

ACTIVE POLICE MEMBERS' COLLECTIVE AGREEMENT 2021 – 2025

THE 2021 - 2025 AGREEMENT

(ACTIVE POLICE)

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THIS AGREEMENT entered into as of the 17th day of January, 2022.

B E T W E E N

HAMILTON POLICE SERVICES BOARD
(Hereinafter called "the Board")

OF THE FIRST PART

- and -

HAMILTON POLICE ASSOCIATION
(Hereinafter called "the Association")

OF THE SECOND PART

WHEREAS the Board and a Bargaining Committee of the Association are empowered under the *Police Services Act*, as amended, to bargain for the purpose of coming to an agreement in writing, defining, determining and providing for remuneration, pensions, sick leave credit gratuities, grievance procedures or working conditions of the Members of the Hamilton Police Service (hereinafter referred to as the "Service") below the rank of Inspector, except such working conditions as are governed by a regulation made by the Lieutenant-Governor-in-Council under the *Police Services Act*, and

WHEREAS the Board and the Bargaining Committee of the Association have agreed to enter into these presents in respect of the years of 2021, 2022, 2023, 2024 and 2025 for the purpose of defining, determining and providing for remuneration, pensions, sick leave credit gratuities, grievance procedures and working conditions of the said Members of the Service below the Rank of Inspector.

NOW, THEREFORE, THIS AGREEMENT BETWEEN THE BOARD AND THE ASSOCIATION WITNESSETH AS FOLLOWS:

ARTICLE 1
PURPOSE, SCOPE AND MANAGEMENT RIGHTS

Purpose

1.1 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 the years 2021 - 2025 of Members of the Service, below the rank of Inspector, as hereinafter defined, except such working conditions as are governed by a regulation made by the Lieutenant-Governor-in Council under the *Police Services Act*.

Scope

1.2 Provisions of this Agreement apply to the Police Officers of the Service below the Rank of Inspector, who are hereinafter referred to as Member or Members, whichever is the case. As per subsection 118 (1) of the *Police Services Act* the parties assign the Police Members to this separate collective agreement.

1.3 The Board

(a) recognizes that the Members are actively engaged in the 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 not only the total dedication of each Member of such service, but as experience has established, the performance of duty under conditions that are hazardous to the personal safety of the Member.

Management Rights

1.4 (a) The Association and its Members recognize and acknowledge that it is the exclusive function of the Board:

(i) to direct the working force which includes the right to direct, plan and control working operations and to schedule working hours, and,

(ii) to hire, classify, transfer, promote, demote, dismiss, discipline, suspend or lay-off Members because of lack of work or other legitimate reason, and

(iii) to introduce new and improved facilities and methods to improve the efficiency of the operations of the Service.

(b) The Association agrees that it will not intimidate or coerce any Member into Membership in the Association, and

(c) The Association agrees that there is to be no discrimination against any person in the employing or continuing to employ contrary to the Ontario Human Rights Code or any other Provincial Statute.

(d) The Association recognizes and accepts the provisions of this Agreement as binding upon each of its Members and upon itself and pledges that it and each of its Members will observe the provisions hereof.

(e) The Board agrees that it will not exercise any of the functions set out in this Article in an unreasonable manner or in a manner inconsistent with the provisions of this Agreement or the *Police Services Act* of Ontario and the Regulations thereto.

(f) Management acknowledges that, when exercising its right regarding matters relating to discipline or dismissal which fall outside of the scope of Part V of the *Police Services Act*, the exercise of such right is to be measured against a standard of just cause.

(g) Management further 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.

(h) Management agrees that there is to be no discrimination against any person in the employing or continuing to employ, contrary to the Ontario Human Rights Code or any other Provincial Statute.

(i) Management recognizes and accepts the provisions of this Agreement as binding upon itself and upon each of its Members and pledges that it and each of its Members will observe the provisions hereof.

(j) Management agrees not to interfere with the rights of Members of the Service to become Members of the Association and that there will be no discrimination, interference, restraint or coercion by the Board, or any of its Members, against any Member because of their connection with the Bargaining Committee of the Service or the Association.

1.5 The Association and its Members agree to allow management to provide the association with Member's personal information consisting of name, address, phone number, current salary, and absences greater than three (3) months. The Association recognizes that this is personal and private information gathered about our Members for the purposes of allowing the Association to contact their Membership and for effectively calculating long term disability

premiums. This information will not be shared with any other parties without the express knowledge of each individual Member.

ARTICLE 2
SALARIES

2.1 The annual salaries for Members are to be in accordance with the salaries specified in the provisions of Schedule "A" attached hereto and forming part of this Agreement.

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

ARTICLE 3
HOURS OF WORK AND OVERTIME

Hours of work

3.1 (a) Each Member of the Service is to perform such police duties as are assigned, from time to time, to the Member and in any event, such duties subject to the exigencies of the Service, are to be performed in each week,

(i) for five (5) consecutive days, and
(ii) for forty (40) hours, but

In each period of eight (8) hours of police duties, all hours worked on an assigned shift will be consecutive hours, and subject to the exigencies of the Service, there is to be an interval of one (1) hour allowed for lunch, or

(b) (i) For Members working a twelve (12) hour shift schedule, except those working in uniform patrol, who are governed by the terms of Schedule “H” to this Agreement, the normal hours of work shall be:

Day Shift: 0700 to 1900 or
0800 to 2000 and

Night Shift: 1900 to 0700 or
2000 to 0800 and

In addition a portion of the Platoon scheduled to work the night shift may be required to work 1600 to 0400 hours as a regular night shift.

In each period of twelve (12) hours of Police Duties, all hours worked on an assigned shift will be consecutive hours and, subject to the exigencies of the Service, there are to be two (2) intervals for

lunch. The lunch periods one (1) period during the first six (6) hours and the other during the second six (6) hours) shall be composed of one (1) - sixty (60) minute period and one (1) - thirty (30) minute period, and

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

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

(iii) Notwithstanding Article 3.1(b)(i) and (ii), the shift schedules and the normal hours of work for those Members assigned to the Traffic Division and the Community Reception Officers at each Division, shall be in accordance with the shift rotation and hours of work set out in Schedule "F" which forms part of this Agreement. In relation to the Traffic Division Schedules identified in Schedule "F", the parties acknowledge that the flexibility to alter the shifts and hours of work, in particular the night shifts, shall be exercised on an as required basis.

(c) (i) The ten (10) hour shift schedules are restricted to Members assigned to identified areas in Schedule "F" which is attached hereto and forms part of this Agreement. The hours of work and shift rotation set out in schedule "F" shall, subject to Article 3.1(c)(ii), (iii) and (iv) below, remain unchanged.

(ii) Without restricting the purpose of Article 3.1(c)(i), at the discretion of the Chief of Police, permanent changes to the ten (10) hour schedules may take place after a minimum of six (6) months advance notice to the Association.

(iii) Temporary changes to the ten (10) hour schedule may take place when a specific exigency arises and in general is limited to major investigations or special projects. When these temporary changes occur, all other contractual rights are maintained and the Member shall return to the normal schedule as soon as is practicable. The Command Officer, or Designate, shall notify the Association of any changes necessitated under this provision.

(iv) Isolated changes may also occur due to specific requirements upon mutual consent of the Member and supervisor.

(v) All hours worked on a ten (10) hour schedule shall be consecutive hours and all days off shall be consecutive in conformance with Schedule "F" and, subject to the exigencies of the Service, there shall be one (1) seventy-five (75) minute lunch period granted at a reasonable time during the shift.

(d) Where the exigencies of the Service do not permit a Member to take a lunch period, the Member will qualify for additional payment for the missed lunch period, provided the Member's supervisor's authorization has been obtained, at straight time. Such time entitlement shall be compensated in keeping with Articles 3.6, 3.10 and 3.11.

3.2 A Duty List is to be posted at each Police Station in the City of Hamilton not less than three (3) weeks in advance of the operative date thereof. Once posted, and subject to the exigencies of the Service, the list is not to be altered without the knowledge of the Member. Notwithstanding the aforementioned, the posting period applicable to the Traffic Division is identified under Schedule "F".

3.3 Where, as the result of exigencies of the Service, a Member is assigned other duties and, as a consequence of having signed for and utilized unearned accrued time and/or statutory holidays, is in a debit position with respect to the time utilized, the Member will be given the option of repaying the time in the current or following calendar year.

3.4 With the exception of an emergency or on-going investigation, where a Member is required to work overtime or a "call-in" which:

(a) extends into the Member’s next regularly scheduled shift, then the hours worked during the overtime or “call-in” will be credited, at the premium rate, towards the completion of that regularly scheduled shift, or

(b) concludes prior to the commencement of the Member’s next regularly scheduled shift, then, at the option of the supervisor, the Member will be either:

(i) provided with seven (7) consecutive hours of rest before reporting for the next regularly scheduled shift at no expense to the Member, or

(ii) credited with the hours worked during the overtime or “call-in” at the premium rate, towards the completion of the next regularly scheduled shift, which shift will be varied to commence immediately upon the conclusion of the overtime or “call-in”.

<u>Overtime</u>

3.5 In any twenty-four (24) hour period**,** time worked in excess of the Member's eight (8), ten (10) or twelve (12) hour shift, is to be classified as overtime and

paid in cash or lieu time, at the option of the Member, at the rate of one and one-half (1½) times the Member's normal hourly rate of pay. Article 3.5 is to be interpreted:

(a) to not include police duties performed in excess of eight (8) hours in any twenty-four (24) hour period if it results from a "shift change over" or an "exchange of shifts", and

(b) to include time worked in excess of eight (8) hours when a Member attends Court on a regularly scheduled day shift and the Court period extends beyond the regularly scheduled finishing time, and

(c) to include, when a Member is required to attend Court within three (3) hours prior to a regularly scheduled shift.

(d) to include, when a Member is required to work on the Member's regularly scheduled day off unless, by mutual agreement the Member's day off has been changed.

(e) Where a Member participates during off-duty hours in the Ontario Police College examinations for promotional purposes, the Member shall be paid five (5) hours at straight time, upon successful completion of the test. The provisions of Article 3.5 and 3.8 do not apply. Where a Member is awarded compensating time off within twenty-four (24) hours of the test then the total of time granted and payments shall equal five (5) hours.

3.6 A Member is required to file, in the month of December in each year, an election, with the Chief of the Service as to whether the Member will accept time off or cash in payment of the Member's accumulated hourly credits for the succeeding year for overtime.

3.7 A Member who performs regular police duties for a continuous period which includes two (2) hours in addition to the Member's regularly scheduled shift, is entitled to receive:

(a) for such period, a meal allowance of thirteen dollars and fifty cents ($13.50) and

(b) for each succeeding period of five (5) continuous hours, a meal allowance of thirteen dollars and fifty cents ($13.50)

3.8 When a Member is called in by a command or supervisory officer during the Member's off-duty hours to perform any police duty that is directly or indirectly connected with the Service such recall, except where the Member is called in for disciplinary reasons under the provisions of the *Police Services Act*, is to be classified as overtime and each such Member is to be paid in cash or to receive in lieu time, at the option of the Member, at the rate of one and one-half (1½) times the Member's normal hourly rate of pay for all such hours of duty. For each call in, the Member will be paid a minimum of four (4) hours at

the rate of one and one-half (1½) times the Members' normal hourly rate of pay.

3.9 Members called in for overtime must be given at least four (4) clear hours notice of shift cancellation.

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

3.11 All cash payments in respect of overtime are to be accumulated to the Member's credit and are to be paid in cash to such Members quarterly in the subsequent month.

3.12 Where a Member has, at November 30th in any year, time off credited in respect of overtime, such credits will be paid in cash to the Member in the second pay period in December. At no time is any overtime to be carried over into another payroll year.

Subject to the exigencies of the Service that prevents a Member from taking the overtime prior to the end of the calendar year, such time shall be signed in conjunction with the divisional commander.

3.13 Overtime will not be credited nor will salary be deducted during the fall when the clocks are turned back, or in the Spring when the clocks are turned forward.

ARTICLE 4
ANNUAL VACATIONS WITH PAY

4.1 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 percent (4%) of their respective earnings for such service exclusive of overtime and Court time, and

Effective December 2, 2019 , newly hired Members will receive a prorated vacation entitlement for their first year to a maximum of two (2) weeks. Where a Member starts on or before the 15th of the month, the Member will be credited for the month.

(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

(g) Members with not less than twenty-six (26) years of service are to receive seven (7) weeks vacation with pay, and

(h) Members with not less than thirty (30) years of service are to receive an additional one (1) day of vacation with pay for each year of service to a maximum of five (5) additional days.

(i) Members in their retirement year are to receive two (2) additional weeks vacation with pay.

For Members hired after December 2, 2019, or thereafter subsection 4.1 (i) shall not apply.

(j) A Member has the option of accepting cash in lieu of the vacation leave which they were due to receive in their retirement year.

(k) 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, subject to the Letter of Intent pertaining to A/L carry over. 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.

(l) In the event a Member suffers an injury on duty and elects to pursue a third party claim, the Board 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.

4.2 (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 have joined the Service after January 1st, 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 January 1st, 1992,

(c) Members who have joined the Service with any previous unbroken continuous Canadian sworn police service will be credited with such service in the calculation of their vacation entitlement. Credited service to be calculated from the date of swearing in with a recognized Ontario Police Service. To be recognized, the Member's training would have to be accepted by the Ontario Police College.

(d) Effective November 1, 2022, Members who have joined the Service with previous unbroken continuous Canadian sworn police service and no more than a one (1) year break between their termination date with the other Canadian sworn police service and the hire date with the Service will be credited with such service in the calculation of the annual leave entitlement. Credited service will be calculated from the date of swearing in with a recognized Ontario Police Service to the date they terminated from the recognized police service. To be recognized, the Member's training would have to be accepted by the Ontario Police College.

(e) Members who have joined the Service with any previous unbroken continuous Canadian fulltime regular military service will be credited with such service in the calculation of the vacation entitlement. For further clarification part time and or reserve service is not included in this calculation.

(f) Effective January 1st, 2017, Members who have joined the Service with previous unbroken continuous Canadian fulltime regular military service and no more than twelve (12) months break between their termination date with the Military and the hire date with the Service will be credited with such service in the calculation of the vacation entitlement. For further clarification part time and/or reserve service is not included in this calculation.

4.3 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 Article 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 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.

(c) 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.

4.4 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.

4.5 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.

4.6 Subject to Article 7, a Member who is required to return to police duties or Court duties from an annual vacation

(a) is to receive a minimum, of two (2) days off, [sixteen (16) hours if on (ten) 10 or twelve (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.

(c) Once a second notice requiring the Member to return to police duties or court duties has been received, the Member may choose either:

The entitlements contained in 4.6(a) and (b) above (which includes an entitlement under Article 7) or cancelling the week of vacation in its entirety and re-signing to another available week.

<u>Vacation Pay on Retirement, Separation from the Service or Illness</u>

4.7 (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 (“O.M.E.R.S.”) or on separation from the 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 the Service, is entitled in such event to receive such vacation with pay.

In Addition, Member's will receive fourteen percent (14%) of the Member's normal rate of pay earned during the period commencing January 1st in the Member's year of retirement or separation from the Service to the effective date of such retirement or separation from the Service, but such rate of pay does not include vacation pay, and accrued sick pay owing on retirement, 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 percent (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 the Service, is entitled in such event to receive such vacation with pay.

In addition, Member's will receive twelve percent (12%) of the Member's normal rate of pay earned during the period commencing January 1st in the Member's year of retirement or separation from the Service to the effective date of such retirement or separation from the Service, but such rate of pay does not include vacation pay, and accrued sick pay owing on retirement, overtime, Court time or other increments.

(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 the Service, is entitled in such event to receive such vacation with pay.

In addition, Member's will receive ten percent (10%) of the Member's normal rate of pay earned during the period commencing January 1st in the Member's year of retirement or separation from the Service to the effective date of such retirement or separation from the Service, but such rate of pay does not include vacation pay, and accrued sick pay owing on retirement, overtime, Court time or other increments.

(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 the Service, is entitled in such event to receive such vacation with pay.

In addition, Members will receive eight percent (8%) of the Member's normal rate of pay earned during the period commencing January 1st in the Member's year of retirement or separation from the Service to the

effective date of such retirement or separation from the Service, but such rate of pay does not include vacation pay, and accrued sick pay owing on retirement, overtime, Court time or other increments.

(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 the Service, is entitled in such event to receive such vacation with pay.

In addition, Member's will receive six percent (6%) of the Member's normal rate of pay earned during the period commencing January 1st in the Member's year of retirement or separation from the Service to the effective date of such retirement or separation from the Service, but such rate of pay does not include vacation pay, and accrued sick pay owing on retirement, overtime, Court time or other increments.

(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 the Service, is entitled in such event to receive such vacation with pay.

In addition, Member's will receive four percent (4%) of the Member's normal rate of pay earned during the period commencing January 1st in the Member's year of retirement or separation from the Service to the effective date of such retirement or separation from the Service, but such rate of pay does not include vacation pay, and accrued sick pay owing on retirement, overtime, Court time or other increments.

4.8 Any Member who does not qualify for vacation with pay in the year of the Member's retirement or separation from the Service to be paid such vacation benefits as are provided under The *Employment Standards Act* of Ontario.

Effective December 2, 2019 (Date of Ratification), newly hired Members will only be entitled to their annual vacation as per Article 4.1. They will not be entitled to Article 4.7.

4.9 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.

4.10 The following provisions shall apply to those Members working a twelve (12) hour shift, except that Schedule "H" shall apply to all Members working uniform patrol:

(a) For the purposes of Article 4.10, entitlement shall include annual leave, accrued time, and statutory holiday credits.

(b) (i) Signing sheets will be posted that indicate the days on which a Squad is required to work and indicate the minimum number of

Members entitled to take time off on each day. It will also include a list of Officers on the Squad in numerical order by seniority.

(ii) For the purposes of Article 4.10. (b) (i) above the minimum number of Members allowed off on annual leave per Squad at each station shall be determined using the chart outlined in Article 4.15.

(c) The Members will sign by seniority, but all confirmed ranks will sign independent of each other, within their Squad, for the subsequent year on or before December 15th for the following year's entitlement as follows:

(i) First signing for two (2) weeks as defined in Article 4.3 (a)(i).

(ii) Second signing all remaining annual leave entitlement.

(iii) Third signing all statutory holidays and at least sixty percent (60%) of accrued time entitlement.

(d) A Member will be allowed to change days signed for by arranging a trade with another Member within the Squad or by moving the date to an open spot, but notice must be given to the Command Officer**.** Members cannot move into an open spot within three (3) weeks of the affected calendar week without prior consent of the Command Officer.

(e) Any adjustments will be calculated by October 1st of the entitlement year, and the Member advised time owing must be signed for by December 15th or control of time forfeited.

(f) Each Member will be advised of what the Member's entitlement will be and must sign in accordance with Article 4.10 (b)(c).

(g) If a Member signs on a third (3rd) signing and as a result has Monday through Friday off, the Member is entitled to block off the entire week for Court purposes. If the notice is returned to the Member to attend Court, it is agreed the provisions of Article 4.6 shall not apply.

(h) It is agreed and understood that the following provisions of the Collective Agreement shall not apply to those Members working a twelve (12) hour shift: Article 4.3(c),

4.11 The following provisions shall apply to those Members assigned to the Traffic Division and Community Reception Officers working the twelve/eight (12/8) hour shift schedule:

(a) For the purpose of Article 4.11, entitlement shall include annual leave, statutory holiday credits and accrued time.

(b) A Member assigned to annual leave, special leave, a training course of one (1) week or more, or when on sick leave or Workers' Compensation

in excess of one (1) complete calendar week or more shall not earn or lose accrued time.

(c) (i) In each week the Member is regularly scheduled to work a forty-eight (48) hour week, the Member shall be credited with eight (+8) hours.

(ii) In each week the Member is regularly scheduled to work a thirty-two (32) hour week, the Member shall be debited eight (-8) hours.

(d) Management shall calculate the projected credit or debit time referred to in Article 4.11 (c) (i) and (ii) prior to the third (3rd) signing and the Member shall sign for accrued time in accordance with Article 4.11 (f).

(e) (i) Signing sheets will be posted that indicate the days on which a Squad is required to work and indicate the number of Members entitled to take time off on each day. It will also include a list of Officers on the Squad in numerical order by seniority.

(ii) For the purpose of Article 4.11 (e) (i) above, the minimum number of Members allowed off on annual leave per Squad at each station shall be determined using the chart outlined in 4.15 of this Article:

(f) The Members will sign by seniority, but all confirmed ranks will sign independent of each other, within their Squad, for the subsequent year on or before December 15th for the following year's entitlement as follows:

(i) First (1st) signing for two (2) weeks as defined in this Agreement.

(ii) Second (2nd) signing all remaining annual leave entitlement.

(iii) Third (3rd) signing all statutory holidays and at least fifty percent (50%) of the projected accrued or credit time. Any remaining time may be signed for in an open spot or utilized on a date mutually agreed to between the Member and the Command Officer.

(iv) Those Members in a projected debit position shall be entitled to select "elective days off" (i.e. annual leave, statutory holiday time) they will work in order to offset the projected debit time but notice must be given to the Command Officer; or the Member may work a date mutually agreed to between the Member and the Command Officer; or the Member may offset debit time with Court time or overtime.

