, the City of Hamilton, or members of the Hamilton Harbour Police, who were hired in 1986, will be credited with such service in the calculation of their vacation entitlement. This calculation to be effective beginning January 1, 1992.
- (3) The vacation period of any Member
 - (a) (i) 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
 - (ii) in scheduling a vacation period for the purposes of court appearance only, the vacation period of any Member 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 4(6) do not apply to the scheduled days off as described in this paragraph.
 - (b) is to be taken on the basis of the Member's seniority as scheduled from time to time by the Chief of the Hamilton Police Service and in the event that the principle of seniority is not adhered to or that the Scheduling is not acceptable to the Association, such matters may be the subject of a grievance within the terms of this Agreement.

Seniority for signing shall be determined:
 - (i) by full-time service with the Board,
 - (ii) in the event of a tie in full-time service between two members on the same signing list, part-time/temporary service with the Board will be included in the calculation,
 - (c) in the event a tie remains, it will be resolved alphabetically using the first letter of the member's last name at date of full-time employment with the Board.

- (c) Holidays and Duty Officer signings will be carried out in a manner that would ensure that at least one of the Senior Officers is on duty during the week in their Division.
- (d) A Member may at the Member's discretion take one (1) week of vacation entitlement and use it one (1) day at a time subject to the exigencies of the service.
- (4) The vacation pay for any Member is to be based upon the normal weekly salary paid per week to the Member but does not include overtime, court time, shift premium, or other increments.
- (5) When a statutory holiday occurs during the vacation of a Member, the said Member is entitled to an additional day of vacation with pay but a Member is to receive such additional day or days at a time or times that is or are subject to the exigencies of the service.
- (6) Subject to Article VII, a Member who is required to return to duties or Court duties from an annual vacation
 - (a) is to receive a minimum, of two (2) days off, (16 hours if on a 12 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 Member, 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 police duties and the Member shall provide receipts where practicable.

Vacation Pay on Retirement or on Separation from Services

- (7) (a) A Member who retires within the provisions of the City of Hamilton Pension By-law Number 7970, as amended to the date of this Agreement and entitled "A By-law to Establish the Hamilton Municipal Retirement Fund", or under the Ontario Municipal Employees Retirement System or on separation from service,
 - (i) If the Member has qualified under the term of this Agreement for seven (7) weeks vacation with pay in the Member's year of retirement or separation from service, is entitled in such event to receive such vacation with pay plus fourteen per cent (14%) of the Member's normal rate of pay earned during the period commencing January 1 in the Member's year of retirement or separation from service to the effective date of such retirement or separation from service, but such rate of pay does not include overtime, court time or other increments.

- (ii) Notwithstanding Clause a (i), for the purpose of calculating the Member's pension, the percentage of vacation pay shall be twelve per cent (12%).
 - (b) If the Member has qualified under the terms of this Agreement for six (6) weeks vacation with pay in the Member's year of retirement or separation from service, is entitled in such event to receive such vacation with pay plus twelve per cent (12%) of the Member's normal rate of pay earned during the period commencing January 1 in the Member's year of retirement or separation from service to the effective date of such retirement or separation from service, but such rate of pay does not include overtime, court time or other increments, or
 - (c) if the Member qualified under the terms of this Agreement for five (5) weeks vacation with pay in the Member's year of retirement or separation from service, is entitled in such event to receive such vacation with pay plus ten per cent (10%) of the Member's normal rate of pay earned during the period commencing January 1 in the Member's year of retirement or separation from service to the effective date of such retirement or separation from service, but such rate of pay does not include overtime, court time or other increments, or
 - (d) if the Member has qualified under the terms of this Agreement for four (4) weeks vacation with pay in the Member's year of retirement or separation from service, is entitled in such event to receive such vacation with pay plus eight per cent (8%) of the Member's normal rate of pay earned during the period commencing January 1 in the Member's year of retirement or separation from service to the effective date of such retirement or separation from service, but such rate of pay does not include overtime, court time or other increments, or
 - (e) if the Member has qualified under the terms of this Agreement for three (3) weeks vacation with pay in the Member's year of retirement or separation from service, is entitled in such event to receive such vacation with pay plus six per cent (6%) of the Member's normal rate of pay earned during the period commencing January 1 in the Member's year of retirement or separation from service to the effective date of such retirement or separation from service, but such rate of pay does not include overtime, court time or other increments, or
 - (f) if the Member has qualified under the terms of this Agreement for two (2) weeks vacation with pay in the Member's year of retirement or separation from service, is entitled in such event to receive such vacation with pay plus four per cent (4%) of the Member's normal rate of pay earned during the period commencing January 1 in the Member's year of retirement or separation from service to the effective date of such retirement or separation from service, but such rate of pay does not include overtime, court time or other increments.
- (8) Any Member who does not qualify for vacation with pay in the year of the Member's retirement or separation from service to be paid such

vacation benefits as are provided under The Employment Standards Act, being Chapter 137 of the Revised Statutes of Ontario, 1980, as amended. Why was this deleted

- (9) Where a Member dies there is to be paid in cash to the Member's estate such amount as represents the vacation with pay to which the Member was entitled at the Member's death.

ARTICLE V

STATUTORY HOLIDAYS AND PROCLAIMED HOLIDAYS

5. (1) Each Member is entitled in each year to the following statutory holidays, and proclaimed holidays with pay on such days as they are observed, with the exception of Remembrance Day which shall be designated as a floating statutory:
- (a) New Years Day, and
 - (b) Good Friday, and
 - (c) Easter Monday, and
 - (d) Victoria Day, and
 - (e) Canada Day, and
 - (f) Civic Holiday, and
 - (g) Labour day, and
 - (h) Thanksgiving Day, and
 - (i) Christmas Day, and
 - (j) Boxing Day, and
 - (k) One lieu day, and
 - (l) Family day, and

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

- (2) where a statutory holiday or a proclaimed holiday is observed on a scheduled day off, the Member is entitled to receive a lieu day off with pay at the Member's normal rate of pay.
- (3) where a Member is required to perform *regular* duties on the day of observance of a statutory holiday or a proclaimed holiday, the Member is entitled to receive a lieu day off with pay at the Member's normal rate of pay.
- (4) During the observance of a statutory holiday or a proclaimed holiday, starting at 0001 hours, the Member is to be paid in cash or to receive lieu time at the option of the Member, at the rate of time and one-half (1-1/2) the Member's normal hourly rate of pay for all hours that are worked on the holiday.
- (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.

ARTICLE VI

PERFORMANCE PAY (2009)

6. (1) Effective January 1, 2008, every Civilian member shall be paid Performance Pay. Performance Pay shall be calculated on their years of service effective on December 31 of each year in accordance with the following chart:

| Completed Years of Service | Performance Pay Jan 1, 2008 |
|----------------------------|--------------------------------|
| Five (5) years | \$150 |
| Ten (10) years | \$300 |
| Fifteen (15) years | \$450 |
| Twenty (20) years | \$700 |
| Twenty Five (25) years | \$800 |
| Thirty (30) years | \$1000 |
| Thirty Five (35) years | \$1200 |

- (2) Each member who qualifies for performance pay is entitled to receive the performance pay, in one installment prior to the 15th day of December, of each year.
- (3) All continuous credited service with the Department (Civilian time included) will be used to calculate performance pay.
- (4) All new Members shall forfeit any performance pay entitlement currently received on becoming a Senior Officer as of January 1st of the year following their becoming a Senior Officer.
- (5) A member must attain a satisfactory evaluation. If a member is judged to “require development” in a specific area of the evaluation, the member must address that specific area by the member’s next evaluation and must attain a satisfactory evaluation. [2008]
- (6) The Board agrees that satisfactory attendance requirements will not be a performance criteria for the purposes of the above noted performance incentive.
- (7) Any member who is denied performance pay, based upon an unsatisfactory performance evaluation, may appeal that decision with the Board or designate, if there has been no resolution at the Chief level.
- (8) It is agreed that a Member has the right to grieve a denial of any Performance Pay denials.

ARTICLE VII

ACTING RANK

7. (1) Where a Member has been directed by the Chief of Police of the Hamilton Police Service to perform, on a temporary basis, duties of a higher rank, the Member is to be paid the normal rate of pay of such higher rank for each period or periods that the Member performs at any time such duties.
- (2) Effective October 14, 2008, where a member performs, on a temporary basis, duties of a higher rank, in excess of three (3) months, such member shall, if promoted, shall be credited this time, up to a maximum of six (6) months time. (2009), this was not agreed as a start date, is was all past service that met the time line.

ARTICLE VIII

TIME-OFF FOR ASSOCIATION BUSINESS

8. (1) Three (3) Members of the Senior Officers' Association are to be allowed time-off with pay to attend meetings of the Board on all matters of bargaining or any other matters concerning the Senior Officers' Association or any Members of the Senior Officers' Association.
- (2) The provisions of this article are subject to the exigencies of the service.

