IN THE MATTER OF AN INTEREST ARBITRATION

Pursuant to the *Ontario Police Services Act*

BETWEEN:

The Hamilton Police Services Board

and

The Hamilton Police Association

Before:	William Kaplan Sole Arbitrator
Appearances:	
For the Hamilton Police Services Board:	Glenn Christie Larissa Putt Hicks Morley Hamilton Stewart Storie LLP
	Fred Bennink, Chair Hamilton Police Services Board
	Geordie Elms, Board Member Hamilton Police Services Board
	Ryan Diodati, Deputy Chief Hamilton Police Service
	Kirsten Stevenson, Administrator Hamilton Police Services Board
	Treena MacSween, Superintendent Hamilton Police Service
	Hayley Grigoroff, Labour Relations Officer Hamilton Police Service
	Leanne Sneddon Director, Human Resources Hamilton Police Service

For the Hamilton Police Association:	K.C. Wysynski, General Counsel Hamilton Police Association
	Jaimi Bannon, President Hamilton Police Association
	Belchior Arruda, CAO Hamilton Police Association
	Derek Donn, Treasurer-Secretary Hamilton Police Association
	Jason Leek, Vice President Hamilton Police Association
	Joey Baird, Police Director Hamilton Police Association
	Christina Eisnor, Police Director Hamilton Police Association
	Jim Mulligan, Civilian Director Hamilton Police Association

The matters in dispute proceeded to a hearing by Zoom on November 20th, 2021 and January 13th, 2022.

Introduction

The Hamilton Police Association (the Association) represents uniform and civilian members of the Hamilton Police Service (HPS). There are approximately 328 civilian and 840 uniform members of the HPS.

There are two collective agreements, the first covering uniform members, the second civilian members. Both collective agreements expired December 31, 2020.

The parties successfully concluded a renewal agreement for the civilian members. The term of that agreement is from January 1, 2021, to December 31, 2025. This award is for the renewal of the uniform collective agreement, which the parties agree will also have a term commencing January 1, 2021, and ending December 31, 2025.

The parties met and engaged in collective bargaining on several dates in March, April, and May 2021. A tentative agreement was reached between parties. The tentative agreement was captured in Minutes of Settlement signed by the parties March 22, March 29, April 6, and May 5, 2021 (collectively the "tentative agreement"). The Parties recommended the tentative agreement to the Hamilton Police Services Board and the uniform members of the Association for ratification. The tentative agreement was ratified by the Hamilton Police Services Board. The tentative agreement was rejected by the uniform members of the Association.

The Parties re-engaged in discussions following the unsuccessful ratification vote. The terms of Memorandum of Settlements dated March 22, March 29, and April 6 and portions of May 5, 2021, were confirmed as agreed upon. The matters that remained in dispute proceeded to interest arbitration by hearing held by Zoom on November 20, 2021, and January 13, 2022.

The parties specifically agreed to my jurisdiction in this matter and did not argue that I should impose (or not impose) the rejected tentative agreement without change.

Those agreed-to items and the terms of the four (4) Memorandum of Settlements will be incorporated into the renewal agreement, except to the extent that the item is addressed in this award. In that case, this award shall govern. Any Association or Board proposal raised during interest arbitration not addressed in this award is dismissed.

In considering the outstanding issues, careful attention has been paid to the criteria enumerated in the *Ontario Police Services Act* together with normative interest arbitration criteria; most importantly replication, the replication of free collective bargaining in this sector.

1. **WSIB**

Amend existing Article 11 as follows:

Article 11 - Occupational Injury and Disease

11.1 (b) Where a Member's claim is allowed by the WSIB, the Member will continue to be paid by the Police Services Board under the following formula:

(i) The Member will be paid the loss of earnings ("LOE") awarded by the WSIB.

(ii) A top up to one hundred percent (100%) of pre-disability net using a formula which takes into consideration:

a. the LOE set out in section 11.1(b)(i).

b. traditional statutory deductions and Associations dues.

c. the anticipated income tax that would have likely been returned to the Member had the Member continued to receive full salary with regular deductions,

d. the individual Member's net claim code per the TD1 filed with the Employer at the time of disability.

e. NEW Effective September 1, 2022, Members who are off on WSIB are entitled to top up payments until such Member is:

i. eligible to retire with an unreduced pension in accordance with OMERS regulations (service - credited plus eligible service - equals 30 years and the Member meets the minimum age requirement - 50 years; and

ii. has been in receipt of top-up payments for a minimum of six (6) months.

If a Member is not eligible for top-up as per (e. sub i, ii), above but chooses not to retire, top up payments will cease the month following the month the Member became not eligible for top-up payments as per (e. sub i, ii) above.

(iii) Annually the WSIB LOE benefit will be increased by the COLA granted by the WSIB.

2. **Frontline Patrol Premium**

I award the following provision:

Article 6 – Acting Ranks, Career Development and Confirmed Ranks, Coach Officers

6.6 (e) NEW Frontline Patrol Constable, Sgts and Staff Sgts

The premium shall not apply to, without limitation any other unit that does not perform active duties as outlined below:

Any Member who has completed five (5) years of service who is assigned to Front-Line Patrol shall be entitled to receive a premium of three percent (3%) of the First-Class Constable salary. Front Line Patrol shall include those assigned to uniform patrol in Divisions 10, 20 and 30, Action Unit (excluding administrative Staff Sgts and Sgts assigned to straight days), Breathalyzer Technician Unit, Traffic Safety Unit (excluding administrative Staff Sgts and Sgts assigned to straight days), and M.C.C.R.T Unit, (hereinafter active Front-Line Patrol duties).

The implementation schedule for the Front-Line Patrol premium shall be as follows:

Date	Premium (%)
January 1, 2023	0.5%
July 1, 2023	1.0%
January 1, 2024	1.5%
July 1, 2024	2.0%
January 1, 2025	2.5%

July 1, 2025	3.0%

The Front-Line Patrol premium will be suspended for any Member who has not been performing active Front-Line Patrol duties for more than thirty (30) continuous calendar days and will be reinstated when the Member returns to active Front-Line Patrol duties.

It is understood that the Front-Line Patrol premium will apply during a Member's annual leave, as per Article 4, provided the Member returns to active Front-Line Patrol duties.

This Front-Line Patrol premium shall be applied to the 1st Class Constable base salary rate. It will not be compounded with Performance Pay in Article 38.

The Front-Line Patrol premium is not included in the sick leave gratuity payments or annual leave payouts.

3. **Benefits**

Amend existing Schedule "D" as follows:

SCHEDULE "D"
EXTENDED HEALTH CARE BENEFITS

7. SPEECH THERAPISTS, CLINICAL PSYCHOLOGISTS, HEARING AIDS:

(a) 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.

(b) AMEND: ~~Payment to registered clinical psychologists up to a maximum of two thousand dollars ($2,000) during a calendar year in all.~~ Effective February 1, 2020, payment to Clinical Psychologist, Psychiatrist, Psychotherapist, Psychoanalyst, Social Work (MSW) or Clinical Counsellor up to a maximum of ten thousand dollars ($10,000) during a calendar year in all. Effective January 17, 2022, payment to Clinical Psychologist, Psychiatrist, Psychotherapist, Psychoanalyst, Social Work (MSW) or Clinical Counsellor up to a maximum of twenty thousand dollars ($20,000) during a calendar year in all.

Conclusion

At the request of the parties, I remain seized with respect to the implementation of my award.

Dated at Toronto this 17th day of January, 2022.

"William Kaplan"

William Kaplan, Sole Arbitrator