(g) In any event, any adjustments will be calculated by October 1st and the Member advised time owing must be signed for by December 15th or control of time is forfeited.

(h) A Member will be allowed to change days signed for by arranging a trade with another Member within the Squad or by moving the date to an open spot, but notice must be given to the Command Officer. Open spots must be identified prior to the duty list being posted. Members cannot move into an open spot within three (3) weeks of the affected calendar week without prior consent of the Command Officer.

(i) Each Member will be advised of what the Member's entitlement will be and must sign in accordance with Article 4.11 (f).

(j) If a Member signs on a third (3rd) signing and as a result has Monday through Friday off, the Member is entitled to block off the entire week for Court purposes. If the notice is returned to the Member to attend Court, it is agreed the provisions of Article 4.6 shall not apply.

(k) It is agreed and understood that the following provisions of the Collective Agreement shall not apply to those Members working a twelve (12) hour shift: 4.3 (c).

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

(a) For the purposes of this Article, entitlement shall include annual leave and four (4) statutory holiday credits.

(b) Signing shall take place by Division but each Unit within a Division shall sign independently.

(c) (i) Supervisory Members shall sign independent of non-supervisory Members. Each level of supervisory Members shall sign independent of all other levels. Where more than one (1) supervisor exists at each level, the supervisors shall sign as a group, by seniority.

(ii) Notwithstanding the provisions in subparagraph (c) (i), Detective Sergeants and Detectives shall sign together in Units where there are no Detective Constables.

(d) Members will sign by seniority within their respective Units, which are identified in the ten (10) hour shift schedules forming part of this Agreement. Signing for the subsequent calendar year shall be completed prior to December 15th for the following year's entitlement as follows:

(i) First (1st) signing for two (2) weeks as defined in the Agreement.

(ii) Second (2nd) signing for all remaining full weeks of annual leave entitlement.

(iii) Third (3rd) signing for four (4) statutory holidays, and individual annual vacation days.

(e) Signing sheets shall be posted that indicate the work schedule and shall indicate the number of Members entitled to take time off on each day in accordance with the provisions of the Agreement. It will also include a list of Members within the Unit in numerical order by seniority.

(f) For the purpose of this Article, the minimum number of Members eligible for leave on each day shall be a minimum outlined in Article 4.15 of this Article for each signing group.

(g) Members shall be allowed to change days signed for by arranging a trade with another Member within the signing group Unit or by moving the date to an open spot, but notice must be given to the Command Officer. Open spots must be identified prior to the duty list being posted. Where a conflict arises, seniority shall prevail. Members cannot move into an open spot within three (3) weeks of the affected calendar week without prior consent of the Command Officer.

(h) Any adjustments will be calculated by October 1st of the entitlement year, and the Member advised time owing must be signed for by December 15th or control of time forfeited.

(i) A Member may, at the Member's discretion, utilize one (1) week of vacation entitlement one (1) day at a time.

(j) Members shall be advised of their entitlement when the Signing Sheets are posted and must sign in accordance with this Article.

(k) If a Member signs a third signing and as a result has Monday through Friday off, that period is deemed to be a vacation period and the Member is entitled to block off the entire week for Court purposes.

(l) It is further agreed and understood that all remaining Statutory and Proclaimed Holiday entitlement may be assigned to a Member on any of the days designated in this Agreement as a Statutory or Proclaimed Holiday.

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

(a) For the purpose of this Article, entitlement shall only include annual leave entitlement as Statutory Holidays shall be utilized in accordance with the applicable provisions of the Agreement.

(b) Signing shall take place by Division but each Unit within a Division shall sign independently.

(c) Supervisory Members shall sign independent of each other and non-supervisory Members.

(d) Members will sign by seniority within their respective Units. Signing for the subsequent calendar year shall be completed prior to December 15th for the following year's entitlement as follows:

(i) First (1st) signing for two (2) weeks as defined in the Agreement.

(ii) Second (2nd) signing for all remaining full weeks of annual leave entitlement.

(iii) Third (3rd) signing for single leave days.

(e) Signing sheets shall be posted that include a list of Members within the Unit in numerical order by seniority.

(f) For the purpose of this Article, the minimum number of Members eligible for leave on each day shall be the minimum outlined in Article 4.15 of this Article for each signing group.

(g) Members shall be allowed to change days signed for by arranging a trade with another Member within the signing group Unit or by moving the date to an open spot, but notice must be given to the Command Officer. Open spots must be identified prior to the duty list being posted. Where a conflict arises, seniority shall prevail. Members cannot move into an open spot within three (3) weeks of the affected calendar week without prior consent of the Command Officer.

(h) Any adjustments will be calculated by October 1st of the entitlement year, and the Member advised time owing must be signed for by December 15th or control of time forfeited.

(i) A Member may, at the Member's discretion, utilize one (1) week of vacation entitlement one (1) day at a time.

(j) Members shall be advised of their entitlement when the Signing Sheets are posted and must sign in accordance with this Article.

4.14 For the purposes of this Article, seniority for signing shall be determined:

(a) by full time service with the Board,

(c) in the event of a tie in full time service between two (2) Members on the same signing list, part time/temporary service with the Board will be included in the calculation,

(d) 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.

4.15 (a) Subject to eligibility requirements outlined in Article 4.15(b), the minimum number of Members allowed off on annual leave at one (1) time shall be determined by the chart outlined below.

1 to 7 (Eligible Members on Unit / Squad)	1 Member off per week
8 to 12 (Eligible Members on Unit / Squad)	2 Member off per week
13 to 17 (Eligible Members on Unit / Squad)	3 Member off per week
18 to 22 (Eligible Members on Unit / Squad)	4 Member off per week
23 to 27 (Eligible Members on Unit / Squad)	5 Member off per week
28 to 32 (Eligible Members on Unit / Squad)	6 Member off per week
33 to 37 (Eligible Members on Unit / Squad)	7 Member off per week
38 to 42 (Eligible Members on Unit / Squad)	8 Member off per week
43 to 47 (Eligible Members on Unit / Squad)	9 Member off per week

Commencing with the 2008 annual leave signing only, for patrol divisions only, the available annual leave signing blocks will be frozen based on the 2007 annual leave signing blocks staffing levels in the Unit / Squad.

(b) Officer eligibility per Unit / Squad shall be based on actual number of officers available for the street each year and in advance. Individuals who fall into the criteria below will be removed from the calculation:

(i) Officers who are on a leave of absence in excess of three (3) months.

(ii) Officers who are suspended from duty.

(iii) Officers who are on a long-term illness, maternity leave or unpaid absences with no anticipated return to work for the annual leave signing year.

(iv) Officers who are seconded to other agencies or divisions for the annual leave signing year.

Officers excluded from this calculation will sign their annual leave, based on seniority, on a separate list.

4.16 (a) For the purpose of this Article, a Unit shall be defined as:

(i) a signing group that perform similar jobs within a Division, Section, Branch or Unit.

ARTICLE 5
STATUTORY AND PROCLAIMED HOLIDAYS

5.1 Each Member is entitled in each year

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

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

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

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

5.2 (a) Where the Member is working a ten (10) or twelve (12) hour shift schedule, he/she is entitled to ninety-six (96) hours statutory time off or one hundred and four (104) hours if 5.1 (b) is applicable. For Members working a twelve (12) hour schedule such entitlement is to be utilized under the provisions of Article 4.10 (c)(iii). Such entitlement is in lieu of the provisions of Article 5.1 (a) and (b). For Members working a ten (10) hour shift rotation schedule, forty (40) hours or four (4) days of such entitlement shall be utilized under the provisions of Article 4.12 (d)(iii). All remaining entitlement may be assigned to a Member on any of the days designated in this Agreement as a Statutory or Proclaimed Holiday.

(b) Where the Member is working a patrol officer shift schedule as contained in Schedule “H” to this Collective Agreement, he/she is entitled to one hundred and four (104) hours statutory time off which is to be utilized in accordance with the provisions of Schedule “H”, Article 4(10)(b).

5.3 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 their normal rate of pay.

5.4 Subject to Article 5.5, where a Member is required to perform police 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 their normal rate of pay.

5.5 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 (1½) their normal hourly rate of pay for all hours that are worked on the holiday.

5.6 The premium rate for a Statutory or Proclaimed holiday will be paid on the actual calendar date on which it falls. Where a Statutory or Proclaimed holiday is observed on a date other than the calendar date on which it falls, no premium is payable for the date it is observed. The Chief, or Designate, will endeavor to post Statutory and Proclaimed holiday dates by November 1st of the preceding year.

5.7 When a Member works approved overtime, outside of their regular scheduled hours, in accordance with Article 5 and the overtime is worked on a designated statutory holiday, in accordance to Article 3.5, the Member will receive one and one-half (1½) times their normal hourly rate of pay for the overtime hours worked multiplied by one and one-half (1½) times their normal hourly rate of pay to a maximum of two and one-quarter (2¼) times the Member's normal hourly rate of pay.

ARTICLE 6
ACTING RANKS, CAREER DEVELOPMENT AND CONFIRMED RANKS, COACH OFFICERS

6.1 (a) Where a Member has been directed by the Chief of the Service to perform, on a temporary basis, the duties of a higher rank, the Member shall be paid the normal rate of pay of such higher rank for each period or periods that the Member performs such duties.

(b) Members who are placed by their Commander in a full time acting position for six (6) continuous months or more will be paid for their annual leave at the salary they are being paid while in the Acting position.

6.2 Members assigned to perform the duties of a higher rank must be qualified by having successfully completed the promotional examinations contained in the Promotional Procedure referred to in Article 17. The Chief of Police, or Designate, may make exceptions to Article 6 based upon the exigencies of the Service. Exceptions shall not be made unless there are no qualified Members available on or off duty within the Division.

6.3 For the purpose of this Article the normal rate of pay of such higher rank shall be:

(a) In the case of a Member being assigned to Sergeant's or Detective's duties, the normal hourly rate of a Sergeant 2 or of a Detective 2.

(b) In the case of a Member being assigned to Staff Sergeant's or Detective Sergeant's duties, the normal hourly rate of a Staff Sergeant or a Detective Sergeant.

(c) In the case of a Member being assigned to Inspector's duties, the normal hourly rate of an Inspector.

6.4 Confirmed Ranks

(a) The following provisions shall establish and govern the minimum number of confirmed ranks of Sergeant and Staff Sergeant (including detective ranks) in the Organization:

- 144 Sergeants; and
- 34 Staff Sergeants.

(b) In the event that new or additional Units or Branches, etc. are created in the future, it is agreed and understood that discussions will take place between Management and the Association for the purpose of establishing the appropriate rank(s) and ratio of confirmed ranks. Where the parties are unable to agree, the issue(s) is subject to the grievance procedure and/or arbitration under the *Police Services Act*.

(c) In the event a reduction in staffing levels occurs in any Unit or Branch etc., it is agreed and understood that the present ratio of ranks identified in these Minutes of Settlement shall be maintained.

(d) The parties agree that the position of Detective Constable is an investigative career development position. Effective January 17, 2022, the salary level applicable to the rank of Detective Constable is seven percent (7%) above the 1st Class Constable Rate. Members in a Detective Constable position on January 17, 2022 will receive a salary of eight percent (8%) above the 1st Class Constable Rate until December 31, 2022 and thereafter will receive seven percent (7%) above the 1st Class Constable Rate.

6.5 A Coach Officer shall receive four percent (4%) additional pay for each day the Coach Officer is actually training a recruit.

6.6 Premiums shall be paid to all officers assigned to and performing the duties of the following positions:

(a) Breathalyzer Technician – one percent (1%) on all wages

(b) Bomb Disposal Officer (EDU) - one percent (1%) on all wages until December 31, 2023.

(c) Emergency Response Officer (ERU and EDU) – premium shall be paid on all wages in accordance with the schedule below:

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%

(d) Drug Recognition Expert – two percent (2%) on all wages

(e) K9 Officer – premiums on all wages shall be paid in accordance with the schedule below:

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%

(f) Front-Line Patrol Constable, Sergeants and Staff Sergeants

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 1st Class Constable Rate. Front-Line Patrol shall include those assigned to uniform patrol in Divisions 10, 20 and 30, Action Unit (excluding administrative Staff Sergeants and Sergeants assigned to straight days), Breathalyzer Technician Unit, Traffic Safety Unit (excluding administrative Staff Sergeants and Sergeants 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 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.

The above premiums shall only be paid if the Member assigned to the position maintains his/her qualifications in accordance with established qualification requirements. No Member shall be paid more than one (1) premium at the same time.

ARTICLE 7
OFF-DUTY COURT ATTENDANCE

7.1 (a) Where a Member is required to attend at Court during off-duty hours, the Member is to be paid a minimum of four (4) hours at time and one-half (1½) hours at the Member's normal salary rate, and time and one-half (1½) hours at the Member's normal salary rate for all additional hours.

(b) Where a Member is required to attend Court immediately after working any regular shift that finishes after midnight, the Member is to be paid a minimum of four (4) hours at time and one-half (1½) hours at the Member's normal salary rate, and at time and one-half (1½) hours at the Member's normal salary rate for all additional hours, plus one (1) hour.

(c) Where a Member is required to travel out of the City of Hamilton to attend Court while off duty, the Member is to receive a credit of one and a half (1½) minutes for each driving mile traveled as calculated from the City of Hamilton City Hall, in addition to the Court time allowance for that attendance.

(d) Where a Member is required to attend any Court, and

(i) Is expected to attend before 12 noon and

(ii) isn't released until 2 p.m. or later and

(iii) is then required to complete a night shift,

the Member is entitled to seven (7) hours rest, without loss of pay, between the completion/release of Court and the time the Member was scheduled to report for duty without moving the start time to a later time.

(e) Where a Member is notified to be on stand-by with respect to a Court appearance or attendance at any other hearing the Member shall be paid stand-by pay in accordance with the provisions of Article 3.9.

(f) Where a retired or terminated Member is required to attend Court or any other hearing as a result of police duties, the Member shall be entitled to the same benefits under this Article as the Member would have been entitled to receive on the date the Member retired or terminated.

7.2 A Member is required to file, in the month of December in each year, an election with the Chief of Police as to whether the Member will accept time off or cash in payment of the Member's accumulated hourly credits for the succeeding year for Court attendance.

7.3 Where a Member elects to accept

(a) cash pursuant to Article 7.2 the cash credits, if any, as accumulated are to be paid quarterly in the subsequent month.

(b) time off pursuant to Article 7.2, such time off is to be allowed at the discretion of the Member.

Article 7.3(b) is subject to the exigencies of the Service.

7.4 Notwithstanding the provisions of Article 7, where any Member has, at November 30th in any year, cash or time off credited to the Member in respect of Court attendance during off-duty hours, such credits are to be paid, in cash, to the Member in that year.

7.5 Where a payment is made pursuant to Article 7.4, any hours credited during the month of December of that year to a Member for off-duty Court attendance are to be carried forward and included in the credits, if any, of that Member in the immediately succeeding year.

7.6 A Member who is required to return from an annual vacation to attend Court is entitled to the benefits provided

(a) Under Article 4.6, and

(b) Under this Article.

7.7 When a Member has been notified to attend Court during the Member's off duty time, the Member shall receive the appropriate Court allowance unless the Member was notified that Court was cancelled. Such notification shall be made no later than 1600 hours (4 p.m.) of the day prior to the date of the Member's required attendance in Court.

ARTICLE 8
ASSOCIATION BUSINESS

8.1 At the commencement of each calendar year the Association and the Board shall make contributions to a bank to be used cumulatively by Members of the Association for compensation to offset required time off in order to engage in negotiations, internal Board of Directors meetings, all other Association activities or meetings with the Board, and those other persons designated by the Chief of Police. This bank of time may not be used for the purpose of preparing a grievor for grievances, arbitrations, or Human Rights cases.

The provisions of Article 8 do not apply to Joint Management/Association Committees or to meetings between the Chief of Police and the Association in such cases where only two (2) Members of the Association are involved. Such Members while in attendance for on duty hours shall not suffer any loss of pay. If more than two (2) Members attend, the Association must elect two (2) Members to which this exemption shall apply and all other Members may use the provisions of the bank as contemplated herein.

8.2 Members as of January 1st, shall contribute one (1) hour of time from either accrued time, overtime, Court time credits or, as a last resort, by cash payment at the election of the Member. If a Member has not made a selection by March 31st, then management will have the right to deduct the hour from pay or outstanding time banks. The Board agrees to match the total accumulated hours contributed by each Member per annum.

8.3 (a) The time from this bank is to be used by Members who are scheduled to work and require a day off for Association business. The time from this bank will not be used to cover non-paid time and / or leave of absences including vacation, maternity, sick, WSIB, etc.

(b) For a Member to qualify for time off with payment out of this bank a request in writing to the Chief of Police or his designate, must be received three (3) weeks in advance of the date for which time is sought. Such notice must identify the Members involved, the dates and the shifts to be affected. It is agreed and understood that requests for time off for such activities shall be considered as a priority request and granted subject to the exigencies of the Service. Where requests are received with less than three (3) weeks notice the time may be granted at the discretion of the Chief of Police or his Designate, subject to the exigencies of the Service.

(c) Within four (4) weeks after the date of the event the Association will forward to the Chief of Police or Designate a signed debit slip for actual time taken. The debit slip must be signed by the Association President or Designate, and not by the individual taking the time.

(d) This time is considered as Association business time only and not on duty time. Association business is to be interpreted as time required from work for activities covered under Article 8.1, and as such, Members will not be covered by WSIB while on Association business.

(e) While on Association business time Members shall not wear their uniform, unless prior approval is obtained from the Chief of Police or designate. It is understood and agreed that the Chief of Police has preapproved the wearing of uniforms to all police memorials or police funerals.

8.4 At the commencement of each succeeding calendar year, the Board and the Association shall make its contribution under Article 8.2 and the Board shall contribute additional hours to replenish the bank to one thousand, eight hundred (1,800) hours.

8.5 The Association has the sole discretion to determine which activities will qualify for application under Article 8.

8.6 Two (2) Members of the Association shall be granted an indefinite leave of absence without pay on four (4) weeks' notice from the Association to the Board. The terms of the leave of absence shall be as follows:

(a) During the leave of absence such Members shall be paid directly by the Association at a salary to be negotiated between the Member and the Association. The Association shall identify to the Board the salary level applicable to pension contributions or any other benefits under the Board's supervision.

(b) The Board will advise the City of Hamilton that such Members, or other Association staff, may continue or obtain, as the case may be, coverage under the benefit package as relates to major medical, dental, group life insurance, accidental death and dismemberment, dependents' life insurance and pension benefits on the clear understanding that the costs that accrue in each of these areas will be charged back to the Association and become its responsibility for payment directly to the City of Hamilton.

(c) The Association will at all times be the employer of the Members during the leave of absence for the purposes of the *Workers' Compensation Act* and any other Member legislation.

(d) Any seniority that accrues to the Members during their leave of absence will be credited as if they were performing active police duty.

(e) If the Member wishes to return to active service with the Service, the Association shall provide the Board with four (4) weeks' written notice prior to the proposed date of return.

(f) The Board will continue to provide sick leave credits as provided to all Members in accordance with the Agreement as amended from time to time but all other costs, including salary etc., are to be borne by the Association.

(g) The Member while performing duties for the Association shall not be subject to discipline, or to charges under the *Police Services Act* of Ontario.

(h) The Member shall have the same rights as any citizen in terms of access to police buildings.

(i) It is agreed and understood that at no time shall there be more than two (2) persons who qualify for the terms and conditions of Article 8.6 from both the Police Officer's and the Civilian's bargaining Unit combined.

8.7 The Association shall be provided with copies of all information which is presently given to their Members in the form of P. & P.'s, Chief's Orders, General Orders, or any other document that is distributed to the Members. Such notice shall be given by way of ordinary mail.

8.8 The Board shall make available to the Association a location at each police building in an area conspicuous to its Members but not to the public so that the Association may erect a bulletin board for the purposes of communicating with its Members.

8.9 In the event that the Association holds elections or requires a vote of its Membership or part thereof, this Board agrees, upon the Chief or a Designate receiving at least forty-eight (48) hours written notice, to make available to the Association an area at each police building so that a polling station can be set up.

8.10 The Board shall allow the Association between 8:30 a.m. and 4:00 p.m., Monday to Friday, to review a Member's personnel file and make copies of documents found therein upon receiving written permission from the Member so involved.

8.11 The Board shall provide to the Association on an annual basis a list of all Members in alphabetical order and by seniority date. Such list shall be provided to the Association on or before October 25th of each year.

8.12 That both parties agree to bargain in good faith in any year contract negotiations are to occur. It is further agreed and understood that the Board's contract proposals shall be exchanged within fifteen (15) working days of the Notice of Desire to Bargain being served by the Association.

8.13 The Association agrees:

(a) To furnish the Board with a list of its bargaining committee Members, and;

(b) To furnish the Board with a list of its committee Members for all other committees that are struck, as well as to provide the Board with the names of the Members of its Executive, and;

(c) To notify the Board in writing of any changes of any such committee Members.

8.14 The parties recognize the role of respectful communication about matters of mutual interest. To that end, the President of the Association or the Board of Directors of the Association may be permitted to address the Weekend In-Service Training, subject to the following:

(a) The Chief of Police will be contacted by the Association at least ten (10) days prior to the requested presentation;

(b) The Chief of Police will be provided with a written summary of the mattes to be discussed and the proposed duration;

(c) The Chief of Police in his / her sole discretion will decide whether to permit the presentation or not;

(d) A Senior Officer may or may not be present;

(e) The presentation will not involve matters relating to labour relations.