ARTICLE IX

POLICE COLLEGE SUPPLEMENT

9. Each Member
- (1) who is attending an authorized course at the Ontario Police College, the Canadian Police College or at another accredited institution is to be paid a cash allowance of ten dollars (\$10.00) per day for each day the Member is in attendance in class at such course. This daily allowance is in addition to any meal allowance that may be granted.
- (2) who is attending any course where the Member is required to have gymnasium or other equipment is to be paid a cash allowance of fifty dollars (\$50.00) in addition to any other cash allowance.
- (3) 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 traveling expenses to permit;
- (i) one return trip during the said period if out of Province, and
- (ii) one return trip every three (3) weeks during the said period if at the Canadian Police College.

ARTICLE X

CLOTHING AND FOOTWEAR EXPENSES

10. (1) Each Sworn Member is entitled to receive, in cash, a clothing expense of one thousand dollars one hundred (\$1100.00) per year. (2009)
- (2) Notwithstanding section 1, each sworn member is to be provided with uniform clothing as required at the discretion of the Chief of Police or his nominee to ensure that each Member has at all times a complete regulation uniform.
- (3) The Board is to pay the cost of dry cleaning of
- (a) uniforms, including shirts, of Members who perform their police duties in uniform, and
 - (b) plain clothes, including shirts, of Sworn Members who perform their duties in plain clothes, and such dry cleaning is to be arranged by the Chief of Police and is to be done as often as the said Chief in his discretion determines.

ARTICLE XI

OCCUPATIONAL INJURY OR DISEASE

11. (1) Where a member who receives an injury in the course of the performance of police duties, the salary of the member is to be continued as if the accident had not occurred until such time as there is an adjudication of the Workplace Safety and Insurance Board in respect of the said accident.
- (2) Any member
- (a) who receives an injury in the course of the performance of the member's police duties, and
 - (b) who is in receipt of an award from the Workplace Safety and Insurance Board declaring the said injury to be compensable within the meaning of the Workplace Safety and Insurance Act, and
 - (c) when a member is absent by reason of an illness or injury occasioned by or as a result of the member's duty and where an award is made by the Workplace Safety and Insurance Board,

the member shall, in addition to the Workplace Safety and Insurance award, receive such further amounts so as to provide that the total payment to the member not exceed the net pay such member would otherwise have received had the member not been absent provided the member consents, in keeping with the spirit and intent of the "Workplace Safety and Insurance Act", to a release of information regarding the member's ability to perform modified duties. For the purpose of this clause, net pay shall be the pay for the rank of the member as shown in Schedule "A" less those deductions required under Government Statutes, Pension Plans and as provided for in this Agreement.

In any event it is acknowledged that the member's obligation to provide medical information is always subject to the provisions of the Workplace Safety and Insurance Act. Similarly, the employer's obligation to provide modified duties is subject to the

provisions of the Workplace Safety and Insurance Act, the Police Services Act and the Ontario Human Rights Code.

- (3) Notwithstanding any provision of this Agreement, or of Schedule "B" attached hereto, there is to be no deduction from or loss of Cumulative Sick Leave credits under the Cumulative Sick Leave Plan set forth in Schedule "B" attached hereto and forming part of this Agreement.
- (4) Notwithstanding Section 2 of this Article, the Board confirms that with the implementation of this new policy governing members going on Workplace Safety and Insurance Compensation, any member who goes on compensation and is within the last five (5) years of service, this new Policy would not adversely affect the member's pension.
- (5) Where a member is injured as a result of the carrying out of the member's duties and is covered by the Workplace Safety and Insurance Board, the member shall be entitled to vacation and statutory holidays, and where the member is unable to receive the said vacation or statutory holidays, that the member be permitted to carry them over into the succeeding calendar year. If for good cause the member was unable to take them in the succeeding calendar year, that the member be permitted to carry them into the second calendar year following the year in which the member received the injury. When the member carries the vacation or statutory holidays over, the member is entitled to receive the time off and not to receive any payment in lieu.

ARTICLE XII

HOSPITALIZATION, MEDICAL AND DENTAL BENEFITS

12. (1) The Board is to pay one hundred per cent (100%) of the premiums payable for providing for each member, 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 Plan as set out in schedule "C". (1995)
 - (c) a dental plan as set out in Schedule "B".
 - (d) dental coverage at the current Ontario Dental Association fee schedule which shall be adjusted automatically whenever the ODA fee schedule is adjusted. [2002]
- (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.
- (3) A pay direct card system will be implemented in relation to benefits covered under this Agreement. (1998)

ARTICLE XIII

LIFE INSURANCE BENEFITS

13. (1) The Board is to pay one hundred per cent (100%) of the premiums payable for providing each Member with life insurance coverage in an amount equal to two and one-half (2-1/2) times the salary of the Member to the nearest \$1,000.00.
- (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 2 x the salary of an Inspector for accidental death occurring at any time, and
 - (ii) not less than an amount equal to 2 x the salary of an Inspector for the loss of both eyes, both feet, both hands or any combination thereof occurring at any time, and
 - (iii) not less than an amount equal to the salary of an Inspector for the loss of one eye, one hand or one foot or any combination thereof occurring at any time, and
 - (iv) not less than an amount equal to one-half the salary of an Inspector for the loss of a combination of a thumb and index finger of either hand occurring at any time.
- (3) The Board will provide, at its expense, a five thousand dollar (\$5,000.00) life insurance policy for each Member's spouse and a three thousand dollar (\$3,000.00) life insurance policy for each Member's dependent child.
- (4) The Board will provide at its expense, a twenty-five thousand dollar (\$25,000.00) life insurance policy for each Member effective the date of the Member's retirement until age 65 and thereafter a six thousand dollar (\$6,000.00) policy.
- (5) The Board, at the discretion of the Chief of Police, will pay any additional premiums incurred for private insurance coverage purchased by the Member and charged by the insurance company because of the duties and responsibilities assigned to the Member by the Department.
- (6) 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.

ARTICLE XIV

PENSION BENEFITS

14. (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 in force and effect with respect to the Members who were participants under the said by-law at December 31, 1973, during the term of this Agreement, and if such by-law is amended or repealed, without the consent of the Senior Officers' Association, during the term of this Agreement so as to alter, reduce or discontinue the benefits provided thereunder, the Board is to continue such benefits and pay such benefits as if such amending or repealing by-law had not been enacted.
- (b) Those Members receiving seven (7) weeks vacation with pay will, for the purposes of calculating the Member's pension, be credited with twelve per cent (12%) vacation pay.
- (2) Notwithstanding sub-section (1):
- (a) Members in the Hamilton-Wentworth Municipal Retirement Fund have the option of retiring after completing thirty (30) years of credited service with the same benefits as those contained in the Ontario Municipal Employees Retirement System Thirty (30) Year Retirement Supplementary Plan.
- (b) Members of the Hamilton-Wentworth Municipal Retirement Fund who die or retire prior to the completion of thirty-five (35) years of credited service, shall have the same basic survivor benefit as is granted in to the Ontario Municipal Employees Retirement System.
- (c) Notwithstanding Sub-section (b), those Members who have completed thirty-five (35) years of credited service or who have attained the normal retirement age of sixty (60) 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, but not earlier than ninety (90) days prior to the completion of thirty-five (35) years of credited service, the Member has elected any of the existing options available in the Hamilton-Wentworth Employees Retirement Fund as defined and calculated as of December, 1979, with an additional option of an un-reduced ten (10) year guarantee. The ninety (90) days prior to the completion of thirty-five (35) years of credited service is not to be interpreted as exactly ninety (90) days.
- (d) Members who are enrolled in the Ontario Municipal Employees Retirement System shall have the benefits of the (Thirty) 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.
- (3) The Board agrees that any additional benefits granted to civic employees under the provision of City of Hamilton By-law No. 7970, entitled, "To Establish the Hamilton Municipal Retirement Fund" will be automatically granted to those Members of the Senior Officers' Association in the Hamilton-Wentworth Municipal Retirement Fund.