ARTICLE 9
POLICE COLLEGE SUPPLEMENT

9.1 (a) Each Member who is required to attend a course at the Ontario Police College, the Canadian Police College or other place outside the City of Hamilton, is to be paid a cash allowance of twelve dollars ($12.00) 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 and will be paid on overnight or single day courses.

(b) 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 travelling expenses to permit a return trip to the Member's residence during that said period.

(c) Each Member who is required to attend as per (a) or (b) above, will be provided a copy of the relevant travel and expense entitlements as part of their joining instructions as provided by Management.

(d) The Employer further undertakes to ensure that the Association is provided with the current City of Hamilton travel expense rates.

ARTICLE 10
CLOTHING AND FOOTWEAR EXPENSE

10.1 Each Member who performs police duties in plain clothes is entitled to receive, in cash, a clothing expense of one thousand, one hundred and fifty dollars ($1,150.00) per year. Those Members who, at the direction of the Chief, are required to wear casual clothing shall receive a clothing allowance in the amount of fifty percent (50%) of the plain clothing allowance as set out herein.

10.2 Each Member who performs police duties in uniform, but who is required to perform police duties for alternating periods in uniform and then in plain clothes, is entitled to receive, in cash, a plain clothes expense of five dollars ($5.00) for each day that the Member is required to wear plain clothes, but the total of this amount is not to exceed one thousand, one hundred and fifty dollars ($1,150.00) per year.

10.3 Each Member who is required to perform police duties in uniform, notwithstanding that the Member may be required to alternate between a uniform and plain clothes, is entitled to receive two (2) pairs of regulation boots and one (1) pair of rubber overshoes which are to be replaced or repaired (top quality) from time to time, as determined in the discretion of the Chief of the Service or his nominee.

10.4 The Board is to pay the cost of dry cleaning of

(a) uniforms of Members who perform their police duties in uniform from time to time, and

(b) plain clothes, including dress shirts, of Members who perform their police duties in plain clothes from time to time, and

such dry cleaning is to be arranged by the Chief of the Service and is to be done as often as the Chief in his discretion determines.

ARTICLE 11
OCCUPATIONAL INJURY OR DISEASE

11.1 (a) 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 (WSIB) claim with respect to the said accident.

(i) Re-occurrences will be on one hundred percent (100%) salary continuance as set out in Section 11.1(a) of this Article, until such time as the claim is adjudicated and approved by WSIB.

(ii) Once adjudicated the Member will be paid as set out herein.

(iii) Members on an approved return to work accommodation, working greater than eight (8) hours per week, for up to six (6) months, will be on one hundred percent (100%) salary continuance as set out in Section 11.1(a) of this Article. Thereafter the Member will be paid in accordance to 11.1(b).

(iv) Members on approved permanent accommodation with reduced hours will receive pay for actual hours worked. Any approved WSIB loss of earnings time would be paid as per this article.

(v) Members who call in sick while on an approved WSIB accommodation and in receipt of WSIB payments, will be recorded as sick and deducted the applicable sick time from their sick banks unless the reason for the absence is related to the WSIB claim.

(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. 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 Article 11.1(e) i. and 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 Article 11.1(e) i. and ii above.

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

(c) Where a Member's claim for occupational injury is denied by the WSIB and the Member has been paid full salary as per Article 11.1 (a) & (b) above, any monies paid shall be deemed a salary overpayment. In the event of salary overpayment, the Member's sick bank will be debited for the equivalent of the salary overpayment. Where a Member does not have sufficient sick bank credits to cover the salary overpayment, the Member will be personally responsible for paying back the Employer for the equivalent salary overpayment.

11.2 Any Member:

(a) who receives an injury in the course of the performance of the Member's duties, and

(b) who is in receipt of an award for loss of earnings from the WSIB declaring the said injury to be compensable within the meaning of the *Workplace Safety and Insurance Act*, and

(c) when a Member is absent or unable to perform the full duties of the position, by reason of an illness or injury occasioned by or as a result of the Member's duty and where a loss of earnings award is made by the WSIB the Member shall, in addition to the WSIB 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.

(i) 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 A*ct. 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.

(ii) Members shall disclose any and all earnings from other sources such as LTD, CPP, OMERS Disability Pension earnings. These earnings will all form part of total net pay.

(iii) Once a Member becomes eligible for an OMERS disability waiver of contributions, the calculation of net pay will assume that the Member is in receipt of an OMERS disability waiver of contributions. The Employer agrees to notify OMERS of the Member's disability in a timely fashion.

(iv) However, where a Member has applied for the OMERS disability waiver of premiums and has been denied, the Employer will pay the Employee and Employer share of OMERS contributions, provided that the Employee submitted all the necessary medical documentation requested by OMERS to assess their eligibility for a waiver to ensure that the Member's service is not adversely affected by a denial.

(v) A Member's net pay shall be reduced by any Canada Pension Plan Disability benefits.

(vi) A Member's net pay shall be inclusive of any LTD benefits received for the period which is subsequently approved for WSIB loss of earnings. The Member must provide the LTD carrier with consent to release payment information to the Employer.

(vii) A Member's net pay shall be reduced by any OMERS disability pension benefits. The Member must provide OMERS with consent to release payment information to the Employer.

(viii) The Employer will pay both the WSIB loss of earnings award and top up portion directly to the Member.

(ix) For further clarity, sections 11.2 (c) (v), (vi), and (vii) will provide a net pay of no less than one hundred percent (100%) of the pre-disability net pay.

11.3 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 until the Member has been off for two (2) years or more.

11.4 Where a Member is injured as a result of the carrying out of the Member's duties and is covered by the WSIB, 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.

ARTICLE 12
HOSPITALIZATION, MEDICAL AND DENTAL BENEFITS

12.1 The Board is to pay one hundred percent (100%) of the premiums payable for providing for each Member, the Member's spouse, widow or widower, until they attain the age of sixty-five (65) years, as follows:

(a) insured services under the Ontario Health Insurance Plan,

(b) an Extended Health Care Plan as set out in Schedule “D”

(c) a Dental Plan as set out in Schedule "C", and

(d) dental coverage at the current Ontario Dental Association fee schedule which shall be adjusted automatically whenever the ODA fee schedule is adjusted.

12.2 For Members hired after January 17, 2022 the Board is to pay one hundred percent (100%) of the premiums payable for providing for each Member, the member’s spouse, widow or widower, until the Member has or would have attained the age of sixty-five (65) years effective sixty (60) days following the date of ratification, as follows:

(a) insured services under the Ontario Health Insurance Plan.

(b) an Extended Health Care Plan as set out in Schedule "D".

(c) a Dental Plan as set out in Schedule "C".

(d) dental coverage at the current Ontario Dental Association fee schedule, which shall be adjusted automatically whenever the ODA fee schedule is adjusted.

12.3 The Board acknowledges that the Association is entitled to receive a copy of the insurance policies, as specified in this Article and other information respecting the coverage provided, but not to include costings.

12.4 A Pay Direct Card System shall be used by the parties as specified in Schedule “D” to this Agreement.

12.5 Subject to future amendments to the Ontario Human Rights Code, the following provisions regarding benefits shall apply to full-time Members who actively report to work after having attained the age of sixty-five (65):

(a) Benefits set out in Article 12.1 shall be extended until the Member attains the age of seventy (70) years.

(b) Claims under Article 12.1 for prescription drugs as set out in the Extended Health Care Plan in Schedule "D" shall be first submitted to the Ontario Drug Benefit Plan or any successor thereto for reimbursement.

(c) Under no circumstances shall benefits be claimed under both this Article and the Health and Dental Spending Account set out in Schedule (D).

(d) For greater clarity, the benefits under this Article are only available to full-time Members who actively report to work with the Board. The benefits under this Article do not apply to retired Members.

(e) Further, Members absent due to a medical disability less than one hundred and eight (180) calendar days will remain entitled to medical benefits as prescribed by this Article.

12.6 Benefits outlined in this Article will cease on the last day of work for Members who resign, or whose employment is terminated from the Service for any reason.

12.7 Members and their eligible spouses and dependents, covered by the benefit plan who retire before the age of sixty-five (65) will be entitled to maintain the benefits that were in place as of the date of their retirement and will not be subject to any future changes. Such benefits will continue until the age of sixty-five (65)

12.8 A Member will only be eligible for retiree paid up life insurance, medical and dental benefits described in 12.6 and 13.2, when the Member is eligible to retire under OMERS legislation.

ARTICLE 13
LIFE INSURANCE BENEFITS

13.1 The Board is to pay:

(a) one hundred percent (100%) of the premiums payable for providing for each Member life insurance coverage, until the Member attains the age of seventy (70) in an amount equal to two (2) times the salary of the 1st Class Constable Rate plus an automatic increase in that coverage on the effective date of each increase in the salary schedule, and

(b) one hundred percent (100%) of the premiums payable for a Plan providing for accidental death and dismemberment benefits, until the Member attains the age of seventy (70) as follows:

(i) not less than an amount equal to two and one-half (2½) times the salary of the 1st Class Constable Rate plus an automatic increase in that coverage on the effective date of each increase in the salary schedule, for accidental death occurring at any time, and

(ii) not less than an amount equal to two and one-half (2½) times the salary of the 1st Class Constable Rate plus an automatic increase in that coverage on the effective date of each increase in the salary schedule, for the loss of both eyes; both feet; both hands; or any combination thereof occurring at any time, and

(iii) not less than the salary of the 1st Class Constable Rate plus an automatic increase in that coverage on the effective date of each increase in the salary schedule, for the loss of one(1) eye; one (1) hand; or one (1) foot; or any combination thereof occurring at any time, and

(iv) not less than one-half (½) the salary of the 1st Class Constable Rate plus an automatic increase in that coverage on the effective date of each increase in the salary schedule, for the loss of a combination of a thumb and index finger of either hand occurring at any time.

13.2 The Board will provide at its expense a five thousand dollar ($5,000.00) life insurance policy for each Member effective the date of the Member's retirement. Policy to remain in force for the life of the Member.

13.3 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.

13.4 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 Service.

13.5 The Board acknowledges that the Association is entitled to receive a copy of the insurance policies, as specified in this Article and other information respecting the coverage provided, but not to include costings.

13.6 For greater clarity, with the exception of the benefit set out in ~~A~~rticle 13.2, the benefits under this Article do not apply to retired Members.

ARTICLE 14
PENSION BENEFITS

14.1 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 31st, 1973, during the term of this Agreement, and if such By-law is amended or repealed, without the consent of the 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.

14.2 Those Members receiving seven (7) weeks vacation with pay will, for the purposes of calculating the Member's pension, be credited with twelve percent (12%) vacation pay.

14.3 The Association consents to the amendment of City of Hamilton By-law 7970, which amendment re-defines, effective January 1st, 1978, contributory and non-contributory earnings for pension purposes as follows:

CONTRIBUTORY EARNINGS	NON-CONTRIBUTORY EARNINGS
Normal Earnings (Basic Salary or Wage)	Overtime
Shift Premium	Call Back Pay
Acting Pay	Vacation Pay in Lieu of Vacation Leave
Premium Pay	Court Pay
Stand-By Pay	Bonuses
Vacation Pay on Retirement	U.I.C. Rebate
Service Pay	Travel Expenses and Mileage
	Clothing Allowance

14.4 The Board agrees that any additional benefits granted to civic employees under the provisions of City of Hamilton By-law No. 7970, entitled "To Establish the Hamilton Municipal Retirement Fund", will be automatically granted to those Members in the Hamilton-Wentworth Retirement Fund.

14.5 Members who are enrolled in the Ontario Municipal Employees Retirement System will participate in the final average earnings basic pension benefits plan in accordance with the requirements of the Ontario Municipal Employees Retirement System. This participation will not result in any loss of benefits to the Members.

14.6 The Board and the Association agree that the benefits of previous public sector service (as defined in the OMERS plan) will be available to the Member at full cost.

14.7 (a) Members of the Hamilton-Wentworth Retirement Fund who:

(i) have completed thirty-five (35) years of service, or

(ii) attained the normal retirement age of sixty (60) years, or

(iii) retire under the thirty (30) year supplementary plan, or

(iv) die while employed,

shall be entitled to the basic survivor benefit similar to the Ontario Municipal Employees Retirement System.

(b) Notwithstanding Article 14.8(a), Members, until the date of retirement in (i), (ii) and (iii) above, may elect any one (1) of the existing options available in the Hamilton-Wentworth Retirement Fund, including an unreduced ten (10) year guarantee.

(c) Members who retired or died between January 1st, 1980 and December 31st 1987 are entitled to a sixty percent (60%) spousal survivor benefit if they selected any of the survivor's benefit options referred to in Article 14.8 (a) or 14.8 (b) at no additional cost to the Member or surviving spouse. For those surviving spouses entitled to an improved benefit, the recalculation shall be calculated in accordance with the Minutes of Settlement which form part of the arbitration award dated June 17th, 1992, issued by Arbitrator J. W. Kilgour, and

(i) Those Members who contribute or contributed to the Hamilton-Wentworth Retirement Fund subsequent to January 1st, 1980, and retire after January 1st, 1988, shall be entitled to a sixty percent (60%) survivor benefit if the Member elects or fails to elect or is entitled to any one (1) of the survivor benefit options referred to in Article 14.8 (a) and 14.8 (b), at a cost no greater than the actuarial reduction factor under the former plan as it was prior to January 1st, 1988 where the normal form of pension was a Joint and fifty percent (50%) Survivor Pension.

(ii) Notwithstanding Article 14.8 (c)(i) above, a Member may elect any one (1) of the options referred to in Article 14.8 (b) which includes the ten (10) or fifteen (15) year guarantee with a fifty percent (50%) Survivor Pension with the applicable actuarial reduction factor.

(iii) It is agreed and understood that the basis for the actuarial tables, in effect on January 1st, 1993, will not be changed.

(iv) For greater clarity, the following describes the intent of Article 14.8 (c)(i) and (iii):

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

14.8 Members who are enrolled in the Ontario Municipal Employees Retirement System shall have the benefits of the 30-Year Early Retirement Supplementary Plan III. The full cost of the implementation, including all past service costs and any additional future service contributions are to be assumed by the Board (partial disability included).

14.9 Members who are enrolled in the Hamilton-Wentworth Retirement Fund shall have the same benefits as those contained in the Ontario Municipal Employees Retirement System 30-Year Retirement Supplementary Plan. The full cost of the implementation, including all past service costs and any additional future service contributions to be assumed by the Board (partial disability included).

14.10 Pension contributions paid by those Members in the Hamilton-Wentworth Retirement Fund shall be adjusted to six and one-half percent (6½) of earnings up to the Y.M.P.E. as defined in the Canada Pension Plan and eight percent (8%) of earnings above the Y.M.P.E.

14.11 Effective January 1st, 1988, all retired Members of the Hamilton-Wentworth Retirement Fund will receive cost of living increases, in accordance with any such increases approved by the O.M.E.R.S. Board.

ARTICLE 15
CUMULATIVE SICK LEAVE PLAN

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

ARTICLE 16
BEREAVEMENT LEAVE

16.1 A Member is entitled to receive a leave of absence, and to be paid at Member's 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, celebration of life, or wake, is to be part of the leave period. The leave days shall be consecutive days of the week. However, the Member may retain one (1) day of leave days for the

purpose of attending a funeral, a celebration of life, interment, or wake that falls on a regularly scheduled working day regardless of the timing of the ceremony. Bereavement leave under this Article is inclusive of and not in addition to statutory bereavement leave. The Member shall be entitled to receive this benefit in the death of any of the following:

(a) Mother, Stepmother, and
(b) Father, Stepfather, and
(c) adopting Mother, and
(d) adopting Father, and
(e) Brother, stepbrother and
(f) Sister, stepsister and
(g) Son, Stepson, and
(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.

16.2 In the case of special circumstances and where the Member makes an application to the Chief of the Service, the leave of absence described in Article 16.1 may be extended by the said Chief to five (5) days.

16.3 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 or celebration of life of a person who is not mentioned in Article 16.1.

ARTICLE 17
PROMOTION PROCEDURE

17.1 The Promotion Procedure shall be as set forth in Schedule “E”. Amendments to the procedure will be undertaken on the recommendations of the Joint Association/Management Committee.

17.2 The Board will make available five (5) copies of the text books and or reading materials for each patrol division, ISD and training for all levels of the Promotional Process, to Members wishing to participate in the process.

ARTICLE 18
RECLASSIFICATION

18.1 Any Member who is on a non-paid absence from employment for greater than six (6) months shall be frozen in seniority for the purposes of reclassification. Non-paid absence shall not include Member on paternity/maternity leave or Members who are granted workplace safety insurance benefits by the Workplace Safety Insurance Board (WSIB).

ARTICLE 19
VOLUNTARY PAID DUTY ASSIGNMENTS

19.1 The rates payable to all ranks for authorized voluntary paid duty assignments shall be one and one-half (1½) times the normal hourly rate of pay for each rank with a prevailing minimum rate of three (3) hours for any period of assignment.

19.2 Authorized Voluntary Duty is that duty as specifically authorized by the Chief, or ~~a~~ or a Designate, or the Service and as required by the policy of the *Workers' Compensation Act*; is under the supervision of the regular police supervisor and further, the Members are subject to the Code of Discipline as contained in the Regulations to the *Police Services Act*.

ARTICLE 20
SHIFT PREMIUM

20.1 There is to be paid to each Member a shift premium of:

(a) Thirty (30) cents per hour for each hour actually worked by such Member who commences a shift between the hours of 1200 hours and 2400 hours.

(b) Forty (40) cents per hour (effective May 25th, 2015) for each hour actually worked by such Member who commences a shift between the hours of 1200 hours and 2400 hours.

20.2 Notwithstanding Article 20:

(a) any Member who works overtime on the Member's scheduled shift is to receive the shift premium of that scheduled shift for such overtime.

(b) The shift premium is in addition to any overtime entitlement but the shift premium is not to be included in calculating the overtime payment.

ARTICLE 21
ASSOCIATION SECURITY

21.1 The Board is to deduct monthly from each Member's wage payment such amounts as prescribed in a written notice or notices signed by the Administrator of the Association and such amounts so deducted are to be remitted to the Association by the middle of the month next following the month in which such deductions are made, together with a list of the Members from whose wages such deductions were made.

ARTICLE 22
GRIEVANCE PROCEDURE

22.1 Where a difference arises between the Board and the Association relating to interpretations, application, administration or an alleged violation of this Agreement,

(a) **STEP 1**- The aggrieved Member, accompanied by a representative of the Association, may present the grievance verbally and/or in writing to the Divisional Command Officer concerned. The Command Officer shall render a decision in writing, or verbally, as appropriate, within two (2) working days, and

(b) **STEP 2** – Failing satisfactory settlement under Step “1”, the Association may, within five (5) working days submit the grievance in writing to the CAO/Deputy Chief for further discussion within five (5) working days in an effort to resolve the dispute and the Association may be represented by such person(s) as the Association deems necessary, and the CAO/Deputy Chief shall render a decision in writing within five (5) working days, and

(c) **STEP 3** – Failing satisfactory settlement under Step “2”, the Association may, within five (5) working days of receipt of the decision of the CAO/Deputy Chief, submit the matter in dispute to the Chief. The parties shall meet within fourteen (14) working days of receipt of the grievance by the Chief. The Chief shall render a decision, in writing, within ten (10) working days of the meeting.

(d) **STEP 4** - Failing satisfactory settlement under Step "3" the Association may, within seven (7) working days after the written decision of the Chief require the grievance be adjudicated by a Conciliation Officer and/or an Arbitrator appointed under the *Police Services Act* by notifying the Board in writing.

(e) **STEP 5** - Failing satisfactory settlement under Step 4 either party shall, within twenty (20) working days after the no board report has been received, notify the other party of its intent to apply for arbitration. If no notice is provided, the grievance will be considered resolved.

22.2 Individual grievances must be filed within forty (40) days of the date on which the circumstances upon which the grievance is based were known to, or ought reasonably to have been known to, the grievor. In the case of a group and policy grievance, the grievance must be filed within forty (40) days from the date on which the subject matter of the grievance was known to the Association.

22.3 The Association may lodge a grievance in writing on any difference between the parties concerning a question of general application, interpretation, administration of the Agreement and such grievance shall commence at Step 2, and

22.4 A grievance under this Agreement shall be under the control of the Association and precludes an individual Member submitting the grievance to an Arbitrator or Conciliation Officer under the provisions of the *Police Services Act,* and

22.5 The Association shall include a consent form authorizing release of the involved Members' personal information to the Association with the grievance submitted.

22.6 No matter is to proceed under Step 4 , as described in Article 22.1, 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.

22.7 Notwithstanding the provisions of Article 22, the matter of discipline or discharge of a Member is not subject to the Grievance Procedure described in Article 22 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 that Act.

22.8 The Association is confined to the grievance and redress sought as set forth in the written grievance filed as provided in Step 1 or Step 2 as appropriate, of Article 22.1.

22.9 Each party to an arbitration under Article 22 is to share equally the cost of the arbitration proceedings under Article 22 and the cost of the arbitrator.

ARTICLE 23
RETROACTIVITY - APPLICATION

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

receive the base salary percentage increase exclusive of any specialty or performance pay.