- (4) Members who were participants in the Ontario Municipal Employees Retirement System at December 31, 1973 continue as participants in the Final Average Earnings Basic Pension Benefits Plan in accordance with the requirements of the Ontario Municipal Employees Retirement System.
- (5) That Members of the Association who retire on pension are not to be subject to the .7 actuarial reduction in calculating their pension.
- (6) That Members who will not be able to achieve thirty-five (35) years of service prior to normal retirement be permitted to purchase war service grants for pension purposes.
 - (a) This option must be exercised on or before January 1, 1982.
 - (b) Members purchasing either War Service or Cadet Service and previous unbroken service within the City of Hamilton or the Regional Municipality of Hamilton-Wentworth in 1981 will continue to contribute to the Fund, if they continue to work beyond thirty-five (35) years of credited service for a period equal to the time purchased.
- (7) With respect to any and all articles related to age of retirement or cessation of benefit coverage, it is acknowledged by the parties that the specified age was freely negotiated with full knowledge of potential pending amendments to applicable legislation. (2004)
- (8) The Association proposes that should issues arise during the term of this collective agreement that involve mandatory retirement such items will be discussed between the Association's Bargaining Committee and the Board. (2009)

ARTICLE XV

INCOME REPLACEMENT PLAN

15. (1) Each Member will be eligible to receive Short Term Disability Benefits and Long Term Disability Benefits in accordance with the terms and conditions set out in Schedule "A".
- (2) Effective 1 January 1991, "Cumulative Sick Leave" credits will be frozen at the current levels. Members must elect one of three options for payout of sick leave credits. At death the Member's beneficiary or estate shall be entitled, if applicable, to the sick leave payment remaining to the credit of the Member.

ARTICLE XVI

COMPASSIONATE LEAVE

16. (1) A member is entitled to receive a leave of absence, and to be paid at his / her normal rate of pay for any scheduled working days that fall within the period of the leave. The timing of such leave is to be at the option of the member, provided that the day of the funeral, if any, is to be part of the leave period. The member shall be entitled to receive this benefit in the death of any of the following:[2002]

- [1998] (a) Mother, Stepmother, and
[1998] (b) Father, Stepfather, and
(c) adopting Mother, and
(d) adopting Father, and
(e) Brother, stepbrother [2002] and
(f) Sister, stepsister [2002] and
[1998] (g) Son, Stepson, and
[1998] (h) Daughter, Stepdaughter, and
(i) Spouse, including Common Law Spouse as defined in the Family Law Act, R.S.O. 1990, as amended
(j) Mother-in-law, and
(k) Father-in-law, and
(l) Sister-in-law, and
(m) Brother-in-law, and
(n) Children-in-law, and
(o) Grandparents, and
(p) Grandchildren, and

but such leave of absence in the case of (a) to (k) shall be not more than five (5) days and in the case of (l) to (p) shall be not more than three (3) days. [2002] [*1995]

- (2) In the case of special circumstances and where the member makes an application to the Chief of the Hamilton Police Service [2002], the leave of absence described in subsection (1) of this section may be extended by the said Chief to five (5) days.
- (3) The Chief of Police, subject to the exigencies of the Service, may grant a leave of absence without pay where a member wishes to attend the funeral of a person who is not mentioned in section 16.(1).

ARTICLE XVII

VOLUNTARY PAID DUTY ASSIGNMENTS

17. (1) The rates payable to all ranks for authorized voluntary paid duty shall be one and one half times the normal hourly rate of pay for each rank with a prevailing minimum rate of assignment of three hours.
- (2) Authorized Voluntary Duty is that duty as specifically authorized by the Chief, or a Deputy Chief, or the Hamilton Police Service and as required by the policy of The Workers' Compensation Act of Ontario; and further, the Members are subject to the Code of Discipline as contained in the Regulations to The Police Services Act, Ontario.

ARTICLE XVIII

SENIOR OFFICER ASSOCIATION SECURITY

18. The treasurer of the City of Hamilton is to deduct monthly from each senior officers' wage payment such amount as is prescribed in a written notice signed by the secretary of the Senior Officers' Association and such amounts so deducted are to be remitted to the Treasurer of the Association by the middle of the next month following the month in which such deductions are made, together with a list of the senior officers from whose wages such deductions were made.

ARTICLE XIX

GRIEVANCE PROCEDURE

19. (1) Where a difference arises between the Board and the Senior Officers' Association relating to the interpretation, application, administration or an alleged violation of any agreement,
- (a) Step 1 - the aggrieved Member will first discuss the matter with the Member's command officer, where applicable, in order to reach a settlement. The officer concerned shall render an oral decision within two (2) days, and
 - (b) Step 2 - failing a satisfactory settlement under Step "1" hereof, the grievance is to be reduced to writing and placed before the appropriate Deputy Chief within a period of three (3) working days after the decision rendered under Step "1" is communicated to the person. A written decision shall be rendered by the Deputy Chief within three (3) working days following such meeting, and (2004)
 - (c) Step 3 - failing satisfactory settlement under Step "2" within five (5) working days, the grievance is to be placed before the Chief of Police through the appropriate Bureau Chief concerned. The Chief shall render a decision in writing within a further period of five (5) working days, and
 - (d) Step 4 - failing satisfactory settlement under Step "3", the Senior Officers' Association President may submit the matter in dispute to the Board, which is to render its decision in writing within five (5) weeks of the matter being submitted to it, or if there is no meeting, shall render such decision within two (2) weeks of its next regularly schedule meeting, and
 - (e) Step 5 - failing satisfactory settlement under Step "4", the Senior Officers' Association may, within seven (7) working days after the written decision of the Board, require that the grievance be adjudicated by an arbitrator according to the provisions of the Police Services Act by notifying the Board in writing of its desire to do so.
- (2) No matter is to proceed under step "5" 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.
- (3) The Board is under no obligation to consider or process any grievance unless such grievance has been presented in writing to the Bureau Chief at Step "2" of the grievance procedure, as described in sub-section (1) of this section, within twenty-one (21) days from the time the circumstances upon which the grievance is based were known to the Member.
- (4) Notwithstanding the provisions of this section, the matter of discipline or discharge of a senior officer is not subject to the grievance procedure, but is to be dealt with in accordance with the provisions of the Police Services Act and the Regulations adopted from time to time under the Act.
- (5) The Senior Officers' Association is confined to the grievance and re-dress sought as set forth in the written grievances filed as provided in Step "2" of Sub-section (1) of the section.
- (6) 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.

ARTICLE XX

UNEMPLOYMENT INSURANCE REBATE

20. The members of the Senior Officers Association agree to waive their right to their Unemployment Insurance Rebate.

ARTICLE XXI

EDUCATION

21. (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 \$40,000.00 in 2002 [2002]. 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. A member 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 member'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 Senior Officers and the Active Police Personnel Agreement and the Civilian Police Personnel Agreement.

- (2) Each member 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 member is in attendance in class at such course. This daily allowance is in addition to any meal allowance that may be granted
- (3) Flexible working hours for members enrolled in educational courses recognized under the auspices of this article may be instituted at the Chief's absolute discretion.
- (4) Each member 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 member's residence during that said period.

ARTICLE XXII

LEGAL INDEMNIFICATION

22.1 SWORN:

- (1) The Board shall indemnify members, for reasonable legal costs incurred,
 - (a) in the defence of a civil action, or
 - (b) in the defence of a criminal prosecution, excluding a criminal prosecution in which a member is found guilty of a criminal offence, or
 - (c) in the defence of a statutory prosecution, including an inquiry under Part II of the Police Services Act, or
 - (d) in relation to an attendance required at a Coroner's Inquest, Public Inquiry, a Royal Commission Inquiry, or a hearing before the Ontario Human Rights Tribunal or (2009)
 - (e) subject to paragraph 3 of this Article, where a Member is a subject officer, as designated by the Chief or Designate or by the Special Investigations Unit (S.I.U.) Director or Designate, in an incident investigated by the S.I.U. under the Police Services Act[1998]

if the members were carrying out the lawful execution of their duties in good faith at the time the circumstances giving rise to the cause of action, the charge or the subject matter of the inquiry occurred.
- (2) Notwithstanding the provisions of 22.1(1) above, the member 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 members acting in their capacity as private citizens; unless this action resulted from the member's status as a police officer,
 - (c) discipline charges under the Police Services Act and regulations thereunder,
 - (d) the conduct or actions of a member which amounted to a gross dereliction of the member's duties or deliberate abuse of the member's authority as a police officer,
- (3)
 - (a) Any approval of legal indemnification under subsection (1)(e) of this Article is subject to receipt of the final determination of the Special Investigations Unit that criminal charges or other punitive actions will not be initiated or pursued. [1998]
 - (b) A member who is eligible for legal indemnification under sub-section (1)(e) of this Article must reapply for further legal indemnification, in accordance with this Article, if necessary, following the completion of the Special Investigations Unit investigation, or when an information is laid against the member, whichever occurs first.

- (c) A member will be required to indemnify the Board for any costs which are incurred by it in the event that a criminal charge or other action is initiated or pursued by the S.I.U., where the member is not entitled to indemnification in accordance with the provisions of paragraphs 1 (a) – (c), paragraph 2 and paragraph 4 of this Article. [1998]
 - (d) The provisions of Police Service Policy and Procedure 1.20: S.I.U. will be used to determine a member's classification as a subject officer for legal indemnification purposes in the event of a delay in such determination by the S.I.U. [1998]
- (4) The Board shall provide funds to a member, who is eligible for legal indemnification under the Agreement, for a retainer and for interim payment of legal costs as reasonably requested by the member's counsel, for proceedings in a court of the first instance, upon application by the member in writing within thirty (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 member 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 officer in connection with the criminal charge, appeared to have been consistent with the lawful execution of the member's duties as a police officer, and
 - (b) The funds applied for do not exceed the lesser of two thousand dollars (\$2000) or fifty percent (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 member may apply for additional funds within the terms of this Article, and
 - (c) The member undertakes to indemnify the Board for such funds if the member 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 a member intends to apply for indemnification in order to proceed to any other level of the judicial system, the member 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 sub-section (e) does not restrict the right of the member to the member's choice of Counsel, but only relates to the question of indemnification.
- (5) 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).

22.2 CIVILIAN:

- (1) The Board shall indemnify members, for reasonable legal costs incurred,
 - (a) in the defence of a civil action, or
 - (b) in the defence of a criminal prosecution, excluding a criminal prosecution in which a member is found guilty of a criminal offence, or
 - (c) in the defence of a statutory prosecution, including an inquiry under Part II of the Police Services Act, or (1998)
 - (d) in relation to an attendance required at a Coroner's Inquest, Public Inquiry, a Royal Commission Inquiry, or a hearing before the Ontario Human Rights Tribunal (2009)

if the members were carrying out the lawful execution of their duties in good faith at the time the circumstances giving rise to the cause of action, the charge or the subject matter of the inquiry occurred.

- (2) Notwithstanding the provisions of 22.2(1) above, the member 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 members acting in their capacity as private citizens; or
 - (c) the conduct or actions of a member which amounted to a gross dereliction of the member's duties or deliberate abuse of the member's authority as a member of the service.
- (3) The Board shall provide funds to a member, who is eligible for legal indemnification under the Agreement, for a retainer and for interim payment of legal costs as reasonably requested by the member's counsel, for proceedings in a court of the first instance, upon application by the member in writing within thirty (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 member 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 officer in connection with the criminal charge, appeared to have been consistent with the lawful execution of the member's duties as a police officer, and
 - (b) The funds applied for do not exceed the lesser of two thousand dollars (\$2000) or fifty percent (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 member may apply for additional funds within the terms of this Article, and
 - (c) The member undertakes to indemnify the Board for such funds if the member 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 a member intends to apply for indemnification in order to proceed to any other level of the judicial system, the member 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 sub-section (e) does not restrict the right of the member to the member's choice of Counsel, but only relates to the question of indemnification.

- (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).

SECTION XXIII

PREGNANCY/PARENTAL LEAVE

23. (a) Pregnancy/Parental Leave shall be granted in accordance with the provisions of the Employment Standards Act, the Employment Insurance Act and Schedule "D".
- (b) Where a Member is in receipt of Employment Insurance Benefits under the Employment Insurance Act, the Member shall be paid a supplementary benefit in an amount which provides total compensation to eighty percent (80%) of the Member's regular weekly earnings as per Schedule "D":
- (c) A pregnant Member 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. (2004)

ARTICLE XXIV

PARKING

24. The Board undertakes to provide parking without charge for members while performing their duties.

ARTICLE XXV

LAY-OFF PROCEDURE

25. a) Both parties recognize that job security for employees should increase in proportion to length of service. Therefore, in the event of a lay-off, members shall be laid off in reverse order of seniority, within each member group (Civilian and Sworn). Members shall be recalled in the order of their seniority within their group and no new members for that group will be hired until those laid off have been given the opportunity of recall.
- b) Seniority shall be based on the length of continuous full time employment (civilian or sworn) with the Hamilton Police Service, including unbroken service with those area police forces amalgamated to form the Regional Police Service.

ARTICLE XXVI

LEAVE OF ABSENCE

26. A Member 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

ARTICLE XXVII

PREVIOUS AGREEMENTS, DECISIONS AND AWARDS

27. This agreement is to be interpreted and construed as including in substance all previous agreements, decisions and awards, and notwithstanding the provisions of any such agreements, decision and awards, the provisions of any such agreements, decisions and awards, the provisions of this agreement are to govern and prevail for the senior officers of the Hamilton Police Service.

ARTICLE XXVIII

FAMILY RESPONSIBILITIES LEAVE

- 28 (1) Family leave shall be defined as an absence from employment for the purpose of:
- (a) child care
 - (b) elder care
 - (c) other family care requirements
- (2) Subject to the exigencies of the Service, members may be allowed a leave period of up to five (5) days without pay for family leave purposes, in each calendar year. Leave days may be taken individually or consecutively.

ARTICLE XXIX

RESTRUCTURING

- 29 Not less than sixty (60) days, prior to the restructuring of work now performed by the bargaining unit, the employer shall, by written notice furnish the Senior Officers' Association with information of the planned change(s). The Association is then permitted to make representations on the change(s). (2004)

ARTICLE XXX

DURATION OF AGREEMENT

- 30 (1) Subject to the provisions of this section, this agreement comes into force and effect on the 1st day of January, 2007, and continues in force and effect until December 31, 2009, and thereafter until replaced by a new agreement, decision or award.
- (2) The Board or the Senior Officers' Association may at any time prior to December 31, 2009, serve the other with a written request to bargain, as contemplated by Section 119 of the Police Services Act, for the purpose of entering into an agreement for the year 2010, and, in such event, the said request is to be served on the secretary of the Board or of the Senior Officers' Association, whichever is the case.

IN WITNESS WHEREOF the Board and the Senior Officers' Association have on this _____ day of _____, 2009 affixed their signatures hereto under the hands of their proper officers.

**THE HAMILTON POLICE
SERVICES BOARD**

**THE HAMILTON SENIOR
OFFICERS' ASSOCIATION**

Chair

President

Secretary

Secretary

Chair of Bargaining

SCHEDULE "A"

INCOME REPLACEMENT PLAN

1. **Introduction To Income Protection Plan**

The following Plan is designed to provide the employee with an income if he/she cannot perform his/her normal duties due to illness/non-occupational injury during both short and long term disabilities. This plan replaces the Cumulative Sick Leave Allowances Program and is not intended to duplicate or replace any Worker's Compensation Benefits. An employee will be paid while he/she is disabled until the earlier of;

- (a) the employee returns to work: or
- (b) the employee retires, either at the normal retirement age or opts to retire early; or
- (c) the employee exhausts his/her entitlements under either of the plans: or
- (d) the employee dies.

2. **Definitions**

Employee: For the purposes of this plan an employee is one who is full time and covered by a contractual union agreement which includes the Income Protection Plan.

Employee- New: A new employee is one who is promoted into the Senior Officers Association.

Short Term Disability: This is defined as a period of disability resulting from illness/non-occupational injury as determined by a qualified medical practitioner, which prevents an employee from attending his/her regular work and which extends for a period of not more than twenty-six (26) weeks.

Long Term Disability: This is defined as a period of disability resulting from illness/occupational injury as determined by a qualified medical practitioner, which prevents an employee from attending work and which extends for a period of more than twenty-six (26) weeks.

Pay: For the purpose of this Plan, a week's pay for hourly paid employees shall be the basic hours worked per week multiplied by the employee's standard rate per hour paid on a weekly basis, but shall not include any shift premium, overtime, or other increments.

3. **Commencement Of Income Protection Plan**

A new employee shall commence coverage under the Plan on the first working day following his/her appointment as a Senior Officer.

4. **Seniority Service**

Service for all employees, for the purpose of the Plan, shall mean completed years of service with the Employer as of January 1st in any year, and shall commence from the date of their employment with the Employer and shall be based on full years of service in any year.