ARTICLE 24
EDUCATION

24.1 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. 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.

24.2 A Member shall be entitled to one hundred percent (100%) reimbursement or a proportionate amount of the tuition fees, for submissions of up to a maximum of three thousand dollars ($3,000) per Member, per year 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 a Designate and an Association representative shall resolve the issue of entitlement, with the final decision to be made by the Chief.

24.3 The board agrees to roll over any surplus from one (1) year to the next for a maximum of two (2) consecutive years.

24.4 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.

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

ARTICLE 25
EXPENSES

25.1 Where a Member is required to travel extensively on police-related duties, the Member shall receive, in advance, the Member's travelling expenses and a per diem meal allowance in keeping with the rates of the City of Hamilton. A detailed Expense Account to follow.

ARTICLE 26
PARKING

26.1 The Board is to assist in obtaining parking for the Members assigned to duties at the Administration Building and Courts. The facilities are to be in the vicinity of the Administration Building and the Board shall assume fifty percent (50%) of the monthly parking rate to a maximum of thirty dollars ($30.00). Effective January 17, 2022 the Board shall assume fifty percent (50%) of the monthly parking rate to a maximum of thirty five ($35.00). This Article to be administered by the Chief of Police.

ARTICLE 27
EMPLOYMENT INSURANCE BENEFITS

27.1 The Members of the Association agree to waive their right to their Employment Insurance rebate.

ARTICLE 28
MEMBERS' RIGHTS

28.1 Members shall have access to all of their personnel records at reasonable times (0830 - 1600 hours), Monday to Friday, and shall, upon request, be provided with copies of material contained in such records, which shall be corrected if inaccurate, or purged if inappropriate; and where a dispute arises and satisfactory settlement cannot be reached, recourse shall be sought through the grievance procedure.

28.2 Disposition without a hearing will be administered pursuant to Part V of the *Police Services Act or any other successor legislation*. Accordingly matters relating to disposition without a hearing will not be the subject matter of a grievance.

28.3 Where a Member has been documented or disciplined under informal discipline, all records of such discipline shall be purged after a discipline free period of two (2) years in accordance with the *Police Services Act* or any other successor legislation.

28.4 Where a Member becomes mentally or physically disabled, the Board shall accommodate the Member's needs in accordance with the Ontario Human Rights Code and Section 47 of the *Police Services Act* or any other successor legislation.

The Member shall be notified of the right to consult with or be accompanied by an Association Representative of their choice at meetings to discuss accommodation matters, prior to the meeting being held.

28.5 A Member shall be entitled to prior notice in advance of any disciplinary meeting which may result in charges under the *Police Services Act or any other successor legislation*. The Member shall be notified of the right to consult with or be accompanied by an Association Representative of their choice if the Member so requests.

ARTICLE 29
LEGAL INDEMNIFICATION

29.1 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, or Royal Commission Inquiry, or

(e) subject to Article 29.3 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.*

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.

29.2 Notwithstanding the provisions of Article 29.1 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 there under,

(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,

29.3 (a) Any approval of legal indemnification under Article 29.1 (e) 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.

(b) A Member who is eligible for legal indemnification under Article 29.1 (e) 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 occurred 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 Article 29.1 (a) – (c), Article 29.2 and Article 29.4.

(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.

29.4 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 ($2,000) 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 Article 29.4 (d) and (e) does not restrict the right of the Member to the Member's choice of Counsel, but only relates to the question of indemnification.

29.5 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).

ARTICLE 30
PREGNANCY/PARENTAL LEAVE

30.1 Pregnancy/Parental Leave shall be granted in accordance with the provisions of the *Employment Standards Act*, the *Employment Insurance Act* and Schedule "G".

30.2 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. Such payment shall continue while the Member is in receipt of E.I.C. benefits as prescribed under the Act. Specific details of the plan are set out in Schedule “G”.

30.3 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.

ARTICLE 31
FAMILY RESPONSIBILITIES LEAVE

31.1 Family leave shall be defined as an absence from employment for the purposes of:

(a) child care
(b) elder care

(c) other family care requirements

31.2 Subject to the exigencies of the Service, Members may request the use of annual leave, accrued or overtime bank, at the Member's discretion, for emergency purpose only, for a period of up to five (5) days for family leave purposes, in each calendar year, in accordance with Schedule B, 15 (c). Those Members who have exhausted the aforementioned leaves / banks may request non-paid leave. Leave days may be taken individually or consecutively.

31.3 Leave requests shall not be unreasonably denied.

ARTICLE 32
LEAVE OF ABSENCE

32.1 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.

32.2 Members who have been accepted for active Canadian military reserve service, may be entitled to a leave of absence, subject to the terms of the Service Military Leave Policy.

32.3 Members on a voluntary non paid leave of absence as prescribed in Article 32 will not accrue annual leave, statutory holiday time or sick leave benefits.

ARTICLE 33
DISCUSSION UPON RESTRUCTURING

33.1 The Board undertakes to make known to the Association Board plans for any major change to the organization structure, and to give consideration to any comments of the Association before implementing such proposals.

ARTICLE 34
COMPRESSED WORK WEEK COMMITTEE

34.1 (a) After January 1st, 2000, there shall be a permanent Joint Compressed Work Week Committee for discussion and problem solving in relation to any and all issues that may arise concerning any work schedules or schedules which may be in effect from time to time.

(b) The Committee shall be comprised of not less than three Members named by each party, and shall be provided such data and information as is reasonably required for the exercise of its functions, and shall have

the power to make recommendations to the Chief with respect to solving any problems which may arise from time to time in relation to work scheduling.

(c) The Committee shall meet frequently, or as required, to identify and resolve any problem that may arise with a shift schedule.

ARTICLE 35
LAY-OFF AND BUMPING PROVISIONS

35.1 In the event of a lay-off of one (1) or more Probationary Officers, or of one (1) or more Police Officers who have completed the probationary period prescribed by the *Police Services Act*, the following shall apply:

(a) The Member with the least seniority shall be the first to be laid off provided that the next senior Member retained has the necessary skills, qualifications, abilities and competence to perform the work available.

(b) Subject to Article 35.1 (c) below, Members on lay-off, possessing the necessary skills, qualifications, abilities and competence to perform the work available, shall have a right of recall for Officer-in-Training or Police Officer positions which become available, as the case may be, during the lay-off, in reverse order of lay-off.

(c) The right of recall shall cease eighteen (18) months after lay-off and the Member shall lose all seniority and be deemed terminated.

(d) The Board will not participate in the cost of a Member's benefits, including pension contributions, after the month in which the Member is laid off, provided that, subject to the conditions of the carriers, the Member may arrange to have benefits continued solely at the Member's expense until recall or until the expiry of the period referred to in Article 35.1 (c), whichever occurs first.

(e) For the purposes of this Article, seniority shall be calculated based upon length of prior service with the Board, and shall include any authorized leave of absence, including absence on sick leave. If two (2) or more Members have the same seniority, the Board shall determine seniority for lay-off based on the following, in the following order:

(i) length of prior service as a Police Constable with the Service,

(ii) length of prior service as a Civilian Member of the Service (including service as a Cadet, and

(iii) in the absence of the above, alphabetically by the last name at date of hire.

(f) Where an officer is to be subject to recall, he/she shall be informed of such by written notice. This notice shall be considered to have been received by the Member when mailed by Registered Mail to the last known address of the Member as shown on the records of the Service. It shall be the responsibility of each Member on lay-off to keep the Service advised of his/her current address. Within ten (10) calendar days after a Member receives notice of recall, he/she must advise the Service in writing that he/she accepts such recall and will be able to commence employment on the date specified in the notice. Any and all employment/recall rights granted to a Member shall terminate upon such Member's failure to reply within ten (10) days of receipt of the notice or if the Member does not agree to return to duty within fourteen (14) days of receipt of the notice or within fourteen (14) days of the recall date specified on the notice, whichever is later.

(g) A Member on lay-off remains subject to discipline under the *Police Services Act*.

(h) During the period of lay-off, a Member on lay-off shall not be entitled to any of the provisions of the Collective Agreement, except as specified herein, and except the right to recall as provided in this Article.

(i) A Member on lay-off shall be compensated for Court attendances required as a result of the performance of police duties, in accordance with Article 7.

(j) Members shall receive as much notice of lay-off as is practicable, and in any event shall receive not less than thirty (30) calendar days notice prior to the effective date of the lay-off.

ARTICLE 36
DEFINITION OF COURT

36.1 "Court" for the purposes of the overtime and off duty Court time provisions of this Collective Agreement shall be defined as including any division of the Ontario Court of Justice, the Supreme Court of Canada or a judicial or quasi-judicial hearing where a Member is required to attend as part of the Member's duties with the Service.

36.2 "Court" as defined herein, shall not include any case where the Member is:

(a) the plaintiff in the proceeding, or

(b) the accused or charged party, or the defendant in the proceeding, except where the Member has been approved for legal indemnification in accordance with the provisions of this Collective Agreement.

Without limiting the generality of the foregoing, the definition shall exclude attendance at a hearing under the *Police Services Act,* except where a Member is required to attend such hearing pursuant to regulation, and shall exclude attendance at an arbitration.

ARTICLE 37
SUSPENSION

37.1 A Member who is suspended from duty by the Chief of Police under the provisions of the *Police Services Act* shall take any scheduled annual leave and statutory holiday and any other time owing during such period of suspension and shall not be required to perform any duties inconsistent with a normal vacation during such vacation period.

ARTICLE 38
PERFORMANCE PAY

38.1 The Board agrees to establish the following rates of pay for performance for Senior Officers who meet the criteria set out within this Article:

Effective when 8 years of service is completed and until 16 years of service is completed	3% of the 1st Class Constable Rate
Effective when 17 years of service is completed and until 22 years of service is completed	6% of the 1st Class Constable Rate
Effective when 23 years of service is completed and thereafter	9% of the 1st Class Constable Rate

38.2 The Performance Pay shall apply to all Uniform classifications, including Sergeant / Detective and Staff Sergeant / Detective Sergeant, and to Members in receipt of the Detective Constable.

38.3 The Performance Pay shall be deemed to form part of base salary for the purposes of calculating overtime, vacation and statutory holiday pay, pension contributions, sick leave pay, etc. but shall not be included in calculating salary for the purposes of sick leave credits pursuant to Schedule B.

38.4 It is agreed and understood that the performance pay is in recognition of seniority, performance and the augmentation to the duties of an Officer that will take place with the implementation of Community Based Policing.

38.5 The eligibility criteria for performance pay is as follows:

(a) The Member has completed at least eight (8), seventeen (17) or twenty-three (23) years of continuous unbroken sworn Police Officer service with the Board**;**

(b) Members who have joined the Service with previous unbroken continuous sworn police officer service will be credited with such service in the calculation of their performance pay. Credited service to be calculated from the date of swearing in with a recognized Ontario Police Service. To be recognized, the Member's training would have to be accepted by the Ontario Police College.

(c) Any recognized Canadian Police Service. To be recognized, the Member's training would have to be accepted by the Ontario Police College.

(d) Articles (b) & (c) will be limited to Members who are employed by the Service and covered by the Active Police Member Collective Agreement, at the time of ratification (August 13, 2007) of the 2006-2008 Collective Agreement. Effective December 2, 2019 (Date of Ratification), Articles (b) & (c) will be applied to Members who are currently employed by the Service or newly hired but without retroactive effect. For implementation of this change for current Members, Members must make application to Human Resources within ninety (90) days of ratification.

(e) Attains "meets requirement" on all portions of the Member's performance evaluation. If a Member is judged to "require improvement" in a specific area of the evaluation, the Member must address that specific area by the Member's six (6) month review on the next evaluation and attains a "meets requirement";

(f) The Member must be free of a disciplinary conviction for which the confirmed penalty was the forfeiture of eighty (80) or more hours pay or leave, or eighty (80) or more hours suspension without pay, imposed in the previous twelve (12) months.

38.6 The Board agrees that satisfactory attendance will not be a performance criteria for the purposes of the above noted performance incentive.

38.7 A Member who fails to meet the performance pay criteria will revert one (1) pay level until the aforementioned criteria is achieved.

38.8 Any Member who is denied performance pay, based upon an unsatisfactory performance appraisal, may appeal that decision with the Deputy Chief or Designate, if there has been no resolution at the Commander/Manager level.

38.9 It is agreed that a Member has the right to grieve a denial of Performance Pay.

38.10 Members off work for non-compensable reasons for greater than two (2) years will no longer be entitled to receive the Performance Pay until the Member returns to active duties

The Implementation of the performance pay for prior police service will be January 1st, 2008.

ARTICLE 39
TRANSFERRING FROM CONTRACT TO CONTRACT

39.1 Where a Member covered under this Agreement applies for and is awarded a position covered under the Civilian Agreement, the benefits of the Member shall continue under that agreement without interruption.

(a) For the purposes of calculating seniority rights and the probationary period, the date to be used shall be the date the Member transfers to the Civilian Police Member Agreement.

(b) If a Member who transfers to the Civilian Police Member Agreement is, within six (6) months found unsuitable for the position, the Member has the right to apply for another position or be returned to the Active Police Member Agreement, provided the officer is capable of returning to active duty.

ARTICLE 40
NOTICE OF RETIREMENT

40.1 Members shall, whenever possible, provide ninety (90) days notice of retirement.

ARTICLE 41
DISTRIBUTION OF THE COLLECTIVE AGREEMENT

41.1 Copies of the Collective Agreement will be made available electronically to each Member. Four hundred (400) hard copies of the Collective Agreement will be provided to Members. The Board and the Association agree that each will pay half of the associated cost.

ARTICLE 42
PREVIOUS AGREEMENTS, DECISIONS AND AWARDS

42.1 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, Decisions and Awards, the provisions of this Agreement are to govern and prevail.

ARTICLE 43
INCLUSION OF MEMORANDUM OF AGREEMENTS

43.1 The following Memorandums of Agreement are to be printed and affixed to the Collective Agreement as Appendices: Job Share, Career Development, WSIB Salary Discussions, and Expungement Provisions. The attachment of these Memorandums of Agreement will not result in any substantive change in grievability or arbitration ability.

ARTICLE 44
DURATION OF AGREEMENT

44.1 Subject to the provisions of Article 44, this Agreement comes into force effective January 1st, 2021, except as otherwise provided herein, and continues in force and effect until December 31st, 2025, and thereafter until replaced by a new Agreement, Decision or Award.

44.2 The Board or the Association may at any time prior to December 31st, 2025 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 2026 and, in such event, the said request is to be served on the Secretary of the Board or Administrator of the Association, whichever is the case.

IN WITNESS WHEREOF the Board and the Association have affixed their signatures hereto under the hands of their proper officers on the dates noted.

HAMILTON POLICE SERVICES BOARD

Chair: _____ Date: Feb 7, 2023
Pat Mandy

Administrator: _____ Date: Feb 7, 2023
Kirsten Stevenson

HAMILTON POLICE ASSOCIATION

Chief Administrative Officer: _____ Date: Feb 6TH, 2023
Belchior Arruda

President: _____ Date: Feb 6, 2023
Jaimi Brennan

SCHEDULE "A"

January 1, 2021	**2.446%**
4th Class Constable - In Training (Max. of 11 weeks)	$63,305
4th Class Constable	$73,855
3rd Class Constable	$81,242
2nd Class Constable	$92,847
1st Class Constable	$105,507
Sergeant 2, Detective 2, Detective Constable	$113,948
Sergeant 1, Detective 1	$122,388
Staff Sergeant, Detective Sergeant	$135,577

By December 31st of each year of the contract the parties will identify the end rate for the year and adjust the increase/rate of pay to reflect a ranking of 3rd amongst its comparators. The calculation of the adjustment, if any, will include the gross percentage increase (annualized increase) and the Members will be paid back retroactively to January 1st of that year. In the event that our comparators are tied we will remain 3rd within that group.

For the purpose of consistency, historical comparators are Durham, Halton, London, Niagara, Ottawa, Peel, Sudbury, Toronto, Waterloo, Windsor and York.

- **4th Class Constable-in-Training** is calculated at **60%** of the 1st Class Constable Rate and is to remain in effect until the recruit has successfully graduated from the Ontario Police College.
- **4th Class Constable** is calculated at **70%** of the 1st Class Constable Rate and is to remain in effect until fourteen (14) months after the member graduates from the Ontario Police College and successfully completes their probationary period with the Service.
- **3rd Class Constable** is calculated at **77%** of the 1st Class Constable Rate. This rate commences upon the date that the member successfully completes their probationary period and ends fourteen (14) months from the date of commencement.
- **2nd Class Constable** is calculated at **88%** of the 1st Class Constable Rate. This rate ends fourteen (14) months from the date of commencement.
- **Acting Sergeant, Sergeant 2, Detective 2,** is calculated at **108%** of the 1st Class Constable Rate.

- **Detective Constable** is calculated at **108%** of the 1st Class Constable Rate. Effective January 1, 2023, the rate for Detective Constable is calculated at **107%** of the 1st Class Constable Rate. Effective January 17, 2022 the rate calculated for all new Detective Constables is at **107%** of the 1st Class Constable Rate.

- **Sergeant 1, Detective 1** is calculated at **116%** of the 1st Class Constable Rate.

- **Staff Sergeant, Detective Sergeant** is calculated at **126%** of the 1st Class Constable Rate.

- **Staff Sergeant, Detective Sergeant** is calculated at **128.5%** of the 1st Class Constable Rate.

2022 - 2025 SALARIES

1. **On December 31, 2022**, the parties will identify the end rate for 2022, and adjust the increase/rate of pay to reflect a ranking of 3rd amongst its comparators. The calculation of the adjustment, if any, will include the gross percentage increase (annualized increase) and the Members will be paid back retroactively to January 1st of that year. In the event that our comparators are tied we will remain 3rd within that group.

2. **On December 31, 2023**, the parties will identify the end rate for 2023, and adjust the increase/rate of pay to reflect a ranking of 3rd amongst its comparators. The calculation of the adjustment, if any, will include the gross percentage increase (annualized increase) and the Members will be paid back retroactively to January 1st of that year. In the event that our comparators are tied we will remain 3rd within that group.

3. **On December 31, 2024**, the parties will identify the end rate for 2024, and adjust the increase/rate of pay to reflect a ranking of 3rd amongst its comparators. The calculation of the adjustment, if any, will include the gross percentage increase (annualized increase) and the Members will be paid back retroactively to January 1st of that year. In the event that our comparators are tied we will remain 3rd within that group.

4. **On December 31, 2025**, the parties will identify the end rate for 2025, and adjust the increase/rate of pay to reflect a ranking of 3rd amongst its comparators. The calculation of the adjustment, if any, will include the gross percentage increase (annualized increase) and the Members will be paid back retroactively to January 1st of that year. In the event that our comparators are tied we will remain 3rd within that group.

SCHEDULE "B"
CUMULATIVE SICK LEAVE PLAN

1. This Plan may be cited as "Cumulative Sick Leave Plan" for the Service.

2. In the Plan

   (a) “Board” means Hamilton Police Services Board, and

   (b) “Service” means Hamilton Police Service, and

   (c) "Day" refers to a period of eight (8) hours except where otherwise provided, and

   (d) "Human Resources Manager" means the Manager of Human Resources for Hamilton Police Service, and

   (e) "Member" means any salaried Police employee in the employment of the Board on and after January 1st, 1974, and

   (f) "Employment" means full-time employment in the service of the Board, and

   (g) "Six (6) months salary" means the Member's normal standard weekly salary earned at the time of death or retirement multiplied by twenty-six (26), and

   (h) "Standard normal daily rate of pay" means:

      (i) in the case of hourly paid Members, the standard number of hours normally worked per day multiplied by the standard rate per hour normally paid the Members, and

      (ii) in the case of salary paid Members, the standard salary normally paid per week divided by the standard normal days worked per week, and

   (i) "Three (3) months salary" means a Member's normal standard weekly salary earned at the time of death or retirement multiplied by thirteen (13), and

   (j) "Unbroken month" means, as the case may be:

      (i) a calendar month in which a Member is employed, full time or part-time, on all working days in that calendar month; or

      (ii) a calendar month in which a Member is employed, full time or part-time, on all working days but one (1) in that calendar month; or

(iii) a month to which Paragraphs 8(b) and 8(d) applies, and

(k) "Working day" refers to a regular tour of duty in any twenty-four (24) hour period except where otherwise provided.

3. The sick leave credits standing to the credit at December 31st, 1973, of each Member of a former Board is to be credited to that Member on January 1st, 1974.

4. (a) In addition to Paragraph 3 and commencing January 1st, 1974, a Member is entitled to sick leave credit of one and one-half (1½) days per month for each unbroken month of service with the Board.

(b) Subject to Paragraph 4(c), monthly sick leave credit accrues to a Member on the first day of the month following each completed calendar month of service.

(c) The entitlement of a Member to monthly sick leave credit accrual ceases

(i) as of the date of the retirement of a Member on pension, or

(ii) as of the date that the Member is suspended without pay by the Chief of Police, the sick bank will be reinstated if the Member is exonerated, or

(iii) Where a Member has been off work for any reason for two (2) years or more or

(iv) as of the date that the Member's employment with the Board is terminated, or

(v) as of the date of death of the Member.

except where a Member coming within the meaning of paragraphs (a) and (b) herein is re-employed in the same or in another capacity with the Board.