Short Term Income Protection Plan

5. Short term coverage will apply to disabilities lasting up to twenty-six (26) weeks and pay will be continued in accordance with the following schedule:

| (i) <u>Seniority Service</u> | <u>Amount Payable</u> | |
|---|-----------------------|-------------------|
| | <u>100% of Pay</u> | <u>70% of Pay</u> |
| From the date of eligibility to December 31st | ----- | plus 15 weeks |
| 1st full year of service as at January 1st | 2 weeks | plus 24 weeks |
| 2nd full year of service as at January 1st | 3 weeks | plus 23 weeks |
| 3rd full year of service as at January 1st | 4 weeks | plus 22 weeks |
| 4th full year of service as at January 1st | 5 weeks | plus 21 weeks |
| 5th full year of service as at January 1st | 6 weeks | plus 20 weeks |
| 6th full year of service as at January 1st | 7 weeks | plus 19 weeks |
| 7th full year of service as at January 1st | 8 weeks | plus 18 weeks |
| 8th full year of service as at January 1st | 9 weeks | plus 17 weeks |
| 9th full year of service as at January 1st | 10 weeks | plus 16 weeks |
| 10th full year of service as at January 1st | 11 weeks | plus 15 weeks |
| 11th full year of service as at January 1st | 12 weeks | plus 14 weeks |
| 12th full year of service as at January 1st | 13 weeks | plus 13 weeks |
| 13th full year of service as at January 1st | 14 weeks | plus 12 weeks |
| 14th full year of service as at January 1st | 15 weeks | plus 11 weeks |
| 15th full year of service as at January 1st | 16 weeks | plus 10 weeks |
| 16th full year of service as at January 1st | 17 weeks | plus 9 weeks |
| 17th full year of service as at January 1st | 18 weeks | plus 8 weeks |
| 18th full year of service as at January 1st | 19 weeks | plus 7 weeks |
| 19th full year of service as at January 1st | 20 weeks | plus 6 weeks |
| 20th full year of service as at January 1st | 21 weeks | plus 5 weeks |
| 21st full year of service as at January 1st | 22 weeks | plus 4 weeks |
| 22nd full year of service as at January 1st | 23 weeks | plus 3 weeks |
| 23rd full year of service as at January 1st | 24 weeks | plus 2 weeks |
| 24th full year of service as at January 1st | 25 weeks | plus 1 week |
| 25th full year of service as at January 1st | 26 weeks | plus 0 weeks |

Where available, sick leave credits may be used to extend the payment of 100% weeks.

- (ii) Payments from the previous-noted schedule will be made on the following basis with the provision that any absence due to illness/non-occupational injury will constitute an occasion:
 - (a) from the first day of absence for the first absence in a calendar year, and
 - (b) from the first day of the second absence in the calendar year, and
 - (c) from the second day of the third absence in the calendar year, and
 - (d) from the third day of the fourth absence in the calendar year, and
 - (e) from the fourth day of the fifth and subsequent absences in a calendar year.

- (iii) Where available, sick leave credits may be used to replace the unpaid days as provided for in (b), (c), and (d) above.
 - (iv) When an employee can demonstrate to the Employer that he/she can only attend his/her physician as part of regular ongoing treatments during the day, the absences shall collectively constitute once occasion for the purposes of this plan. In order for this to occur, the employee must provide the Employer with documentation from his/her physician at the commencement of the ongoing treatment program, outlining the anticipated schedule for treatments, including dates when the series will likely commence and cease.
6. (i) Payments will be made for a maximum of twenty-six (26) weeks during any one continuous period of disability.
- (a) Successive absences due to the same or a related cause will be considered as one continuous period of disability unless separated by return to active employment for a period of three (3) months.
 - (b) A disability due to a different cause will be considered a new period after a return to active employment for one month.
7. (a) (i) No Income Protection Plan benefits will be payable during a period of pregnancy leave absence to which an employee is entitled under the Employment Standards Act, or during any such longer period of pregnancy leave for which the employee has applied and been approved by the Employer.
- (ii) Short term disability payments will be offset by any disability benefits payable to the employee from the Canada Pension Plan.
 - (iii) An employee who is engaged in outside employment apart from his/her employment with the Hamilton Police Services Board is not entitled to any benefits under the provisions of the short term income protection plan for any occupational injury or sickness sustained during such periods of outside employment.
- (b) (i) The Employer will continue to pay fringe benefits costs including Dental, Major Medical (Drugs), Extended Medical benefits, Life Insurance, etc., and any other applicable benefits negotiated for a period until the Officer and spouse has attained age 65 in accordance with the collective agreement. Where required, payroll deductions for pension purposes will continue to be made.
8. Regulations
- (i) An employee shall on the first day of illness/non-occupational injury, report or cause to report such illness/non-occupational injury to his/her Supervisor.
 - (ii) An employee who fails to report on the first day that he/she is absent from work due to illness/non-occupational injury shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.

- (iii) Upon receiving notice of an employee's illness/non-occupational injury, the Supervisor shall on the same day report such illness/non-occupational injury on the Daily Absence Status Report as provided by Personnel (from the Region's Human Resources).
 - (iv) An employee whose illness/non-occupational injury extends to the third working day shall, on or before the third working day, file a doctor's certificate with the Supervisor.
 - (v) Where the Supervisor has reason to believe that absence of the employee was not due to illness/non-occupational injury, the Supervisor may demand a doctor's certificate for one day of absence.
 - (vi) An employee whose illness/non-occupational injury extends to fifteen (15) consecutive working days shall, on the fifteenth (15) day and for every subsequent fifteen (15) working days, file a doctor's certificate with his/her Supervisor.
 - (vii) An employee failing to file a doctor's certificate pursuant to Regulation (iv) or Regulation (v) or Regulation (vi) shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.
9. An employee who has been absent on six occasions under this plan in a calendar year shall then be placed on the mandatory doctor's certificate list. We believe that his is out of the Associations contract and under me too should be removed. Also cost of a requested Dr.s note is the responsibility of the Service.
10. The Supervisor is responsible for reporting to Personnel and the City's Human Resources all cases of illness/non-occupational injury, periods of lay-off, termination of service, and absenteeism relative to administration of the Income Protection Plan.
11. The Manager of Human Resources
- (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.
12. On retirement or death of an employee the Commissioner of Human Resources shall advise those responsible for Department payrolls of the number of days of cumulative sick leave standing to the credit of an employee at the date of his/her retirement or death.

Long Term Disability Plan

13. Eligibility

All permanent Senior Officers who have not attained age 60 (65 for Civilian Senior Officers)

14. Effective Date of Benefits

Your coverage will become effective on your date of eligibility, provided you are actively at work on a full-time basis. If you are not actively at work on the date insurance would normally commence, coverage will begin on your return to work full-time for full pay.

15. Long Term Disability Benefit

The Long Term Disability insurance provides income security should you become totally disabled prior to age 60 (65 for Civilian Senior Officers) due to a sickness or injury which totally disables you over a long period of time. the Plan provides you with coverage on and off the job.

16. Monthly Benefits

Your monthly benefit is equal to 66 2/3% of your normal monthly earnings which are defined as your base rate times the regular hours per week and excludes overtime pay. This amount is reduced by an income payable to you as a result of your disability from any of the following sources:

- (i) Sick Pay from the Region on behalf of the Police Services Board.
- (ii) Any other group insurance disability benefits arranged through the Employer or any professional association.
- (iii) Retirement benefits from the City/Region, or a government plan.
- (iv) Governmental disability benefits.
- (v) Worker's Compensation benefits.
- (vi) Canada or Quebec Pension Plan benefits (excluding benefits for dependents and automatic adjustment due to Cost of Living Index while receiving benefit).

If you are receiving other disability income, the monthly benefit under this Plan will be reduced so that disability income you receive from all sources does not exceed 80% of your regular monthly earnings at the time you became disabled.

17. Commencement Of Benefits

The benefits commence six (6) months from the date that disability began, which shall include the period of payment under the terms of the Short Term Income Protection Plan. Proof of disability must be submitted within six (6) months following the Qualifying Period.

18. Benefit Period

Following the Qualifying Period you will receive a monthly income until the earlier of:

- (i) Attainment of age 60 (65 for Civilian Senior Officers)
- (ii) Cessation of total disability
- (iii) Attainment of date of receipt of a pension from OMERS or the Hamilton Wentworth Retirement Fund
- (iv) death

19. (i) Definition Of Total Disability

Total disability means that you are unable, because of sickness or accident, to perform the duties of your regular occupation. This definition applies for the first twenty-four (24) months of payments. After this time, the inability to perform any occupation for which you are reasonably fitted by training, education, or experience and provides 66 2/3% of current pre-disability monthly earnings will constitute total disability.

(ii) Recurrent Disabilities

A recurrence of total disability due to the same or related causes will be treated as the same disability unless the member returned to work full time for more than:

- (a) 1 month if satisfying the qualifying period, or
- (b) 6 months if receiving the disability benefits.

20. Rehabilitative Employment

If during the first twenty-four (24) months of payments you are able to engage in some work and earn some income, the Plan will continue to pay you a reduced basis. The benefit amount will be reduced by 50% of the wages or earnings which you receive from such employment during this twenty-four (24) month period.

Your income from all sources during this period of rehabilitative employment must not exceed 90% of your basic wages from your normal occupation immediately prior to your total disability.

21. Waiver of Premium

Premiums falling due within a period when benefits are payable are waived.

22. Termination Of Employment

Your Long Term Disability benefit terminates when you terminate your employment. If you are disabled at the time of termination you may still be eligible for Long Term Disability benefits in accordance with the provisions of the Plan.

23. Exceptions And Limitations

Benefits are not payable for the following:

- (i) A disability where you are not under continuing medical supervision and treatment.
- (ii) A disability caused by intentionally self-inflicted injuries or illness while sane, or self-inflicting injuries or illness while insane.
- (iii) A disability resulting from insurrection, war, service in the armed forces of any country.

- (iv) Pregnancy related disabilities during any period you are on pregnancy leave of absence to which you are entitled under applicable Provincial statues or mutually agreed to by you and the City/Region.
- (v) Alcoholism, drug addiction or any mental condition connected therewith, unless the insured person is under active treatment in, or certified as being actively supervised by a rehabilitation center or Provincially designated institution.
- (vi) If your disability is due to a nervous, mental, psychological or emotional disorder, payments will not be made unless you are under the care of a registered specialist in psychiatry, or a doctor approved by a registered specialist in psychiatry.

24. Cost Of The Plan

The premiums will be paid in full by the Police Services Board.

25. Taxability Of Benefits

Because the premiums are paid by the Police Services Board, all benefit payments from the Plan during a period of disability are considered as taxable income.

26. Claims

To make a Long Term Disability claim, obtain a claim form from the Human Resources Center, have your doctor complete the form and return it to the Human Resources Center.

In order to be eligible for payment, claims must be submitted no later than six (6) months following the Qualifying Period.

SCHEDULE "B"

CANADA LIFE DENTAL PLAN

DENTAL BENEFIT

- Part I - Diagnostic, preventative, minor restorative, minor surgical charges
- Part II - Edodontics, periodontics, major surgical charges, Denture Adjustments Repairs, Rebasing 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 XII (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)

Without going through every line – is this the same as the new Assoc. benefits?

PART 1

A. Diagnostic

(a) Examinations:

01110, 01120, 01130, 01400, but not more than one (1) examination in any period of nine (9) consecutive months for the member and his spouse and six (6) months for dependent children. [2002]

01300.

(2) X-rays:

02100, 02120, 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, 0205, 02600, 02701, 02702, 02703, 02704, 02705, 02800, 02920, 0930

(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

- (a) 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) Anesthesia, used in conjunction with oral surgery, periodontal surgery, fractures and dislocations:

92110, 92121, 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:

4300, 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) Alveoplasty:
73110.
- (3) Gengivoplasty and/or Stomatoplasty:
73119.

- (4) Surgical Excision:
74108, 74109, 74408, 74409.
- (5) Surgical Incision:
75100, 75110.
- (6) Fractures:
76198, 76250, 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, 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

Orthodontics

Maximum Benefit Payable

Part IV 50 % to a lifetime maximum of \$3,000.00 per member, spouse and dependant child. (2002)

Orthodontics

Coverage is provided at eighty percent (50%) of the dentist's charge, or at 80% 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 three thousand dollars (\$3,000.00). per member, spouse and dependant child. (2009)

SCHEDULE "C"

EXTENDED HEALTH CARE BENEFITS (1995)

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)
 - (i) 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.
 - (ii) The drug plan will allow for the substitution of generic drugs unless otherwise specifically prescribed by a physician.(2004)
 - (iii) The maximum amount allowable for a prescription drug dispensing fee is nine dollars (\$9.00) per prescription. (1998)
- (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) Orthotics

Charges for Orthotics prescribed by a physician to a maximum benefit of five hundred (\$500.00) annually.

Orthotics must be medically necessary and accompanied by a physician's letter of referral (medical doctor, chiroprapist or podiatrist)

The above noted maximum shall not apply to dependents under 18 years of age.

The usual retail cost of any additional item(s) / enticements included with the purchase of orthotics or custom-made shoes must be deducted from any invoice presented to Liberty Mutual. (2004)

- (d) 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.

- (e) 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 member 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 member is a resident for :

- (a) Room and board in a licensed hospital up to ward level for each day that the member 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 one hundred dollars (\$100.00) per hour to a maximum of one thousand dollars two hundred and fifty dollars (\$1,250.00) during a benefit year in all. (2009)

- (12) Charges for Hearing Aids prescribed by a physician certified as an Otolaryngologist, to a maximum benefit of three hundred (\$300.00) every two (2) years. [2002]

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

Up to a total amount of three hundred and fifty (\$350) per person in any period of twenty-four (24) consecutive months for eyeglasses or contact lenses, when provided on the written prescription of a medical doctor or optometrist, and / or the cost of the eye examination. Sunglasses or eyeglasses for cosmetic purposes are not included. (2009)

Hospitalization

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) Alternative Medicine: Naturopaths and Acupuncture (2009)
- (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.

Pay Direct System

A pay direct card system shall be used by the parties in relation to all extended health care benefit coverage provided under this Agreement, except only where the benefit provider refuses, or is unable, to participate in the pay direct system

SCHEDULE "D"

(2009)

Supplementary Unemployment Benefit Plan

(SUB Plan)

1. The objective of the Plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by pregnancy/parental or adoption.
2. This Plan covers both civilian and sworn employees who fall within the jurisdiction of Collective Agreements signed by the Hamilton Police Services Board and the Hamilton Senior Officers Association.
3. Employees must apply for the employment insurance benefit before SUB becomes payable.
4. Employees disentitled or disqualified from receiving E.I. benefits are not eligible for SUB.
5. Employees do not have a vested right to SUB payments except for supplementation of E.I. benefits for the unemployment period as specified in the Plan.
6. The benefit level paid under this Plan is set at 80% of the employee's normal weekly salary. It is understood that in any week, the total amount of SUB, employment insurance, cross benefits, and any other earnings received by the employee will not exceed 95% of the employee's normal weekly earnings. (2009)
7. The maximum number of weeks for which SUB is payable is thirty (30) weeks including fifteen (15) weeks of parental benefits. (2009)
8. In respect of the two (2) week non paid waiting period under the Employment Insurance Act, which commences at the beginning of the members pregnancy leave, the member shall be paid 80% of her regular weekly salary but with any other earnings received will not exceed 95% of the member's regular weekly salary. (2009)
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 E.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.

SCHEDULE “E”

Senior Officer Salary Schedule

Superintendents

- Retro active to January 1, 2007 add – 3.75% to all rates.
- Effective January 1, 2008 (retro active if applicable) add – 3.5% to all rates.
- Effective January 1, 2009 add – 3% to all rates.

| RANK | 2007 | 2008 | 2009 |
|-------------------------|--------------|--------------|--------------|
| Superintendent - Step 1 | \$127,920.64 | \$132,397.86 | \$136,369.80 |
| Superintendent - Step 2 | \$131,557.08 | \$136,161.57 | \$140,246.42 |
| Superintendent - Step 3 | \$133,746.20 | \$138,427.32 | \$142,580.14 |

Inspectors

- Retro active to January 1, 2007, add – 3.75% to all rates
- Effective January 1, 2008 (retro active if applicable) add – 3.5% to all rates
- Effective January 1, 2009 add – 3% to all rates.

| RANK | 2007 | 2008 | 2009 |
|--------------------|--------------|--------------|--------------|
| Inspector - Step 1 | \$111,087.20 | \$114,975.25 | \$118,424.51 |
| Inspector - Step 2 | \$115,970.71 | \$120,029.69 | \$123,630.58 |
| Inspector - Step 3 | \$118,509.48 | \$122,657.31 | \$126,337.03 |

CIVILIAN:

Schedule “E” Civilian Salaries: amend the salary rates by adding the following wage increases to all rates:

- Retro active to January 1, 2007 add – 3.5% to all rates.
- Effective January 1, 2008 (retro active if applicable) add – 3.5% to all rates.
- Effective January 1, 2009 (retro active if applicable) add – 3% to all rates.
- No change to the increments for progression from entry to top of pay classification.