5. (a) A Member who has qualified for sick leave credit is entitled to sick leave at the "standard" normal daily rate of pay".

(b) A Member is entitled to, and the Board shall furnish, a statement of sick leave credit.

6. A broken month of service which is due to weather conditions or lack of work shall not be deemed to mean a broken month of service if the Member is employed a minimum of ten (10) working days during the calendar month.

7. A Member is not entitled to sick leave until the Member has established an

accumulated sick leave credit of nine (9) days.

8. (a) Where a Member is absent from employment for a period in excess of one (1) working day, the Member is not entitled to the sick leave credit referred to in Paragraph 4 (a).

(b) Paragraph 8(a) does not apply to a Member

(i) who has been granted a leave of absence by the Board, and who is employed a minimum of ten (10) working days during the month or months for which the Member is granted the said leave of absence, or

(ii) who is employed for a minimum of ten (10) working days in any month, but who has been subject to lay-off by the Board, or

(iii) who is absent and in receipt of compensation under *Workplace Safety and Insurance Act,* 1997

(iv) who is absent from employment for a period in excess of one (1) working day by reason of a bona fide sickness provided that the Member provides a medical certificate within thirty (30) calendar days of the first date of absence, at the Member's expense, to Human Resources.

(c) Where a Member is absent from employment due to a sickness for a period of not more than three (3) consecutive working days where such working days extend from one (1) calendar month to the next calendar month, the loss of the one and one-half (1½) days sick leave accumulation will only apply to the preceding calendar month.

(d) Where a Member who qualified for sick leave is on vacation leave and during the vacation leave is

(i) hospitalized, or

(ii) convalescing following hospitalization, or

(iii) in home care insofar as the Member, as confirmed by a qualified medical practitioner, suffered a period of illness during which the Member was totally confined to the home,

(iv) the period of time during which paragraphs (i), (ii) or (iii) apply shall be deemed to be sick leave and not vacation leave.

(e) In respect of Paragraph 8(d) a period of time equivalent to the period of time deemed to be sick leave, at the option of the Member, shall be

(i) added, as vacation leave, to the period of time originally allocated for vacation leave, or

(ii) granted to the Member as vacation leave at such later date as the Member may determine, subject to open signing block availability.

(f) Where a Member works for the first half of a shift and is unable to complete the second half due to illness, the Member will be debited sick leave credits equal to the number of hours not worked.

(g) A Member is entitled to up eight (8) hours with pay, annually, for the purpose of attending medical/dental appointments. Such medical appointments are to be calculated at a minimum of one (1) hour.

9. (a) Subject to Paragraphs 9(b) and (c), and save and except as provided in Article 15, a Member loses the cumulative sick leave credit

(i) if the Member is discharged from employment for cause,

(ii) if the Member resigns or voluntarily leaves employment,

(iii) if the Member, after a lay-off, fails to return to employment within a period of five (5) working days after the receipt of a notice to return to work,

(iv) after a lay-off for a period in excess of eight (8) months,

(v) after an approved leave of absence in excess of three (3) months, except as provided in Paragraph 9(b),

(vi) after an approved leave of absence of not more than twelve (12) months, except as provided in Article 9(c).

(b) Where the leave of absence in excess of three (3) months referred to in Paragraph 9(a) (v) is granted for the purpose of further instruction or education relative to the business of the Service, the Member on return to the Service of the Board may retain the cumulative sick leave credit if,

(i) cumulative sick leave credit existed at the time the leave of absence was granted, and

(ii) the Member returns to the Service of the Board immediately following the termination of the course of instruction.

(c) Where the approved leave of absence of not more than eighteen (18) months referred to in Article 9(a)(vi) is granted for the purpose of pregnancy leave, parental leave or non paid family leave such Member shall maintain the cumulative sick leave credit if:

(i) the cumulative sick leave credit existed at the time the leave of absence was granted, and,

(ii) the Member, on or before the expiration date of the leave of absence, gives notice in writing of intention to return to employment with the Board when suitable employment is available for which the Member is qualified.

10. A Member is not entitled to utilize sick leave credit (sick pay) outlined under the provision of this Plan:

(a) during a period of lay-off,

(b) during leave of absence granted without pay,

(c) during a period when the Member is absent and in receipt of compensation under the *Workplace Safety and Insurance Act*, 1997

(d) in advance of the accrual of the sick leave credit to the Member in the current month and such credit becomes available to the Member on the first day of the following month,

(e) for any occupational injury or sickness sustained during period of outside employment, if a Member is engaged in outside employment apart from employment with the Board.

11. The number of days or half days for which a Member may utilize a sick leave credit (sick pay) shall be debited from the cumulative sick leave credit subject to the provisions of 8(f) and (g) above.

12. (a) Only regular assigned working days form a part of an illness period and only such working days shall be debited from a Member's cumulative sick leave credit.

(b) Statutory or proclaimed holidays and regular days off do not form part of an illness period.

13. Overtime, shift differentials, bonus or other additional remuneration that the Member might receive from the Board is not to be included in the calculation or payment of sick leave credit, retirement gratuity or death gratuity. It is understood that the weekly sick leave payments with respect to illness or disability, and subject to the Member’s sick leave balance, will at least match the income benefits Employment Insurance would pay based on the Members insurable earnings.

14. A Member may utilize a sick leave credit (sick pay) for absence from employment:

(a) caused by personal illness or physical incapacity caused by factors over which the Member has no reasonable or immediate control,

(b) caused by exposure to contagious disease that in the opinion of the Medical Officer of Health or as contained in the Department of Public Health Regulations might endanger the health of other Members by attendance on duty,

(c) for a special reason which has been approved by the Chief of Police.

15. (a) A Member with ten (10) years of full-time service or more with the Service, whose services are terminated for any reason other than "discharge for cause", is entitled to a gratuity of one-half (½) the number of unused days of sick leave standing to the Member's credit, provided that in no case shall the amount of the gratuity be more the Member's regular earnings for the immediate preceding six (6) months

(b) Service for the purposes of this Plan shall be deemed to include service with a former Board or local municipality.

(c) Where a Member dies while in the employ of the Board, the Member's estate is entitled to receive payment of the gratuity in accordance with the provisions of this Paragraph.

(d) For Members hired after January 17, 2022 Article 15 (a) and (c) will no longer apply and Members will not be entitled to a sick leave payout.

16. The provisions of this Plan are to be administered by the Manager of Human Resources.

17. (a) Subject to Paragraph 17(b) regulations may be made from time to time under the provisions of this Plan for the purpose of effective administration of the provisions of the Plan.

(b) Regulations made pursuant to Paragraph 17(a) are to be approved by the Board.

(c) The regulations appended hereto form part of the Plan.

REGULATIONS

1. A Member shall, on the first day of illness, report or cause to report such illness to the Member's immediate supervisor and advise of their anticipated return to work date. Should there be a change in that prognosis the Member will advise management as soon as practicable.

2. If the Member is returning to some form of accommodated work, the Member will supply a completed Functional Abilities Form in advance of their return. Failure to do so may result in a delay of return to employment.

3. A Member who fails to report their illness to the Member's immediate

supervisor on the first day absent of absence from work due to illness may be considered as being absent without leave and is subject to the disciplinary process.

4. Upon receiving notice of Member's illness, the supervisor shall, on the same day, report such illness on the "absence report forms" as provided by the Human Resources Manager.

5. A Member whose illness extends to the fourth (4^{th}) working day shall, on or before the fourth (4^{th}) working day, file a doctor's certificate with Human Resources. Doctor's notes as required under this provision will be paid for by the Service.

6. For absences of two (2) weeks or greater the Members will notify their immediate supervisor at least two (2) working days prior to their return to work date and provide medical documentation authorizing the return to full duties as well as any medical restrictions they might have. Failure to do so may result in a delay of return to employment.

7. A Member failing to file a doctor's certificate after four (4) scheduled working days may be considered as being absent without leave and may be subject to the disciplinary process.

8. Where the immediate supervisor has reason to believe that absence of the Member was not due to illness, the immediate supervisor may require a doctor's certificate for one (1) day of absence. Doctor's notes as required under this provision will be paid for by the Board.

9. A Member whose illness extends to fourteen (14) consecutive working days may be required to file a doctor's certificate upon request. Doctor's notes as required under this provision will be paid for by the Board.

10. The immediate supervisor is responsible for reporting to the Human Resources Manager all cases of illness, periods of layoff, termination of service, absenteeism relative to the enforcement of the provisions of this Plan.

11. A Member failing to file a doctor's certificate upon request may be considered as being absent without leave and may be subject to the disciplinary process.

12. The Human Resources Manager

    (a) shall keep a record of all sick leave credits and cumulative sick leave credits, and

    (b) shall notify those responsible for payroll, when a Member is not, or has ceased to be eligible for the accrual or utilization of sick leave credits.

13. On retirement or death of a Member the Human Resources Manager shall advise those responsible for payroll of the number of days of cumulative sick

leave credits standing to the credit of a Member at the date of retirement or death.

SCHEDULE "C"
DENTAL PLAN

DENTAL BENEFIT

Part I Diagnostic, preventative, minor restorative, minor surgical charges

Part II Endodontics, 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 **eligible** charges.

Co-insurance on Insured Charges

Part I and Part II - One hundred percent (**100%)** on all charges

Part III Eighty percent (80%) on all charges

Part IV Fifty percent (50%) to a lifetime maximum of three thousand dollars ($3,000.00) per Member, spouse and dependent child

MAXIMUM BENEFIT PAYABLE

Part I and Part II - Unlimited

Part III - Two thousand, seven hundred and fifty dollars ($2,750) per person in a calendar year

Part IV - Fifty percent (50%) to a lifetime maximum of three thousand dollars ($3,000.00) per Member, spouse and dependent child.

It is understood and agreed that the Dental Codes and level of benefits set out in the Manulife Policy effective August 29, 2010 are the agreed upon benefits levels unless increased or reduced hereunder. Charges in this Schedule qualify to the extent that they are reasonable, customary, and medically necessary.

PART 1

1.1 DIAGNOSTIC

(a) Examinations

(i) Complete oral & recall examinations once every nine (9) months for Member and spouse and once every six (6) months for dependent children.
(ii) Specific oral area examination
(iii) Emergency examination

(b) X-rays: Diagnostic Services

Radiographic Examination (X-ray), complete series intra oral films (not more than once every twenty-four (24) months); Periapical films; Occlusal films; Posterior bitewing films once every nine (9) months for Members and eligible spouse and once every six (6) months r for dependent children; Extra Oral films; Sinus examination; Sialography; Use of radiopaque dyes to demonstrate lesions; Temporomandibular joint films; Panoramic film; Cephalometric films; Cephalometric films, Tracing and Interpretation; Interpretation of radiographs from another source; Tomography; Hand and wrist radiographs (as diagnostic aid for dental treatment)

(c) Tests: Specific Diagnostic Procedures

(i) Microbiological culture for determination of pathologic agents
(ii) Dental caries susceptibility test
(iii) Biopsy, soft-hard tissue
(iv) Cytological examination

(d) Case Presentation/Consultations

(i) Treatment planning
(ii) Consultation with patient
(iii) With another dentist

1.2 PREVENTATIVE

(a) Prophylaxis Scaling and Polishing –once every six (6) months for children and once every nine (9) months for Members and spouses.

(b) Preventive Recall Packages –once every six (6) months for children and once every nine (9) months for Members and spouses

(c) Fluoride treatment

(d) Oral hygiene instruction once every six (6) months for children and once every nine (9) months for Members and spouses

(e) Space maintainers, applicable only to the dependent, children of an individual, Pit and Fissure Sealants

(f) Interproximal Discing of teeth

(g) Caries/Trauma/Pain Control

(h) Occlusal Equilibration (Limited to eight (8) units of time per twelve (12) months).

1.3 MINOR RESTORATIVE

(a) Amalgam Restorations:

(b) Retentive pins (Pin Reinforcement)

(c) Stainless steel/plastic full coverage performed restorations

(d) Acrylic or Composite Restorations (tooth Coloured/permanent & primary teeth)

(e) Tooth coloured veneer applications

(f) Sedative Dressing

1.4 MINOR SURGICAL

(a) Extractions
  (i) Removal of erupted teeth, complicated and uncomplicated
  (ii) Removal of impacted teeth
  (iii) Removal of residual roots

(b) Residual Root Removal

1.5 ADDITIONAL SERVICES

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

(b) House Calls or Hospital Visits

(c) Special Office Visits

(d) Adjunctive Services – Drugs and injections

(e) In office and commercial laboratory charges

PART II

2.1 PERIODONTICS

(a) Periodontal recall examination

(b) Non surgical
- (i) application of displacement dressing,
- (ii) management of oral disease, and
- (iii) desensitization

(c) Surgical

- (i) the maximum benefit payable will include charges for packaging and post-surgical treatment.
- (ii) Application of displacement dressing,
- (iii) Management of acute,
- (iv) oral infections,
- (v) Gingival Curettage,
- (vi) Gingivolplasty,
- (vii) Desensitization of Tooth Surface,
- (viii) Gingivectomy,
- (ix) Osseous Grafts/Surgery-Osteoectomjy/Osteoplasty,
- (x) Osseous Grafts,
- (xi) Exploratory Flap approach with Osteoplasty/Ostectomy and with Curettage,
- (xii) Distal wedge procedure,
- (xiii) Pedical Soft Tissue Grafts,
- (xiv) Free Soft Tissue Grafts,
- (xv) Periodontal Abscess or Pericoronitis,
- (xvi) Post Surgical Periodontal treatment,
- (xvii) Vestibuloplasty

(d) Adjunctive Services:
- (i) Intra Coronal provisional Splinting,
- (ii) Extra Coronal provisional Splinting,
- (iii) Scaling,
- (iv) Root Planing,
- (v) Periodontal Appliances and
- (vi) adjustments to periodontal appliances

2.2 ENDODONTICS

(a) Pulp Capping – traumatic Exposure, Indirect Capping, caries, trauma and pain control

(b) Pulpotomy, Vital Pulpotomy permanent permanence molar

(c) Root Canal Therapy

(d) Apexifications, insertion and reinsertion of dentogenic media

(e) Periapical Services, Apicoectomy/apical curettage, retrofilling Root Amputation

(f) Other Procedures - Isolation of Endodontic tooth/teeth for asepsis, Surgery, Endotontic, Exploratory

(g) Bleaching – vital, in office. Effective February 1, 2020, bleaching to be deleted.

(h) Hemisection

(i) Intentional Removal, Apical Filling and Reimplantation:

(j) Endosseous Implants

(k) Emergency Procedures – isolation of Endodontic Tooth/Teeth for Asepsis, smoothing traumatized teeth, Occlusal Adjustment/Equilibration, Pulpectomy primary and permanent teeth, Repositioning of traumatically displaced tooth, Replantation (Excluding root canal therapy and surgery)

(l) Perforations/Resorptive defect – surgical and non surgical

2.3 MAJOR SURGICAL

(a) Residual Root Removal - Surgical Exposure of Teeth or orthodontic attachment

(b) Alveoloplasty:

(c) Gingivoplasty and/or Stomatoplasty

(d) Surgical Excisions (cysts and tumors)

(e) Surgical Incision

(f) Fractures – Mandibular, Maxillary, Alveolar, Laceration Repair

(g) Frenectomy, Dislocation of TMJ

(h) Miscellaneous Surgical Services, Sialolithotomy, Antral Surgery Recovery of Foreign bodies, Antral Surgery Lavage, antral Surgery Oro-Antral Fistula closure, Hemorrhage Control and Post Surgical Care

(i) Denture Adjustments

(j) Denture Repairs

(k) Denture Rebasing and Relining

(l) Transplantation of erupted tooth

(m) Gingival fiber incision

(n) Surgical Repositioning of tooth

(o) Excision, removal of bone

(p) Reduction in bone

(q) Space Maintainers

PART II
Extension of Insurance

If the insurance under this provision with respect to an insured person terminates due to termination of:

(a) the individual's employment,

(b) the individual's Membership in the class or classes of individuals eligible for insurance or

(c) 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

3.1 REMOVABLE PROSTHODONTICS

(a) Complete Dentures

(b) Transitional Partial Dentures

(c) Partial Dentures Acrylic Base, Wrought Bar with Rests/Clasps

(d) Partial Dentures Cast Chrome, Cobalt or Gold

(e) Resetting of teeth

(f) In-office and commercial laboratory charges for denture procedures

3.2 FIXED PROSTHODONTICS

(a) Pontics – Cast metal, Porcelain Fused to metal, Porcelain Aluminous, Acrylic Processed to metal, Transitional Acrylic

(b) Retainers - Inlay. Onlay - metal

(c) Repairs – replace broken facing, removal of fixed bridge, recommendation of fixed bridge

(d) Retainers – Crown – plastic/acrylic, porcelain/.ceramic/ ¾ metal full cast, cast metal and telescoping crown unit

(e) Splinting – fixed and removal of fixed bridge, repair and recommendation of fixed bridge

(f) Retentive Pins Inlays, Crowns and Abutments

(g) In office and commercial laboratory charges

3.3 MAJOR RESTORATIVE:

(a) Restorative - metal inlay and onlay, composite inlay and onlay, porcelain/ceramic inlay and onlay restorations, metal & composite restorations

(b) Retentive Pins in Inlays and Crowns

(c) Crowns – Plastic, Plastic/Metal Base, Transitional Plastic, Porcelain/Ceramic, Porcelain/Ceramic fused to metal, full cast metal, metal ¾ partial veneer

(d) Post and core – Posts Cast metal including core, Posts Prefabricated with Non-bonded Core for Crown Restoration or Fixed Bridge Retainer,

(e) Metal/Plastic transfer copings

(f) Plastic & Porcelain Repair

(g) Natural tooth preparation

(h) Coping Crown

(i) Other Restorative Services: Crowns cast metal, Recommendation/ Rebonding, Inlays/Onlays/Crowns/Veneers/Posts/Natural Tooth Fragments (chair side veneers only, exclude lab processed veneers), Removal, Inlays/Onlays/Crowns/Veneers (chair side veneers only, exclude lab processed veneers).

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:

(a) the replacement or addition of teeth is required to replace one (1) 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

(b) 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

(c) the existing denture is an immediate temporary denture replacing one (1) 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

(d) 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 during the calendar year shall not exceed two thousand five hundred dollars ($2,500.00).

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 percent (80%) of the Part III charges incurred.

PART III
Alternative Benefit Clause

Where an implant is the choice of treatment and a denture or bridge would produce professionally adequate results for the condition, the insurer will pay the cost of the implant expense and any related services, at a cost equal to the least expensive cost of a denture or bridge.

PART IV

4.1 ORTHODONTICS

Maximum Benefit Payable

(a) Fifty percent (50%) to a lifetime maximum of three thousand dollars ($3,000.00) per Member, spouse and dependent child.

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

(c) Coverage is provided at fifty percent (50%) of the Fee Guide or Schedule of Fees for general practitioners.

SCHEDULE "D"
EXTENDED HEALTH CARE BENEFITS

Basic Insured Charges

1. INSURED CHARGES

(a) The Board shall continue to contract with an insurance carrier, so as to maintain the benefit coverage provided to Active Members of the Hamilton Police via the Policy Document between Manulife Financial and the City of Hamilton Effective August 29, 2010 unless specifically increased or reduced hereunder.

(b) The benefits will be provided in accordance with the rules and regulations of the contracted plan dated August 29th, 2010 and the modifications set out in this MOA.

(c) In the event Members of the Service receive benefits coverage greater than set out in the policy dated August 29th, 2010 plus or minus those modifications set out in this MOA or negotiated under the terms of the Collective Agreement, the Board reserves the right to lower the coverage to explicitly negotiated terms. The Board shall notify the Association six (6) months in advance of any such change.

Nothing in this Schedule should be interpreted as reducing the Association's right to file grievances pertaining to Benefits disbursements.

2. CHARGES IN THIS SCHEDULE QUALIFY AS INSURED, BUT ONLY TO THE EXTENT:

(a) That they are Reasonable, Customary and Medically Necessary charges under the rules and regulations of the insurance carrier as per the policy dated August 29th, 2010.

For greater certainty, "Medically Necessary" means a treatment, service or supply which is generally accepted by the medical profession as essential, effective and appropriate in the diagnosis of, care or treatment of a specific medical condition, sickness or injury.

"Reasonable and customary charges" means those charges which are usually made in the absence of this or any similar coverage, for a specific type of care, service or supply, based on representative fees and prices in the geographic area in which the charges were incurred.

(b) That except where otherwise indicated, they are recommended or approved by a physician or surgeon legally licensed to practice medicine, and

(c) 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

(d) That they are not prohibited from payment by the Provincial Health and/or Hospitalization Plans.

3. BASIC BENEFITS

(a) 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 unless specifically reduced (e.g. Reasonable and Customary fees).

(b) The drug plan will require the substitution of generic drugs unless otherwise specifically prescribed by a physician.

(c) The maximum amount allowable for a prescription drug dispensing fee is ten dollars ($10.00) per prescription.

(d) The Reasonable and Customary amount paid out for prescribed drugs will be limited by (Best Available Price) BAP + ten percent (10%).

4. CUSTOM-BUILT ORTHOPEDIC BOOTS / SHOES AND ORTHOTICS

Charges which are reasonable and customary and medically necessary when incurred on the written authorization of a physician (medical doctor, chiropodist or podiatrist) and accompanied by a gait analysis.