| Job Title | Step | Effective Jan 1/07 | Effective Jan 1/08 | Effective Jan 1/09 |
|--|-------------|-------------------------------|-------------------------------|-------------------------------|
| Assistant Manager - Human Resources | 1 | \$65,157.22 | \$67,437.72 | \$69,460.85 |
| | 2 | \$68,993.05 | \$71,407.80 | \$73,550.04 |
| | 3 | \$72,824.55 | \$75,373.41 | \$77,634.61 |
| | 4 | \$76,653.90 | \$79,336.79 | \$81,716.89 |
| Manager - Records Business Centre and Supply Services | 1 | \$91,535.26 | \$94,739.00 | \$97,581.17 |
| | 2 | \$95,401.31 | \$98,740.35 | \$101,702.57 |
| | 3 | \$99,273.83 | \$102,748.41 | \$105,830.87 |
| | 4 | \$103,139.88 | \$106,749.77 | \$109,952.26 |
| Manager - Fleet, Facilities and Supply Services and Graphics | 1 | \$91,535.26 | \$94,739.00 | \$97,581.17 |
| | 2 | \$95,401.31 | \$98,740.35 | \$101,702.57 |
| | 3 | \$99,273.83 | \$102,748.41 | \$105,830.87 |
| | 4 | \$103,139.88 | \$106,749.77 | \$109,952.26 |
| Legal Services Secretary | 1 | \$41,127.73 | \$42,567.20 | \$43,844.22 |
| | 2 | \$43,541.04 | \$45,064.98 | \$46,416.93 |
| | 3 | \$45,960.83 | \$47,569.45 | \$48,996.54 |
| | 4 | \$48,382.77 | \$50,076.17 | \$51,578.45 |
| Administrative Assistant - Deputy Chief | 1 | \$46,431.40 | \$48,056.50 | \$49,498.19 |
| | 2 | \$49,155.55 | \$50,875.99 | \$52,402.27 |
| | 3 | \$51,888.33 | \$53,704.42 | \$55,315.55 |
| | 4 | \$54,621.11 | \$56,532.85 | \$58,228.84 |
| Chief's Executive Assistant | 1 | \$50,025.46 | \$51,776.35 | \$53,329.64 |
| | 2 | \$52,974.10 | \$54,828.20 | \$56,473.04 |
| | 3 | \$55,909.79 | \$57,866.64 | \$59,602.64 |
| | 4 | \$58,856.28 | \$60,916.25 | \$62,743.74 |
| Manager - Information Services | 1 | \$91,600.02 | \$94,806.02 | \$97,650.20 |
| | 2 | \$98,928.45 | \$102,390.95 | \$105,462.68 |
| | 3 | \$106,844.03 | \$110,583.57 | \$113,901.07 |
| | 4 | \$115,392.07 | \$119,430.79 | \$123,013.71 |

| | | | | |
|-----------------------------|---|--------------|--------------|--------------|
| Chief Accountant | 1 | \$90,307.02 | \$93,467.77 | \$96,271.80 |
| | 2 | \$97,838.36 | \$101,262.71 | \$104,300.59 |
| | 3 | \$105,361.07 | \$109,048.71 | \$112,320.17 |
| | 4 | \$113,790.39 | \$117,773.05 | \$121,306.24 |
| Manager- Corporate Planning | 1 | \$84,929.96 | \$87,902.51 | \$90,539.58 |
| | 2 | \$88,519.70 | \$91,617.89 | \$94,366.43 |
| | 3 | \$92,107.29 | \$95,331.05 | \$98,190.98 |
| | 4 | \$95,699.20 | \$99,048.67 | \$102,020.13 |
| Communications Co-ordinator | 1 | \$79,641.40 | \$82,428.85 | \$84,901.71 |
| | 2 | \$84,329.87 | \$87,281.42 | \$89,899.86 |
| | 3 | \$89,014.02 | \$92,129.51 | \$94,893.40 |
| | 4 | \$93,698.18 | \$96,977.61 | \$99,886.94 |

NOTE: Annual Salaries could vary slightly due to rounding

SCHEDULE “F”

Part-time and Temporary Full-time Members

Definitions:

- (a) A Part-time Member: A part-time member is defined as a member who regularly works less than 104 hours per month. A part-time member may exceed 104 hours per month where an emergency unscheduled situation arises and all other means have been exhausted in an effort to eliminate a staffing shortage, or otherwise by agreement of the parties.
- (b) Temporary Full-Time Member: A temporary full-time member is defined as:
 - (i) a member who takes the place of a regular full-time member who is absent on a leave of absence, including pregnancy/parental leave, extended periods of sick leave and/or leave for compensable injuries,
 - (ii) a member who takes the place of a regular full time member during vacation periods not to exceed 240 hours annually, or during training periods, or for bridging for a period not to exceed 90 days, unless extended by mutual consent of the parties. “Bridging” is defined as filling a permanent vacancy on a temporary basis until the contractual costing/hiring process is completed, and/or
 - (iii) a special project monitor hired in accordance with the Service’s needs arising out of special projects, provided such persons shall not been employed for more than six months in any twelve month period, subject to extension by agreement of the parties.

NOTE:

- (a) It is agreed that the Collective Agreement shall not apply to:
 - (i) Special skills monitors who are hired for their specialized language skills or single projects only; or
 - (ii) Casual members 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 Association will be notified each time a part-time or temporary full-time member as defined herein is retained.

Collective Agreement Articles

- 1. The following Articles of the Collective Agreement shall be included in and form part of Schedule “F”:

1(2), 2(1), 9(1), 10(2), 10(3), 11(2), 11(4), 14(2)(d), 19(1), 19(2), 19(3), 19(4), 22(1), 22(2), 22(3), 22(4), 23, 27, Schedule “E”, Schedule “F”

Hours of Work

- 2. The Standard hours of work for part-time and temporary full-time members shall be as required

Seniority and Probation

- 3. Part-time members and temporary full-time members shall earn seniority on the basis that 2,080 hours of work shall equal one (1) year of service.(1995)

4. Seniority, for the purposes of this policy, shall be determined based upon the hours of work performed by the member for the Hamilton Police Service. Hours of work shall be calculated continuously commencing on the first date upon which the member performed full time, part-time and/or temporary full time duties for the Police Service under any collective agreement. (1995)

Vacation and Benefit Entitlement

5. Part-time members and full-time temporary members 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 "F". (1995)
6. Part-time and temporary full-time members 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 "F". (1995)
7. Where a part-time or temporary full time member is awarded a full time position, the member's credited service as a part-time or temporary member shall be credited towards his/her annual leave entitlement as a full time member but not taken into consideration for annual leave signing purposes. The effective date of this clause is January 1, 1992 and is to be applied to all members hired after January 1, 1981.(1995)
8. Vacation entitlement for part-time or temporary full-time members who become full time members of the Service will be in accordance with Article 5.1(b), based on credited service (actual time worked) accumulated as per Schedule "F". Entitlement will commence the January 1st following the date of hire as a full time member. Because vacation is calculated on the basis of past service, and because during that period of time a part-time or temporary member has been paid vacation pay, the amount which has been paid to the member during the year immediately prior to the January 1st where vacation entitlement commences, namely 4% converted to the equivalent in days/time, will be deducted from the vacation entitlement in the first year of service. (1995)
9. For part-time and temporary full time members, the Board shall pay fourteen per cent (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 members 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 eight per cent (8%). (1995)

Leave of Absence

10. The provisions of Article XXVI of the Collective Agreement shall apply to Schedule "F" members on the understanding that any such leave granted shall be without pay.(1995)

Filling of Vacancies

11. Part time and temporary full time members may apply for full time vacancies based upon internal postings provided the member is on any part-time/temporary full time list with the Police Service. (1995)

Salaries

12. It is agreed and understood that part-time members and temporary full time members shall receive the minimum salaries of the classification in which they are placed, and shall be entitled to annual increments upon completion of sufficient hours to equal one year of seniority. (1995)

Shift Cancellation

13. Part-time members who have been advised to report for duty by supervisory personnel shall receive not less than four hours advance notice if their hours of work are cancelled.
14. If a part time member is notified of a cancellation of work less than four hours in advance of his/her scheduled shift, that member shall either be assigned to work four hours at the member's regular pay or receive four hours pay, at the option and discretion of the supervisor, unless circumstances were such that the required notice could not be reasonably

LETTER OF UNDERSTANDING: DUTY OFFICER

B E T W E E N :

**THE HAMILTON POLICE SERVICES BOARD
("The Board")**

and

**THE HAMILTON POLICE SENIOR OFFICERS' ASSOCIATION
("The SOA")**

Each of the 14 Senior Officers would cover one 7-day period every 14 weeks. During their week of Senior Officers duty they would be responsible to be available on a pager / cell-phone from 4:30 p.m. to 7:30 a.m. Monday through Friday and on a 24-hour per day basis on weekends and statutory holidays to respond to incidents that require a senior officer to attend, in accordance with the Provincial Adequacy Standards and the Policies and Procedures of the Police Service. During this period they would not be required to attend at work and will be entitled to have a vehicle provided to them. The Police Service will assume responsibility for defending, negotiating and if necessary indemnifying Senior Officers for any claim by the Canada Customs and Revenue Agency relating to the use of the vehicle during the coverage period set out above. The Deputy Chief of Operations will develop a protocol to ensure that the Senior Officers are notified only of incidents requiring their attendance as set out above.

Holidays and Duty Officer signings will be carried out in a manner that would ensure that at least one of the Senior Officers is on duty during the week in their Division.

Dated this _____ day of _____, 2009.

**THE HAMILTON POLICE
SERVICES BOARD**

**THE HAMILTON SENIOR
OFFICERS' ASSOCIATION**

Chair

President

Secretary

Secretary

Chair of Bargaining

LETTER OF UNDERSTANDING

B E T W E E N :

**THE HAMILTON POLICE SERVICES BOARD
("The Board")**

and

**THE HAMILTON POLICE SENIOR OFFICERS' ASSOCIATION
("The SOA")**

The parties agree that the "Letter of Understanding, Duty Officer" dated October 25, 2002 shall remain in force for the duration of this Collective Agreement.

Dated this _____ day of _____, 2009.

**THE HAMILTON POLICE
SERVICES BOARD**

**THE HAMILTON SENIOR
OFFICERS' ASSOCIATION**

Chair

President

Secretary

Secretary

Chair of Bargaining

LETTER OF INTENT: Vacation – Direct Entry (Civilian) (2009)

Between

THE HAMILTON POLICE SERVICES BOARD
(The Board)

And

THE HAMILTON POLICE SENIOR OFFICERS ASSOCIATION
(The SOA)

The parties agree that there may be merit in providing new employees hired after January 1, 2008, an opportunity to obtain additional vacation time through the utilization of prior work experience. All prior work experience would be reviewed by the Manager for Human Resources with a report to the Chief of Police for approval. Once approval has been received, the member will be credited with such service in the calculation of their vacation entitlement.

Dated this _____ day of _____, 2009.

**THE HAMILTON POLICE
SERVICES BOARD**

**THE HAMILTON SENIOR
OFFICERS' ASSOCIATION**

Chair

President

Secretary

Secretary

Chair of Bargaining

LETTER OF INTENT: Benefit Entitlement (Me too clause) (2009)

Between

THE HAMILTON POLICE SERVICES BOARD
(The Board)

And

THE HAMILTON POLICE SENIOR OFFICERS ASSOCIATION
(The SOA)

It is the intent of Article 1 (3) (d) to ensure that the Senior Officer's Association is entitled to not less than the employee benefits granted from time to time to the members of the Hamilton Police Association in the current and subsequent Agreements between the Members Association and the Board. It is an understanding between the parties that with all changes automatically made to the employee benefits granted, the parties are not required to re-bargain these benefits.

Therefore, the Board agrees that Article 1 (3) (d) shall be interpreted as follows:

- Any changes to the mentioned benefits of the Hamilton Police Association shall be implemented
- Such benefit adjustments will be implemented on the identical date(s) as those of the Hamilton Police Association.

Dated this _____ day of _____, 2009.

**THE HAMILTON POLICE
SERVICES BOARD**

**THE HAMILTON SENIOR
OFFICERS' ASSOCIATION**

Chair

President

Secretary

Secretary

Chair of Bargaining

LETTER OF INTENT: Education / Professional Development (2009)

Between

THE HAMILTON POLICE SERVICES BOARD
(Hereafter Known as the Board)

And

THE HAMILTON POLICE SENIOR OFFICERS ASSOCIATION
(The SOA)

The parties agree to constitute a Joint Working Committee that will be tasked with the following:

- To review the current best practices with respect to Education / Professional Development policy including but not limited to the selection of personnel to attend future educational opportunities
- To prepare a draft recommendation(s) pertaining to matters of Education / Professional Development for approval by the Chief of Police

The joint Working Committee will be constituted with three (3) Management representatives and three (3) Association representatives. The committee will be constituted within thirty (30) days of ratification of the Collective Agreement and will complete their work by December 31, 2009.

Dated this _____ day of _____, 2009.

**THE HAMILTON POLICE
SERVICES BOARD**

**THE HAMILTON POLICE SENIOR
OFFICERS' ASSOCIATION**

Chair

President

Secretary

Secretary

Chair of Bargaining

Medical Benefits for Retirees Beyond age 65 Who Retire During the Life of This Collective Agreement (2009)

1. A Health and Dental Spending Account (“Spending Account”) shall be extended to those members, Police or Civilian, who retired during the time period commencing January 1, 2007. The Spending Account will apply to members and eligible dependants.
2. The Spending Account will be available to members for the five (5) years immediately following the member’s 65th birthday or until death, whichever comes first.
3. The Spending Account will be to a maximum of two thousand five hundred (\$2,500.00) per annum and will cover eligible Health and Dental Benefits available to the members under the current Collective Agreement.
4. All claims against the Spending Account will reflect the eligible maximums as outlined in the current Collective Agreement.
5. All claims against the Spending Account must be accompanied by the original itemized statement and/or receipt from the medical service provider.

Dated this _____ day of _____, 2009.

**THE HAMILTON POLICE
SERVICES BOARD**

**THE HAMILTON POLICE SENIOR
OFFICERS' ASSOCIATION**

Chair

President

Secretary

Secretary

Chair of Bargaining

LETTER OF INTENT: Committee to review compressed hours of work (2009)

Between

THE HAMILTON POLICE SERVICES BOARD
(The Board)

And

THE HAMILTON POLICE SENIOR OFFICERS ASSOCIATION
(The SOA)

The parties agree to constitute a Joint Working Committee that will be tasked with the following:

- To review the current best practices compressed hours of work.
- To prepare a draft pertaining to matters of compressed hours of work for the Chief of Police.

The joint Working Committee will be constituted with three (3) Management representatives and three (3) Association representatives. The committee will be constituted within sixty (60) days of ratification of the Collective Agreement and will complete their work within six (6) months.

Dated this _____ day of _____, 2009.

**THE HAMILTON POLICE
SERVICES BOARD**

**THE HAMILTON SENIOR
OFFICERS' ASSOCIATION**

Chair

President

Secretary

Secretary

Chair of Bargaining

LETTER OF INTENT: Promotional Process (2009)

Between

THE HAMILTON POLICE SERVICES BOARD
(The Board)

And

THE HAMILTON POLICE SENIOR OFFICERS ASSOCIATION
(The SOA)

The parties agree to constitute a Joint Working Committee that will be tasked with the following:

- To review the current Promotional Process.
- To prepare a policy with respect to a yearly promotional process.

The joint Working Committee will be constituted with three (3) Management representatives and three (3) Association representatives. The committee will be meeting within the timelines of this agreement.

Dated this _____ day of _____, 2009.

**THE HAMILTON POLICE
SERVICES BOARD**

**THE HAMILTON SENIOR
OFFICERS' ASSOCIATION**

Chair

President

Secretary

Secretary

Chair of Bargaining

LETTER OF INTENT: Pay Equity / Job Evaluation (2009)

Between

THE HAMILTON POLICE SERVICES BOARD
(The Board)

And

THE HAMILTON POLICE SENIOR OFFICERS ASSOCIATION
(The SOA)

In recognition of the Letter of Understanding contained in the 2004 – 2006 agreement between the Board and the Association with regards to a Job Evaluation Plan Development:

- Both the Board and Association agreed to a new plan.
- The three positions identified in the Letter of Understanding were evaluated under the agreed to plan.
- The parties agree to fully implement this plan to ensure pay equity compliance.
- The parties agree that a new wage schedule will have to be jointly developed, in conjunction with the consultant.
- The remaining eight civilian positions will have to be evaluated.
- The parties agree to have the agreed to consultant, who evaluated the three positions mentioned above, independently evaluate the remaining positions.
- The parties agree to finalize and implement the plan agreement once finalized.
- The process will start not later than sixty (60) days from the signing of this memorandum
- The Association and the Board appoint an equal number of representatives to the Job Evaluation Steering Committee.
- The Association and the Board jointly determine the terms of the application of the Job Evaluation process.

Dated this _____ day of _____, 2009.

**THE HAMILTON POLICE
SERVICES BOARD**

**THE HAMILTON POLICE SENIOR
OFFICERS' ASSOCIATION**

Chair

President

Secretary

Secretary

Chair of Bargaining

LETTER OF INTENT: JOINT COMMITTEE TO DISCUSS LEGAL INDEMNIFICATION (2009)

Between

THE HAMILTON POLICE SERVICES BOARD
(The Board)

And

THE HAMILTON POLICE SENIOR OFFICERS ASSOCIATION
(The SOA)

The parties agree to constitute a Joint Working Committee that will be tasked with the following:

- Review the current language with respect to legal indemnification
- To prepare, if required, draft recommendation(s) for any suggested amendment(s) to the current language for approval by the Police Services Board

The joint Working Committee will be constituted with three (3) Management representatives and three (3) Association representatives. The committee will be constituted within thirty (30) days of ratification of the Collective Agreement and will complete their work by December 31, 2009.

Dated this _____ day of _____, 2009.

**THE HAMILTON POLICE
SERVICES BOARD**

**THE HAMILTON POLICE SENIOR
OFFICERS' ASSOCIATION**

Chair

President

Secretary

Secretary

Chair of Bargaining