(a) Two (2) pairs of custom built orthopaedic boots or shoes per calendar year to a maximum of five hundred dollars ($500) per pair, or the actual cost of modifications and adjustments to stock item footwear.

(b) Custom-moulded orthotics fabricated using raw material limited to five hundred dollars ($500.00) annually per covered person except for Dependents under the age of eighteen (18) who are limited to a two (2) pair maximum per annum.

The usual retail cost of any additional item(s) enticements included with the purchase of orthotics or custom-made boots or shoes must be reported and deducted from any invoice presented to the insurance company.

In consultation and agreement with the Association, the Chief may occasionally request that questionnaires be completed as part of the Carrier's regular auditing process and may hold payment pending the completion of the questionnaire.

5. DENTAL – ACCIDENTAL INJURY:

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.

6. SPECIALIST BENEFITS:

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, Customary, and Medically Necessarily Incurred.

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 license.

(a) Physiotherapy

(b) Chiropractors

(c) Osteopath

(d) Chiropodists or Podiatrist

(e) Alternative Medicine: Naturopaths and Acupuncture

(f) Massage Therapy

(g) Charges for diagnostic x-rays and Laboratory fees ordered by either b, c or d listed above.

Effective July 1, 2020:

Services listed in (b) to (f) are individually capped at six hundred dollars ($600.00), and Physiotherapy is capped at thirty seven hundred and fifty dollars ($3,750.00).

The total maximum for **services covered under (a) to (f)** is thirty seven hundred and fifty dollars ($3,750.00) per person per calendar year.

Effective sixty (60) days following ratification:

The total maximum for **services covered under (a) to (f)** is five thousand dollars ($5,000.00) per person per calendar year.

Services listed in (b) to (f) are individually capped at six hundred dollars ($600.00) and Physiotherapy is capped at five thousand dollars ($5,000.00).

Effective January 1, 2022

The total maximum for **services covered under (a) to (f)** is five thousand dollars ($5,000.00) per person per calendar year.

Services listed in (c), (d), (e) are individually capped at six hundred dollars ($600.00) and Physiotherapy is capped at five thousand dollars ($5,000.00).

Chiropractor (b) and Massage Therapy (f) services will be individually capped at six hundred and fifty dollars ($650.00).

Effective January 1, 2023

The total maximum for **services covered under (a) to (f)** is five thousand dollars ($5,000.00) per person per calendar year.

Services listed in (c), (d), (e) are individually capped at six hundred dollars ($600.00) and Physiotherapy is capped at five thousand dollars ($5,000.00).

Chiropractor (b) and Massage Therapy (f) services will be individually capped at seven hundred ($700.00).

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) 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.

(c) Charges for Hearing Aids prescribed by a physician certified as an Otolaryngologist, to a maximum benefit of five hundred ($500) every three (3) years. Effective February 1, 2020, charges for Hearing Aids

prescribed by a physician certified as an Otolaryngologist, to a maximum benefit of seven hundred and fifty ($750) every three (3) years.

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, Customary, and Medically Necessarily Incurred.

8. VISION CARE

Vision care combined maximum of four hundred and fifty dollars ($450) (over twenty-four (24) months), with a maximum of seventy-five dollars ($75) for eye exams.

9. EXCLUSIONS

No payment will be made for charges resulting from the following or for any cause set forth in the Limitation and/or Exclusions section(s) of the carrier's insurance policy. At a minimum, the policy will not include the following:

(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.

10. PAY DIRECT SYSTEM

A Pay Direct Card System shall be used by the parties in relation to the prescription drug benefit coverage provided under this Agreement, except only where the pharmacist refuses, or is unable, to participate in the Pay Direct System.

11. MEDICAL BENEFITS FOR RETIREES BEYOND AGE SIXTY-FIVE (65) WHO RETIRE BETWEEN JANUARY 1ST, 2006 AND DECEMBER 31ST, 2009

(a) 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 1st, 2006. The Spending Account will apply to Members and eligible dependents.

(b) The Spending Account will be available to Members for the five (5) years immediately following the Member's sixty-fifth (65th) birthday or until death, whichever comes first.

(c) The Spending Account will be to a maximum of two thousand, five hundred dollars ($2,500.00) per annum and will cover eligible Health and Dental Benefits available to the Members, inclusive of eligible dependents under the current Collective Agreement.

(d) All claims against the Spending Account will reflect the eligible maximums as outlined in the current Collective Agreement.

(e) All claims against the Spending Account must be accompanied by the original itemized statement and/or receipt from the medical service provider.

12. MEDICAL BENEFITS FOR RETIREES BEYOND AGE SIXTY-FIVE (65) WHO RETIRE BETWEEN JANUARY 1ST, 2009 AND DECEMBER 31ST, 2012

(a) 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 1st, 2010. The Spending Account will apply to Members and eligible dependents. Eligibility is dependent upon the Member turning sixty five (65) years of age.

(b) The Spending Account will be available to Members for the five (5) years immediately following the Member's sixty-fifth (65th) birthday or until death, whichever comes first.

(c) The Spending Account will be to a maximum of three thousand dollars ($3,000.00) per annum and will cover eligible Health and Dental Benefits available to the Members, inclusive of eligible dependents under the current Collective Agreement.

(d) All claims against the Spending Account will reflect the eligible maximums as outlined in the current Collective Agreement.

(e) All claims against the Spending Account must be accompanied by the original itemized statement and/or receipt from the medical service provider.

(f) Provided the Member attained eligibility as outlined in Article 1 above, the Account survives for eligible dependents until the date the Member would have turned seventy (70).

13. MEDICAL BENEFITS FOR RETIREES BEYOND AGE SIXTY-FIVE (65)

(a) 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 1st, 2013. The Spending Account will apply to Members and eligible dependents. Eligibility is dependent upon the Member turning sixty five (65) years of age.

(b) The Spending Account will be available to Members for the ten (10) years immediately following the Member's sixty-fifth (65th) birthday or until death, whichever comes first.

(c) The Spending Account will be to a maximum of three thousand dollars ($3,000.00) per annum and will cover eligible Health and Dental Benefits available to the Members, inclusive of eligible dependents under the current Collective Agreement.

(d) Effective January 1, 2024, the Spending Account will be a maximum of three thousand two hundred and fifty dollars ($3,250.00) per annum and will cover eligible Health and Dental Benefits available to the Member, inclusive of eligible dependents under the current Collective Agreement.

(e) All claims against the Spending Account will reflect the eligible maximums as outlined in the current Collective Agreement.

(f) All claims against the Spending Account must be accompanied by the original itemized statement and/or receipt from the medical service provider.

(g) Provided the Member attained eligibility as outlined in Article 1 above, the Account survives for eligible dependents until the date the Member would have turned seventy five (75).

SCHEDULE "E"
PROMOTIONAL PROCEDURE (2015) MEMORANDUM

The opportunity for promotion is a major motivator to many Members of this Police Service. Promotion recognizes achievement, fulfills personal and business plan goals and may stimulate new interest. However, the procedure must be viewed as being fair and attainable, and Members should have an understanding of the process.

With these thoughts in mind, a promotional procedure must follow a structured format to meets these needs. There must be basic eligibility standards, as well as objective criteria for selecting the best candidates. These standards and criteria must be compatible with the Organization's Vision, Mission Statement and core Values.

Likewise, Members must have confidence in the procedure. Members should have knowledge of the various stages in the process and what he or she will be rated on.

The Hamilton Police Service (HPS) has established, through a joint committee composed of Members of the Service and the Association, the following procedure which attempts to address these concerns.

Promotions:

(a) **Level I**: 1st Class Constable to Sergeant 2 or Detective 2; to remain at that rank for one (1) year before advancing to Sergeant 1 or Detective 1.

(b) **Level II**: Sergeant 1 or Detective 1 to Staff Sergeant or Detective Sergeant.

(c) **Level III**: Staff Sergeant or Detective Sergeant to Inspector.

PROCEDURE

A. GENERAL

CONSTABLE TO SERGEANT ONLY

The Promotional Process will be divided into two (2) separate and distinct Stages.

(A) **Stage One** – eligibility only

(B) **Stage Two** – Divisional Review – 100% of final mark.
Competency Tool – one hundred percent (100%)

SERGEANT TO STAFF SERGEANT AND STAFF SERGEANT TO INSPECTOR

The Promotional Process will be divided into three (3) separate and distinct Stages.

(A) **Stage One** – eligibility only

(B) **Stage Two** – Divisional Review – seventy percent (70%) of total mark. Competency Tool – one hundred percent (100%)

The Competency Tool mark will have a total mark of one hundred percent (100%) but will only be counted as zero percent (0%) of the final mark. Education and Continuous Learning is integrated into the Competency Tool.

(C) **Stage Three** – Panel Interview worth thirty percent (30%) of total mark broken down as follows: (2017)

Written Essay	10%,
Presentation on Essay topic	10%,
Interview	80%
Total Marks:	100%

The total marks are to be multiplied by thirty hundredths (.30) to equate to thirty percent (30%) of the final mark.

The Divisional Review mark (out of seventy percent (70%) and the panel interview mark (out of 30%) will then be added together for a total mark out of 100. Members with the highest total marks will make the promotional list, depending on the number of vacancies identified.

Vacancies

On January 31st of each year, the Chief of Police will project the number of vacancies expected for the following twelve (12) months (Jan. 1-Dec. 31). Once the number of vacancies has been established, the vacancies will normally be posted by use of a Notice of Process (see section 3) for the information of all Members, by February 28th of each year. Eligible Members will be invited to submit a memorandum indicating their intent to compete. Details on timelines and directions for application for promotion will be sent from Human Resources. Applicants will normally be expected to respond within three (3) weeks. (Note: Refer to the actual timelines for the process in each year) Once applications have been submitted, each will be verified for accuracy and eligibility and a list will be prepared.

Notice of Process

A Notice of Process shall be posted by February 28th each year and shall state:

a) The number of vacancies at each rank;

b) That the application to compete is to be submitted to the attention of the Commander where the Member worked or designate, and that an acknowledgement of receipt of each individual application will be issued; and,

c) The schedule of relevant dates in the Promotional Process (including acknowledgement dates, interview dates, etc.);

d) That qualified applicants moving beyond Stage Two, in the Sergeant to Staff Sergeant and the Staff Sergeant to Inspector Promotional Processes, will be expected to complete a memo of one (1) to two (2) pages in length two hundred and fifty to three hundred and fifty (250 to 350) words on a contemporary policing issue which will be scored;

e) That following the completion of the memo, in the Sergeant to Staff Sergeant and Staff Sergeant to Inspector Promotional Processes, an interview will be conducted involving a combination of behavioural and situational questions, based on information supplied in the Notice of Process, the Police Service Business Plan, the Police Service Mission Statement and the Values and Vision of the Hamilton Police Service.

B. STAGE 1 – ELIGIBILITY (All Processes)

To compete in the Promotional Process, a Member must be "qualified" for participation at the time of application. Qualification is attained by:

1. Writing the Ontario Police College Selection Examination (OPC) Promotional Exam) and obtaining an overall average of at least 70%.

NOTE: If a Member should receive a mark of less than 70%, he/she will lose his/her qualification for both promotion and Acting effective immediately. The Member shall remain unqualified until he or she has successfully rewritten the OPC Promotional Exam and scored over 70% for qualification in both the Promotional Process and for Acting.

OPC Promotional Exam Eligibility:

Applicants must be qualified for the next rank level by successfully completing this Exam prior to the Promotional Process application

deadline. For the **2015** process, Members must have achieved a mark of 70% or higher to enter the process.

OPC Promotional Exams will be set annually and officers are encouraged to participate in the examination process. Study materials are provided by the OPC, and our Training Branch conducts tutorials.

Prerequisites:

i. A Member aspiring for promotion to a higher rank must successfully complete the OPC Promotional Exam. Constables who are successful at writing the OPC Promotional Exam will remain qualified for a period of five (5) years unless reduced hereunder. Constables who wish to remain qualified beyond the five (5) year period will be required to write the OPC Promotional Exam a second time. Upon successful completion they will be considered qualified for life (QFL). Sergeants and Staff Sergeants will be qualified for life (QFL) after one (1) successful writing of the OPC Promotional Exam.

ii. Constables in their fifth year of recognized sworn service, may write the OPC Promotional Exam, but will not qualify until their actual anniversary date. Sergeants / Detectives, having completed one (1) year in that rank may write the OPC Promotional Exam and will be qualified upon successful completion. Staff Sergeants and Detective Sergeants may write the OPC Promotional Exam in their first year of that rank and will be qualified upon successful completion. If a Member's anniversary date falls after the closing date for the Promotional Process applications, that Member will not be qualified for that Promotional Process.

iii. All references to anniversary dates and recognized sworn service in this paragraph are referring to total continuous service with the HPS as a police officer. Members hired from other police services will be permitted to enter the Promotion Process after serving two (2) years with the Hamilton Police Service provided that their total recognized cumulative and continuous unbroken sworn police service is five (5) years or greater. Members hired from other services, who have written the OPC exam at their previous service, may use that OPC mark, provided:

a) Proof of exam results must be provided.
b) Meet all other HPS OPC Promotional Process Examination requirements.

2. Meeting the following Minimum Discipline Standard:

i) Disposition without a hearing as provided under the *Police Services Act* (P.S.A.) or as negotiated by the parties – two (2) or more

documented incidents within twenty-four (24) months of the date the promotion process is posted disqualifies the candidate provided the appropriate forms have been executed by the Service and the Member, and the combined penalties exceed 40 hours.

ii) Disposition with a hearing as provided under the *Police Services Act* (P.S.A.) – one conviction within twenty-four (24) months of the promotion posting disqualifies the candidate provided:

(a) the matter has been adjudicated in a hearing under Part V of the Police Services Act; and,

(b) the penalty exceeds forty (40) hours loss of pay, time, etc.

iii) A combination of any disciplines, where the penalty is greater than forty (40) hours disqualifies a candidate. (2012)

and;

3. **Meeting Minimum Sick-Time Record**. Minimum standard of no more than three (3) occurrences within a total of no more than seven (7) days absent within the twelve (12) months preceding the date of the posting of the promotional process. Any absences above the standard must be justified by medical certification in all cases and must have been provided within thirty (30) days of the original absence. (2005)
and;

4. Must have a minimum of five (5) years of unbroken, continuous sworn police service with a minimum of two (2) years at the Hamilton Police Service.

C. STAGE TWO – DIVISIONAL REVIEW

Stage Two is the “Final Stage” for the Constable to Sergeant Process and the “Short Listing Stage” for the Sergeant to Staff Sergeant and the Staff Sergeant to Inspector Processes. Candidates will be rated on competencies in a Divisional Review process.

The candidate “Final List” and “Short List” respectively, will be compiled as follows, based on the number of identified vacancies and the number of qualified candidates, including those found to be qualified after any appeal provided for in this Memorandum.

For 2015 only:

Sergeants:

The 2015 Sergeant promotional list will be capped at the top 10 candidates.

Note: For 2015, where additional vacancies occur up to December 31st, that exceed the original ten (10) vacancies, for each additional vacancy, one (1) additional promotion will occur up to maximum of fifteen (15) total promotions for Sergeant.

Staff Sergeants:

For 2015, the Staff Sergeant process will be run for two (2) promotions.

Note: If more than two (2) Staff Sergeant vacancies become available in 2015, for each additional vacancy, one (1) promotion will occur, up to a maximum of four (4) total Staff Sergeants promotions.

Inspector:

There will no Inspector promotional process held for 2015 at this time.

Minimum interviews of ten (10) candidates or 4:1 ratio of candidates to identified vacancies, whichever is greater.

The Divisional Review process will normally take place from the beginning of March in each year to the Beginning of April in each year. The results of the Divisional Review process will be distributed in April. (see Timelines)

NOTE: All Short-List numbers are based on an assumption that there are sufficient qualified applicants. If there are insufficient qualified applicants, the number of Short-Listed candidates will be fewer.

Divisional Promotional Review (DPC)

ALL RANKS:

Members in the promotional process will be required to prepare a resume of not more than two (2) pages. Members will also be provided the required competencies prior to the divisional review date. Members will be required to complete a competency assessment consisting of two (2) to five (5) points for each competency, identifying how the Member feels they demonstrate the competency. The competency assessment will be no more than two (2) pages in length. The Divisional Promotional Review Committee will rate the Member using the competency tool.

CONSTABLE TO SERGEANT AND SERGEANT TO STAFF SERGEANT

The Corporate Services Superintendent and/or a Superintendent agreed to by both parties, will sit in on all reviews in the Constable to Sergeant Process and Sergeant to Staff Sergeant process, to ensure consistent application across Divisions. The Commanding Officer of the Member in the process will be the Chairperson for any Divisional Review. The Commanding Officer of the Member in the process shall NOT be the Superintendent designated for

consistency purposes. A Deputy Chief, Association Representative and/or Human Resources will sit in on the first few reviews at each Division to ensure consistent application across Divisions. A Deputy Chief, Association Representative and/or Human Resources may attend further reviews if requested. Human Resources will also monitor marks as they are forwarded to Human Resources for consistency. Each candidate will be assessed and marks will be awarded for the Competency Tool.

The Divisional Promotional Committee (DPC) for the Sergeant and Staff Sergeant Process will be comprised of the candidate's Superintendent, Inspector, Staff Sergeant and Supervisor. A supervisor from each area the Member worked full time in over the last eighteen (18) months will be present in the Divisional Review. The Commander of the area that the Member worked in on December 31 of the preceding year will be responsible for setting the dates and times of the Divisional Review and for ensuring attendance of immediate supervisors and Staff Sergeants.

A quorum will be three (3) Members for the rank of Constable to Sergeant and Sergeant to Staff Sergeant. There must be at least one (1) Senior Officer present and one (1) direct Supervisor present.

STAFF SERGEANT TO INSPECTOR

The DPC for Inspectors will be comprised of only the candidate's Superintendent and Inspector; however, all Members are required for a quorum. It is agreed that the Commanding Officer shall be the Chairperson for all DPC's. A Deputy Chief, Association Representative and/or Human Resources may sit in on all reviews in the Staff Sergeant to Inspector Process, to ensure consistent application across Divisions.

Marking

Unless specifically addressed herein, whole marks only shall be used.

Candidates Identified

CONSTABLE TO SERGEANT

On or about the 12th of April of each year, the factors for evaluation in Stage Two will be completed and forwarded to the Human Resources Manager. The Human Resource Manager will identify the top ten (10) Candidates in the Constable to Sergeant Process. These candidates will be listed on the "Final Promotional List" alphabetically. Ties will be broken by the Member's seniority as defined herein. If a tie still exists after the seniority tie-breaker is used, then the list will be expanded to capture all the final ties. Members are to be promoted from the list based on organizational needs and not based on the ranking of the Divisional Review. The list will remain valid until exhausted. **For 2015, where additional vacancies occur up to December 31st, that exceed the original 10 (ten) vacancies, for each additional vacancy, one** (1)

additional promotion will occur up to maximum of fifteen (15) total promotions for Sergeant. If promotions are required after the fifteen (**15) promotions take place**, the process will run in **2016** to fill the 201**6** vacancies and any 201**6** projected vacancies.

SERGEANT TO STAFF SERGEANT AND STAFF SERGEANT TO INSPECTOR

The Human Resource Manager will identify and post the candidates who will move forward to Stage Three in the Sergeant to Staff Sergeant and Staff Sergeant to Inspector Promotional Processes. Candidates will be listed on the Short List alphabetically.

Stage Two Reviews

When the lists are posted, all candidates who do not appear on the lists may request to review their marks with their Divisional Commander when the process is completed. All marks will be kept confidential.

To protect the integrity of the Process, the Promotional Interview Committee will not be apprised of the candidates' marks from Stage Two.

D. STAGE THREE

SERGEANT TO STAFF SERGEANT AND STAFF SERGEANT TO INSPECTOR ONLY

Marking

Pre-interview Memo – 10 marks / Presentation on Report – 10 marks; / Interview – 80 marks. Total of 100 marks multiplied by 30%.

Stage Three consists of:

A A pre-interview written memo limited to no more than two (2) pages two hundred and fifty to three hundred and fifty (250 to 350) words on a contemporary scenario based policing issue that will be scored, (10 marks);

B A presentation to the interview panel on the written memo. Presentation to be no longer than five (5) minutes in length, (10 marks);

C An interview comprised of a combination of behavioural and situational based questions based on information supplied in the Notice of Process, the Police Service Business Plan, the Police Service Mission Statement, and the Values and Visions of this Police Service (80 Marks)

The Promotional Committee will weigh and rate A & B separately from the interview itself.

Interview Panel

The interview will be conducted by the Promotional Committee, which shall be comprised of five (5) Members above the rank of Staff Sergeant, with the Chief or a Deputy Chief as the Chair. A quorum will be a minimum of four, with the fifth Member acting as an alternate.

The persons comprising the Promotional Committee may change at the various interview levels.

The alternate may be present throughout the entire process and will rate candidates where present. However, the rating by the alternate will not be considered unless one (1) of the other Promotional Committee Members is absent from a vote or abstains from a particular interview.

Where an obvious conflict situation exists, identified by the Committee or by the candidate, the involved Committee Member shall disqualify him or herself. A candidate shall only be entitled to declare a conflict with respect to one (1) Committee Member during a Promotional Process. All conflicts must be brought to the attention of the Human Resources Manager prior to the interview.

Interview time and dates will be awarded based on a random draw, once the interview list has been determined as per Stage Two.

Candidates will not be allowed to bring any materials, other than their prepared memo and a personal biography into the interview.

Promotional List

To protect the integrity of the Process, the Promotional Interview Committee will not be apprised of the candidates' marks from Stage Two.

Members who do not make the list at the Constable to Sergeant Level, will be notified of the group that they fall in (i.e. 21-35, 36-50, 51-65 etc.)

At the conclusion of Stage Three, the scores will be forwarded to the Human Resources Manager or designate for melding with the results of Stage Two.

The aggregate score will establish the final ranking list for promotional purposes. In the event of a tie, ties will be broken by the Member's seniority as defined herein, and if still tied, the highest known score on the OPC Promotional Exam will be the deciding factor. The Promotional List will remain active up to and including December 31st of that year.

For the Sergeant to Staff Sergeant and the Staff Sergeant to Inspector Processes, all vacancies identified between January 1st and December 31st of the Promotional Process year, will be filled from the active List in order of

ranking on the list, except for situations where specialists are required (for example: Identification Officers). Promotions will be made for all vacancies that occur up to and including December 31st of the Process year. Only successful candidates will be notified whether they made the promotional list.

For 2015, the Staff Sergeant process will be run for two (2) promotions.

Note: If more than two (2) Staff Sergeant vacancies become available in 2015, for each additional vacancy, one (1) **promotion will occur, up to a maximum of four (4) total Staff Sergeants promotions.**

Inspector:

There will no Inspector promotional process held for 2015 at this time.

If the numbers of vacancies exceed the number of candidates on the list **after the four promotions have been made**, the vacancies shall be filled by Acting positions pending the next Promotional Process **in 2016.**

E. SENIORITY

Seniority will be used as a tie breaker, if the final mark of any Members are the same at the conclusion of the process.

Seniority will be calculated based on completed years of service as of the deadline for Promotional Process applications, which will normally be the end of February to the middle of March of each year.

Seniority will be calculated as follows:

a) Total completed years of continuous unbroken service with the HPS from date of hire as at the deadline for applications, which will normally be the end of February to the middle of March each year; and,

b) Fifty percent of total previous recognized sworn police service. For example, if a Member was hired by HPS with three and one-half (3 ½) years of previous service, they will receive a credit of one and three-quarter (1 ¾) years plus they will be credited with any service they have completed with the HPS.

Note: Recognized sworn police service will be defined as previous continuous, unbroken sworn Ontario police service served prior to being hired by the Hamilton Police Service. The Member's prior police service must be recognized in Ontario and resulted in the Member's hire by HPS without the need to attend the Police College basic new recruit training program.

Miscellaneous

Candidates attending Promotional Interview Panels are advised:

(i) For officers assigned to plainclothes duties (e.g. C.I.D., Special Services, etc.), the required dress is suitable business attire.

(ii) For officers assigned to duties requiring uniforms (e.g. Patrol, Records, P.S.O., etc.), the required dress is Number 1 Dress, minus lanyard, white gloves, hat and medals. (See Rules and Regulations for Order of Dress).

Once the Promotional Process is complete and the final List is posted, any candidate wishing a review of his/her individual scores and/or receive an explanation as to how he/she might improve may obtain this information by applying to their Commander or any other Member on the interview panel. This is not to be construed as an appeal. Members can provide a written response to the process which will be retained in the candidate's Personnel File and may be utilized for Career Development or for future Promotional Process purposes

SCHEDULE "F"

SHIFT SCHEDULES

INVESTIGATIVE SERVICES

FORENSICS BRANCH

WEEK 1							
	S	M	T	W	T	F	S
A	D	D		N	N		
A	D	D		N	N		
A	D	D		N	N		
B		D	D			N	N
B		D	D			N	N
B		D	D			N	N
C	N			D	D	D	
C	N			D	D	D	
C	N			D	D	D	
D		N	N			D	D
D		N	N			D	D
D		N	N			D	D

WEEK 2							
	S	M	T	W	T	F	S
D	D	D		N	N		
D	D	D		N	N		
D	D	D		N	N		
A		D	D			N	N
A		D	D			N	N
A		D	D			N	N
B	N			D	D	D	
B	N			D	D	D	
B	N			D	D	D	
C		N	N			D	D
C		N	N			D	D
C		N	N			D	D

WEEK 3							
	S	M	T	W	T	F	S
C	D	D		N	N		
C	D	D		N	N		
C	D	D		N	N		
D		D	D			N	N
D		D	D			N	N
D		D	D			N	N
A	N			D	D	D	
A	N			D	D	D	
A	N			D	D	D	
B		N	N			D	D
B		N	N			D	D
B		N	N			D	D

WEEK 4							
	S	M	T	W	T	F	S
B	D	D		N	N		
B	D	D		N	N		
B	D	D		N	N		
C		D	D			N	N
C		D	D			N	N
C		D	D			N	N
D	N			D	D	D	
D	N			D	D	D	
D	N			D	D	D	
A		N	N			D	D
A		N	N			D	D
A		N	N			D	D

HOURS

D = 0700-1700 HRS
N = 1700 - 0300 HRS

DNA COORDINATOR

Su	M	Tu	W	Th	F	Sa
D	D1	D1	D1	D1	D1	

HOURS: D1 = 0800-1600 HRS

VICE AND DRUGS

WEEK 1	S	M	T	W	T	F	S
GREEN		off	off	A	A	A	A
		off	off	A	A	A	A
		off	A	A	A	A	off
		off	A	A	A	A	off
		off	A	A	A	A	off
		off	A	A	A	A	off
DRUGS		D1	D1	D1	D1		off
		D1	D1	D1	D1		off
		D1	D1	D1	D1		off
		D1	D1	D1	D1		off
		D1	D1	D1	D1		off
		D1	D1	D1	D1		off
		D1	D1	D1	D1		off
		D1	D1	D1	D1	off	off
VICE		off	A	A	A	A	off
		off	A	A	A	A	off
		off	A	A	A	A	off
		off	A	A	A	A	off
ICE		D1	D1	D1	D1		
ICE			D1	D1	D1	D1	
H/TRAFFIC		D1	D1	D1	D1		
AFU		D2	D2	D2	D2	D2	
OIGEU		D2	D2	D2	D2	D2	
Dr. Control		D2	D2	D2	D2	D2	

WEEK 2	S	M	T	W	T	F	S
GREEN		D1	D1	D1	D1		
		D1	D1	D1	D1		
		D1	D1	D1	D1		
		D1	D1	D1	D1		off
		D1	D1	D1	D1		off
		D1	D1	D1	D1		off
DRUGS		off	A	A	A	A	off
		off	A	A	A	A	off
		off	A	A	A	A	off
		off	A	A	A	A	off
		off	A	A	A	A	off
		off	A	A	A	A	off
		off	A	A	A	A	off
		off	A	A	A	A	off
VICE		D1	D1	D1	D1		
		D1	D1	D1	D1		
		D1	D1	D1	D1	off	off
		D1	D1	D1	D1	off	off
ICE		D1	D1	D1	D1		
ICE			D1	D1	D1	D1	
H/TRAFFIC		D1	D1	D1	D1		
AFU		D2	D2	D2	D2	D2	
OIGEU		D2	D2	D2	D2	D2	
Dr. Control		D2	D2	D2	D2	D2	

VICE AND DRUGS Continued

Week 3	S	M	T	W	T	F	S
GREEN		D1	D1	D1	D1	off	off
		D1	D1	D1	D1	off	off
		D1	D1	D1	D1	off	off
		D1	D1	D1	D1	off	off
		D1	D1	D1	D1	off	off
		D1	D1	D1	D1	off	off
DRUGS		off	off	A	A	A	A
		off	off	A	A	A	A
		off	A	A	A	A	off
		off	A	A	A	A	off
		off	A	A	A	A	off
		off	A	A	A	A	off
		off	A	A	A	A	off
		off	A	A	A	A	off
VICE		D1	D1	D1	D1		
		D1	D1	D1	D1		
		D1	D1	D1	D1	off	off
		D1	D1	D1	D1	off	off
ICE		D1	D1	D1	D1		
ICE			D1	D1	D1	D1	
H/ Traffic		D1	D1	D1	D1		
AFU		D2	D2	D2	D2	D2	
OIGEU		D2	D2	D2	D2	D2	
Dr. Control		D2	D2	D2	D2	D2	

Week 4	S	M	T	W	T	F	S
GREEN		off	A	A	A	A	off
		off	A	A	A	A	off
		off	A	A	A	A	off
		off	A	A	A	A	off
		off	A	A	A	A	off
		off	A	A	A	A	off
DRUGS		D1	D1	D1	D1		off
		D1	D1	D1	D1		off
		D1	D1	D1	D1		off
		D1	D1	D1	D1		off
		D1	D1	D1	D1		off
		D1	D1	D1	D1	off	off
		D1	D1	D1	D1	off	off
		D1	D1	D1	D1	off	off
VICE		off	A	A	A	A	off
		off	A	A	A	A	off
		off	A	A	A	A	off
		off	A	A	A	A	off
ICE		D1	D1	D1	D1		
ICE			D1	D1	D1	D1	
H/ Traffic		D1	D1	D1	D1		
AFU		D2	D2	D2	D2	D2	
OIGEU		D2	D2	D2	D2	D2	
Dr. Control		D2	D2	D2	D2	D2	

SEXUAL ASSAULT UNIT

3 week rotation
Days 0800-1800
Afternoons 1300-2300
Saturday Afternoons 1000-2000

S	M	T	W	T	F	S	Week 1
			A	A	A	A	Team 1
		D	D	D	D		Team 2
	D	D	D	D			Team 3

S	M	T	W	T	F	S	Week 2
			A	A	A	A	Team 3
		D	D	D	D		Team 1
	D	D	D	D			Team 2

S	M	T	W	T	F	S	Week 3
			A	A	A	A	Team 2
		D	D	D	D		Team 3
	D	D	D	D			Team 1

SEXUAL ASSAULT UNIT – S/SGT.

Days 0730-1530

S	M	T	W	T	F	S
	D	D	D	D	D	

DOMESTIC VIOLENCE UNIT

2 week rotation
Days 0800-1800

WEEK 1

S	M	T	W	T	F	S	Week 1
	D	D	D	D			DV1
		D	D	D	D		DV2

WEEK 2

S	M	T	W	T	F	S	Week 1
	D	D	D	D			DV2
		D	D	D	D		DV1

MISSING PERSONS CO-ORDINATOR

Days 0800-1600

S	M	T	W	T	F	S
	D	D	D	D	D	

CHILD ABUSE BRANCH

C.A.S.U. (CRIMES AGAINST SENIORS UNIT)

HATE CRIME

WEEK 1

1300-2300				Team 1		
S	M	T	W		F	S
	A	A	A	A		
	A	A	A	A	A	

0800-1800				Team 2		
S	M	T	W	T	F	S
	D	D	D	D	D	
	D	D	D	D	D	
	D	D	D	D	D	

0800 - 1800				Team 3		
S		T	W	T	F	S
	D	D	D	D		
	D	D	D	D		

0800-1800				C.A.S.U.		
S	M	T	W	T	F	S
	D	D	D	D	D	
	D	D	D	D	D	

0800-1600				Hate Crime		
S	M	T	W	T	F	S
	D	D	D	D	D	

WEEK 2

1300-2300				Team 3		
S	M	T	W	T	F	S
	A	A	A	A		
	A	A	A	A	A	

0800-1800				Team 1		
S	M	T	W	T	F	S
	D	D	D	D	D	
	D	D	D	D	D	
	D	D	D	D	D	

0800 - 1800				Team 2		
S	M	T	W	T	F	S
	D	D	D	D		
	D	D	D	D		

0800-1800				C.A.S.U.		
S	M	T	W	T	F	S
	D	D	D	D	D	
	D	D	D	D	D	

0800-1600				Hate Crime		
S	M	T	W	T	F	S
	D	D	D	D	D	

WEEK 3						
1300-2300				Team 2		
S	M	TU	W	TH	F	S
	A	A	A	A		
	A	A	A	A	A	

0800-1800				Team 3		
S	M	TU	W	TH	F	S
	D	D	D	D	D	
	D	D	D	D	D	
	D	D	D	D	D	

0800 - 1800				Team 1		
S	M	TU	W	TH	F	S
	D	D	D	D		
	D	D	D	D		

0800-1800				C.A.S.U.		
S	M	TU	W	TH	F	S
	D	D	D	D	D	
	D	D	D	D	D	

0800-1600				Hate Crime		
S	M	TU	W	TH	F	S
	D	D	D	D	D	

BEAR

WEEK 1

DETECTIVE SERGEANT

S	M	Tu	W	Th	F	S
	D	D	D	D	D	

ARSON

S	M	Tu	W	Th	F	S
		D1	D1	D1	D1	

BREAK & ENTER AND ROBBERY - Team A

S	M	Tu	W	Th	F	S
	D1	D1	D1	D1		
	D1	D1	D1	D1		
	D1	D1	D1	D1		
	D1	D1	D1	D1		
		D1	D1	D1	D1	
		D1	D1	D1	D1	

BREAK & ENTER AND ROBBERY - Team B

Su	M	Tu	W	Th	F	S
	A	A	A	A		
	A	A	A	A		
	A	A	A	A		
	A	A	A	A		
A	A	A	A			
A	A	A	A			

AUTO SQUAD

Su	M	Tu	W	Th	F	S
	D1	D1	D1	D1		
		D1	D1	D1	D1	

SCRAP

Su	M	Tu	W	Th	F	S
		D1	D1	D1	D1	

WEEK 2

DETECTIVE SERGEANT

S	M	Tu	W	Th	F	S
	D	D	D	D	D	

ARSON

S	M	Tu	W	Th	F	S
	D1	D1	D1	D1		

BREAK & ENTER AND ROBBERY - Team A

S	M	Tu	W	Th	F	S
A	A	A	A			
A	A	A	A			
	A	A	A	A		
	A	A	A	A		
	A	A	A	A		
	A	A	A	A		

BREAK & ENTER AND ROBBERY - Team B

Su	M	Tu	W	Th	F	S
	D1	D1	D1	D1		
	D1	D1	D1	D1		
	D1	D1	D1	D1		
	D1	D1	D1	D1		
		D1	D1	D1	D1	
		D1	D1	D1	D1	

AUTO SQUAD

Su	M	Tu	W	Th	F	S
		D1	D1	D1	D1	
	D1	D1	D1	D1		

SCRAP

Su	M	Tu	W	Th	F	S
	D1	D1	D1	D1		

WEEK 1 continued

PAWN

S	M	Tu	W	Th	F	S
	D1	D1	D1	D1		

DNA WARRANTS/BAIT CAR
(accommodated)

S	M	Tu	W	Th	F	S
	D	D	D	D	D	

D = 0700-1500 HRS
D1 = 0700-1700 HRS
A = 1600-0200 HRS

WEEK 2 continued

PAWN

S	M	Tu	W	Th	F	S
		D1	D1	D1	D1	

DNA WARRANTS/BAIT CAR
(accommodated)

S	M	Tu	W	Th	F	S
	D	D	D	D	D	

D = 0700-1500 HRS
D1 = 0700-1700 HRS
A = 1600-0200 HRS

WEEK 3

DETECTIVE SERGEANT

S	M	Tu	W	Th	F	S
	D	D	D	D	D	

ARSON

S	M	Tu	W	Th	F	S
		D1	D1	D1	D1	

BREAK & ENTER AND ROBBERY - Team A

S	M	Tu	W	Th	F	S
		D	D	D	D	
		D	D	D	D	
	D	D	D	D		
	D	D	D	D		
	D	D	D	D		
	D	D	D	D		

BREAK & ENTER AND ROBBERY - Team B

S	M	Tu	W	Th	F	S
A	A	A	A			
A	A	A	A			
	A	A	A	A		
	A	A	A	A		
	A	A	A	A		
	A	A	A	A		

WEEK 4

DETECTIVE SERGEANT

S	M	Tu	W	Th	F	S
	D	D	D	D	D	

ARSON

S	M	Tu	W	Th	F	S
	D1	D1	D1	D1		

BREAK & ENTER AND ROBBERY - Team A

S	M	Tu	W	Th	F	S
	A	A	A	A		
	A	A	A	A		
A	A	A	A			
A	A	A	A			
	A	A	A	A		
	A	A	A	A		

BREAK & ENTER AND ROBBERY - Team B

S	M	Tu	W	Th	F	S
		D	D	D	D	
		D	D	D	D	
	D	D	D	D		
	D	D	D	D		
	D	D	D	D		
	D	D	D	D		

WEEK 3 continued

AUTO SQUAD

S	M	Tu	W	Th	F	S
	D1	D1	D1	D1		
		D1	D1	D1	D1	

SCRAP

S	M	Tu	W	Th	F	S
		D1	D1	D1	D1	

PAWN

S	M	Tu	W	Th	F	S
	D1	D1	D1	D1		

DNA WARRANTS/BAIT CAR
(accommodated)

S	M	Tu	W	Th	F	S
	D	D	D	D	D	

D = 0700-1500 HRS
D1 = 0700-1700 HRS
A = 1600-0200 HRS

WEEK 3 continued

AUTO SQUAD

S	M	Tu	W	Th	F	S
		D1	D1	D1	D1	
	A	A	A	A		

SCRAP

S	M	Tu	W	Th	F	S
	D1	D1	D1	D1		

PAWN

S	M	Tu	W	Th	F	S
		D1	D1	D1	D1	

DNA WARRANTS/BAIT CAR
(accommodated)

S	M	Tu	W	Th	F	S
	D	D	D	D	D	

D = 0700-1500 HRS
D1 = 0700-1700 HRS
A = 1600-0200 HRS

WEEK 5

DETECTIVE SERGEANT

S	M	Tu	W	Th	F	S
	D	D	D	D	D	

ARSON

S	M	Tu	W	Th	F	S
		D1	D1	D1	D1	

BREAK & ENTER AND ROBBERY -
Team A

S	M	Tu	W	Th	F	S
	D	D	D	D		
	D	D	D	D		
		D	D	D	D	
		D	D	D	D	
	D	D	D	D		
	D	D	D	D		

WEEK 6

DETECTIVE SERGEANT

S	M	Tu	W	Th	F	S
	D	D	D	D	D	

ARSON

S	M	Tu	W	Th	F	S
	D1	D1	D1	D1		

BREAK & ENTER AND ROBBERY -
Team A

S	M	Tu	W	Th	F	S
	A	A	A	A		
	A	A	A	A		
	A	A	A	A		
	A	A	A	A		
A	A	A	A			
A	A	A	A			

WEEK 5 continued

BREAK & ENTER AND ROBBERY - Team B

S	M	Tu	W	Th	F	S
	A	A	A	A		
	A	A	A	A		
A	A	A	A			
A	A	A	A			
	A	A	A	A		
	A	A	A	A		

AUTO SQUAD

S	M	Tu	W	Th	F	S
	D1	D1	D1	D1		
		D1	D1	D1	D1	

SCRAP

S	M	Tu	W	Th	F	S
		D1	D1	D1	D1	

PAWN

S	M	Tu	W	Th	F	S
	D1	D1	D1	D1		

DNA WARRANTS/BAIT CAR (accommodated)

S	M	Tu	W	Th	F	S
	D	D	D	D	D	

D = 0700-1500 HRS
D1 = 0700-1700 HRS
A = 1600-0200 HRS

WEEK 6 continued

BREAK & ENTER AND ROBBERY - Team B

S	M	Tu	W	Th	F	S
	D	D	D	D		
	D	D	D	D		
		D	D	D	D	
		D	D	D	D	
	D	D	D	D		
	D	D	D	D		

AUTO SQUAD

S	M	Tu	W	Th	F	S
		D1	D1	D1	D1	
	A	A	A	A		

SCRAP

S	M	Tu	W	Th	F	S
	D1	D1	D1	D1		

PAWN

S	M	Tu	W	Th	F	S
		D1	D1	D1	D1	

DNA WARRANTS/BAIT CAR (accommodated)

S	M	Tu	W	Th	F	S
	D	D	D	D	D	

D = 0700-1500 HRS
D1 = 0700-1700 HRS
A = 1600-0200 HRS

HOMICIDE

WEEK 1							WEEK 2							WEEK 3						
TEAM 1							TEAM 3							TEAM 2						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	D	D	D	D				D	D	D	D				D	D	D	D		
	D	D	D	D				D	D	D	D				D	D	D	D		
	D	D	D	D				D	D	D	D				D	D	D	D		
	D	D	D	D				D	D	D	D				D	D	D	D		
	D	D	D	D				D	D	D	D				D	D	D	D		
TEAM 2							TEAM 1							TEAM 3						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	D	D	D	D	D			D	D	D	D	D			D	D	D	D	D	
	D	D	D	D	D			D	D	D	D	D			D	D	D	D	D	
	D	D	D	D	D			D	D	D	D	D			D	D	D	D	D	
	D	D	D	D	D			D	D	D	D	D			D	D	D	D	D	
	D	D	D	D	D			D	D	D	D	D			D	D	D	D	D	
TEAM 3							TEAM 2							TEAM 1						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	D	D	D	D				D	D	D	D				D	D	D	D		
	D	D	D	D				D	D	D	D				D	D	D	D		
	D	D	D	D				D	D	D	D				D	D	D	D		
	D	D	D	D				D	D	D	D				D	D	D	D		
	D	D	D	D				D	D	D	D				D	D	D	D		
CORONORS BRANCH							CORONORS BRANCH							CORONORS BRANCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	D1	D1	D1	D1	D1			D1	D1	D1	D1	D1			D1	D1	D1	D1	D1	

HOMICIDE : 3 WEEK ROTATION

HOURS OF WORK

D = 0800-1800 HRS

SUPPORT SERVICES

BREATH TECHS

S	M	T	W	T	F	S
	N	N			D	D
D1			N	N		
	D	D			N	N
N			D	D		

D1 = 0800 - 1800

D2 = 0700 -1900

N = 6PM TO 6AM

BREATH TECH SPARES

S	M	T	W	T	F	S
	D	D			D2	D2
D2			D	D		
	D2	D2			D	D
D1			D2	D2		

K9

S	M	T	W	T	F	S
			T	N	N	N
			T	D	D	D
	D	D	T	D		
N	N	N	N			

COLLISION RECONSTRUCTION

S	M	T	W	T	F	S
	D	D			D	D
D1			D	D		
	D	D			D	D
D1			D	D		

D1 = 0800 - 1600

MARINE

S	M	T	W	T	F	S
N1			D	D		
	D	T			N	N
N1			D	D		
	D	T			N	N

Summer	D	0700 - 1900	12 HRS
	D1	0800 - 2000	12 HRS
	N	1200 - 0000	12 HRS
	T (Training)	0700 - 1900	12 HRS
	A/L	Annual Leave	
	STAT	a/t = Accrued Time	

Winter	D	0700 - 1900	12 HRS
	D1	0800 - 2000	12 HRS
	D2	0800 - 1600	8 HRS
	N	1200 - 0000	12 HRS
	N1	1200 - 2000	8 HRS
	T (Training)	0700 - 1900	12 HRS
	A/L	Annual Leave	
	STAT	a/t = Accrued Time	

SCHEDULE "G"
Maternity / Parental Leave Top Up Benefit

1. The objective of the Plan is to supplement the employment insurance (E.I.) benefits received by workers for temporary unemployment caused by pregnancy/parental or adoption leave.

2. The following groups of Members are covered by this Plan:

   - Full-time Civilian Members (Hamilton Police Association)
   - Police Members (Hamilton Police Association)

   who fall within the jurisdiction of Collective Agreements signed by The Hamilton Police Services Board and the Association.

3. Members must apply for the employment insurance benefit before the top up benefit becomes payable.

4. Members not entitled or disqualified from receiving E.I. benefits are not eligible for the top up benefit. Members do not have a vested right to the top up payments except for supplementing the E.I. benefits for the unemployment period as specified in this schedule.

5. (a) For Members approved for twelve (12) months of E.I. parental benefits, the benefit level paid under this Plan is set at eighty percent (80%) of the Member's normal weekly salary. It is understood that in any week, the total amount of top up, employment insurance, and any other earnings received by the Member will not exceed ninety-five (95%) of the Member's normal weekly earnings.

   (b) The maximum number of weeks for which top up benefit is payable is thirty (30) weeks including fifteen (15) weeks of parental benefits.

   (c) For Members approved for eighteen (18) months of E.I. parental benefits, the benefit level paid under 5(a) above will be prorated, but at no time will exceed what the Member would have received for total top up under 5(a).

6. The Plan is financed from the Board's general revenues. Top up benefit payments will be kept separate from payroll records.

7. In respect of the two (2) weeks non paid waiting period under the Employment Insurance Act, which commences at the beginning of a Members pregnancy leave, the Member shall be paid eighty percent (80%) of her regular weekly salary but with any other earnings received will not exceed ninety-five (95%) of the Members regular weekly salary.

8. 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.

9. The Member must provide the Board with proof of receiving E.I. benefits in order to receive payment under the Plan.

10. The Board's Revenue Canada Taxation registration number is WCX877606.

11. 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 "H"

Active Police Member Collective Agreement
PATROL BRANCH SHIFT SCHEDULE

The following provisions of the Active Police Member Collective Agreement are amended for the purposes of the Patrol Branch Shift Schedule only. All other provisions of the Collective Agreement which are not referred to in this Schedule remain in force and shall apply to Members working the Patrol Branch Shift Schedule.

ARTICLE 3
HOURS OF WORK AND OVERTIME

Hours of Work

3.1 Each Member of the Police Service is to perform such police duties as are assigned, from time to time, to the Member and in any event such duties, subject to the exigencies of the Service, are to be performed in each week:

(a) (i) for five (5) consecutive days, and
(ii) for forty (40) hours, but

In each period of eight (8) hours of police duties, all hours worked on an assigned shift will be consecutive hours, and subject to the exigencies of the Service, there is to be an interval of one (1) hour allowed for lunch, or

(b) (i) The normal hours of work for those Members assigned to the Patrol Branch shall be the shift rotation and hours of work as set out in this Schedule.

In each period of twelve (12) hours of police duties, all hours worked on an assigned shift will be consecutive hours and, subject to the exigencies of the Service, there are to be two (2) intervals for lunch. The lunch periods, one (1) period during the first six (6) hours, and the other during the second six (6) hours), shall be composed of one (1) sixty (60) minute period and one (1) thirty (30) minute period.

(ii) Patrol Constables who work the Patrol Branch schedule, Reception Officers and Supervisors, will work an average of forty-two (42) hours per calendar week. Hours in excess of, or less than the normal forty (40) hour work week are credited, or debited as "accrued time". A Member may accumulate or lose accrued time credits depending upon the number of hours worked in a calendar week.

A Member assigned to annual leave as per Article 4. (10) (b) of Schedule "H", or a training course, shall be credited or debited time as per the actual hours taken or assigned. Members on special leave, sick leave or W.S.I.B. leave in excess of one (1) complete calendar week shall not gain or lose accrued time.

3.2 (a) A Duty List is to be posted at each Police Station in the City of Hamilton not less than three (3) weeks in advance of the operative date thereof. Once posted, and subject to the exigencies of the Service and Articles 3.2(b) and (c) the list is not to be altered without the knowledge of the Member.

(b) Prior to the posting of the Duty List, changes to the Patrol Schedule may take place temporarily for the purposes of attending a training course.

(c) Prior to the posting of the Duty List, a change may take place to the Patrol Schedule temporarily not exceeding one (1) calendar week, not more than four (4) times in one (1) year per Member, for the purposes of identified Community Policing needs, or upon mutual consent. Consideration shall be given, where practicable, to utilizing one (1) of the identified starting times. Management shall maintain the total number of hours of work for the originally scheduled week. It is recognized that combining shifts of varied duration is permitted for this purpose. With consent of the Association, the above limitations may be exceeded.

3.3 (a) Where, as a result of exigencies of the Service, a Member is assigned other duties and, as a consequence of having signed for and utilized statutory holidays, is in a debit position with respect to the time utilized, the Member will be given the option of repaying the time in the current or following calendar year.

(b) Where the Member has a debit accrued time balance, in accordance with Article 3.1 (b) (ii) of this Schedule, and that balance is carried over to the following year and the Officer does not have an accrued time balance for that year, the debit shall be repaid from another credited source of that Member.

3.4 Overtime

In any twenty-four (24) period, time worked in excess of the Member's twelve (12) hour shift, is to be classified as overtime and paid in cash or lieu time, at the option of the Member, at the rate of one and one-half (1½) the Member's normal hourly rate of pay. Article 3.4 is to be interpreted,

(a) to not include police duties performed in excess of the normally scheduled hours in any twenty-four (24) hour period if it results from an exchange of shifts and,

(b) to include time worked in excess of the Member's normally scheduled hours when a Member attends Court on a regularly scheduled day shift and the Court period extends beyond the regularly scheduled finishing time, and

(c) (i) A Member shall be entitled to a minimum of seven (7) hours off duty between the time the Member has completed one (1) scheduled tour of duty and the time the Member commences another scheduled tour of duty.

(ii) In the event that a Member is scheduled or rescheduled to work a tour which does not allow for the minimum time off period of seven (7) hours, and the Member works such tour, the Member shall receive overtime premiums for the hours worked up to the minimum off time in accordance with the overtime provisions of this Agreement.

ARTICLE 4
ANNUAL VACATIONS WITH PAY

4.10 The following provisions shall apply to those Members working this Shift Schedule.

(a) (i) Signing sheets will be posted that indicate the days on which a Squad is required to work and the number of Members entitled to take time off on each day. Sheets will include a list of non-supervisory Members on the Squad in order of seniority. All supervisory Members (Sergeants and Staff Sergeants) will be listed within their own group on the Squad at their station, in order of seniority.

Management will balance Squads by seniority whenever possible.

(ii) For the purpose of (10)(b)(i) above, the minimum number of Members allowed off on annual leave per Squad at each station shall be determined using the chart outlined in Article 4.10(iii) below.

(i) Subject to eligibility requirements outlined in Article 4.10(iv), the minimum number of Members allowed off on annual leave at one (1) time shall be determined by the chart outlined below.

1 to 7 (Eligible Members on Unit / Squad)	1 Member off per week
8 to 12 (Eligible Members on Unit / Squad)	2 Member off per week
13 to 17 (Eligible Members on Unit / Squad)	3 Member off per week

18 to 22 (Eligible Members on Unit / Squad)	4 Member off per week
23 to 27 (Eligible Members on Unit / Squad)	5 Member off per week
28 to 32 (Eligible Members on Unit / Squad)	6 Member off per week
33 to 37 (Eligible Members on Unit / Squad)	7 Member off per week
38 to 42(Eligible Members on Unit / Squad)	8 Member off per week
43 to 47 (Eligible Members on Unit / Squad)	9 Member off per week

(ii) Officer eligibility per Unit / Squad shall be based on actual number of officers available for the street each year and in advance. Individuals who fall into the criteria below will be removed from the calculation:

1. Officers who are on a leave of absence in excess of three (3) months.
2. Officers who are suspended from duty.
3. Officers who are on a long-term illness, maternity leave or unpaid absences with no anticipated return to work for the annual leave signing year.
4. Officers who are seconded to other agencies or divisions for the annual leave signing year.

Officers excluded from this calculation will sign their annual leave, based on seniority, on a separate list.

(b) All Members will sign by seniority within their Squad. All supervisory Members (Sergeants and Staff Sergeants) will sign together within their Squad at their station. Signing for the subsequent year will occur on or before November 1st for the following year's entitlement. All annual leave time will be signed for in week entitlements. All time shall be debited in actual hours taken, as follows:

(i) First signing for two (2) weeks as defined in 4. (3)(a)(i) of the Agreement.

(ii) Second signing all remaining weeks of annual leave entitlement.

A calculation based on a weekly entitlement of forty (40) hours per week will be made in relation to the actual hours taken in the first and second signing, and any debit or credit shall be included in the projected accrued time entitlement.

(iii) Third signing all statutory holiday entitlement and seventy-five (75%) of projected accrued time entitlement. This time shall be

signed for in full scheduled shifts. Any remaining time shall be taken as elective time with the approval of the Commander.

(c) A Member will be allowed to change days signed for by arranging a trade with another Member within the Squad or by moving the date to an open spot, but notice must be given to the Command Officer. Members cannot move into an open spot within three (3) weeks of the affected calendar week without prior consent of the Command Officer.

(d) Any adjustments will be calculated by August 15th of the entitlement year, and the Member advised time owing must be signed for prior to posting of the first duty list for October, or control of time forfeited.

(e) It is agreed and understood that Article 4. (3) (c) of the Agreement shall not apply to those Members working this Shift Schedule.

ARTICLE 20
SHIFT PREMIUM

20.1 There is to be paid to each Member a shift premium of:

(a) Thirty (30) cents per hour for each hour actually worked by such Member who commences a shift between the hours of 1200 hours and 2400 hours.

(b) Forty (40) cents per hour (effective May 25th, 2015) for each hour actually worked by such Member who commences a shift between the hours of 1200 hours and 2400 hours.

PATROL BRANCH SCHEDULE

SUPERVISORS AND RECEPTION MEMBERS

12 HOUR SHIFT SCHEDULE

Day Shift	**S/Sgt.**	**0600 – 1800**
	Early Sgt.	**0600 – 1800**
	Late Sgt.	**0700 - 1900**
Night Shift	**S/Sgt.**	**1800 – 0600**
	Early Sgt.	**1800 – 0600**
	Late Sgt.	**1900 - 1900**

UNIFORM PATROL MEMBERS

12 HOUR SHIFT SCHEDULE

Day Shift	**0600 – 1800**
	0700 – 1900
	1000 – 2200
Night Shift	**1600 – 0400**
	1800 – 0600
	1900 - 0700

Supervisors and Reception Shift Rotation

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	**D**			**N**	**N**		
2		**D**	**D**			**N**	**N**
3	**N**			**D**	**D**		
4		**N**	**N**			**D**	**D**

Minimum Staffing Levels

	Division 1	Division 2	Division 3
1000 hrs.	16	17	18
1900 hrs.	16	17	18

LETTER OF INTENT: PART-TIME POLICING

Between

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

And

HAMILTON POLICE ASSOCIATION
(Hereafter Known as the Association)

The parties agree to continue to Pilot Part Time Policing with the eligibility criteria for selection remaining as agreed:

In the continuing pilot part time police Members will not exceed three percent (3%) of the total police population and will be utilized in the following areas:

a. to guard crime scenes
b. for prisoner and EDP escorts
c. Special Projects as agreed by the committee
d. Airport
e. Paid Duties
f. Hospital Guard

Full Time Members will be offered Paid Duties and Hospital Guard shifts first. Part Time Members will only be eligible for Paid Duties or Hospital Guard shifts if no Full Time Member accepts the work after all regular scheduling mechanisms have been exhausted.

The Parties Agree to the above article,

Signed at the City of Hamilton this 6TH day of FEB, 2023.

For the Board

For the Association

LETTER OF INTENT:

CARRY OVER, PAYOUT, TAKING OF ANNUAL LEAVE AND STATUTORY HOLIDAYS FOR MEMBERS OFF WORK ON WSIB OR MEDICAL LEAVE

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

And

THE HAMILTON POLICE ASSOCIATION
(Hereafter Known as the Association)

Effective January 1, 2014, all Members off work on extended WSIB or Medical leave and remain off work on WSIB or Medical leave from one (1) year to the next, with no expectation of a return to work within six (6) months, will be entitled to carry over the remainder of the year's unused annual leave and unused statutory holiday balance from the date of absence. All Members off work on extended WSIB or Medical Leave who remain off work beyond the first year will be entitled to accrue a maximum of an additional two (2) years of annual accrual, based on entitlement as of the last day of active work.

It is understood and agreed that the maximum carryover of Annual Leave and Statutory Holidays will be two (2) years plus whatever Annual leave and Statutory Holidays remain not taken in the year on the date the Member went off on the medical leave.

It is further agreed that these identified Members will no longer accrue Annual Leave and Statutory Pay for this period of absence and any related absence, other than what is identified above.

Payout:

If, after the maximum carry-over, the Member is unable to produce medical documentation with a return-to-work date, the Board shall pay-out all accrued Annual Leave vacation as soon as possible at the rate of pay the Member had on their last day of active work as described below.

Example:

Member entitled to 7 A/L weeks a year.

Member goes off work on: June, 2013. (Already took four (4) weeks, has three (3) weeks remaining)
Accrues for 2014. Seven (7) weeks). Accrues for 2015. (Seven (7) weeks).

Effective January 1st, 2016 the Board may pay-out the Member for seventeen (17) weeks of Annual Leave.

Rate of Pay:

The salary the Member was receiving the last date they were physically at work for a period of two (2) consecutive months.

All mandatory deductions required by legislation, the collective agreement, pension plan will be taken from the payout.

A/L Weeks Upon Return (Entitlement and Signing):

Members who have been paid out their final accrual but return to work at a later date will have to work and earn wages for an entire year prior to being entitled to take any annual leave. This shall only apply to Members hired prior to December 2, 2019.

Members falling within the parameters of this agreement will sign their normal entitlement (if applicable) for the year in the traditional fashion and any additional banked weeks will be signed after the 3rd or last signing in the group they are expected to sign with. The signing is subject to the normal rules of annual leave signing in open spots. The Member shall take all banked annual leave weeks in the year of return, subject to the Commander carrying over some or all the time for operational consideration. In any event, adjustments will be calculated by October 1st and the Member advised time owing must be signed for by November 1st or control of time is forfeited.

The Parties agree to the above article,

Signed at the City of Hamilton this 6TH day of FEB, 2023.

For the Board

For the Association

Letter of Understanding

Between

HAMILTON POLICE SERVICES BOARD
(Hereafter Known as the Board)

And

HAMILTON POLICE ASSOCIATION
(Hereafter Known as the Association)

Shift Sharing Pilot Project

The Association and the Board agree that there is merit in implementing a twelve (12) month pilot project in regards to shift sharing for Full-Time Members.

It is recognized that some Members may prefer specific shifts due to personal and work-life balance reasons, and therefore, this pilot project will be used to determine whether shift sharing between Full-Time Members will be a feasible practice going forward.

The parties agree to the following provisions regarding the Shift Sharing Pilot Project:

1. The pilot project shall commence effective January 1, 2022 and will be open to Full-Time Permanent Members who work 12-hour rotating shifts only.

2. The pilot project will permit Members to apply to partner with another Member to share shifts, if they perform the same job on an opposite squad. It is the responsibility of the Member to find a Member to partner with during the pilot project.

3. Members must submit their intent to participate in the pilot project to their Commander/Supervisor by October 31, 2021.

4. All intents to participate in the pilot project will be reviewed and approved by the Commander/Supervisor on a case-by-case basis that aligns with the exigencies of the Service. Approval shall not be unreasonably denied.

5. Members who are approved to participate in the pilot project must commit to shift sharing for a full calendar year.

6. The Annual Leave signing process will continue to be administered in accordance with Article 5 of the Collective Agreement.

7. For clarity, only Members who work the eligible shift will be entitled to shift premiums in accordance with Article 17 of the Collective Agreement.

8. The initial twelve (12) month pilot project shall conclude on December 31, 2022. The parties agree to meet prior to December 31, 2022 to discuss the results of the pilot project. If both parties mutually agree, the pilot project may be extended in twelve (12) month increments for the life of the Collective Agreement. Management has the sole discretion to end the pilot project after each twelve (12) month increment.

Signed at the City of Hamilton this 6TH day of FEB, 2023.

For the Board

For the Association

MEMORANDUM OF UNDERSTANDING

Between

HAMILTON POLICE SERVICES BOARD
(Hereafter Known as the Board)

And

HAMILTON POLICE ASSOCIATION
(Hereafter Known as the Association)

LONG TERM DISABILITY

The Board acknowledges that the Association has a Long Term Disability Plan for all Police, and Civilian Full Time Members.

In an effort to assist the Association in reaching all eligible Members, the Board agrees to provide all eligible new Members with the Long Term Disability application form and information package at the commencement of their employment. It is understood and agreed that Members have the option to cancel the LTD after they have been accepted by providing written notice (email or letter) to the Association.

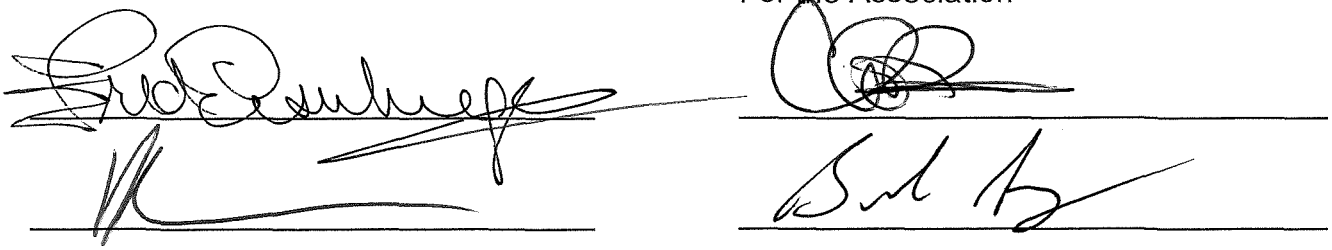
The Association recognizes that this is a favour to assist in capturing as many new eligible Members for the LTD insurance and in no way makes the Board responsible for providing a Long Term Disability Plan in any fashion. The Board will continue to provide a monthly staffing list to the Association who may audit the new hires for their purposes. The Board does not accept responsibility for any Members that are missed.

The Association will forward to the Board the LTD application forms and information packages for distribution to new hires and will notify the Board of any Member(s) who have registered for, or cancelled their LTD coverage for payroll purposes.

The Association will also notify the Board when Members are in receipt of LTD benefits for attendance tracking purposes.

Signed at the City of Hamilton this 11 day of August, 2020.

For the Association



APPENDIX "A"

MEMORANDUM OF AGREEMENT: JOB SHARE PROGRAM

B E T W E E N :

HAMILTON POLICE SERVICES BOARD

("The Board")

- and -

HAMILTON POLICE ASSOCIATION

("The Association")

WHEREAS the Board and the Association have agreed to adopt a Job Share Program which permits job share arrangements to be entered into by a limited number of qualified Members of the Hamilton Police Service ("the Service") in accordance with the terms set out below,

NOW THEREFORE the parties agree as follows:

STATEMENT OF PRINCIPLE

1. The purpose of job sharing is to provide full-time Members, with special needs, the opportunity to enjoy a better quality and balance in their working life by providing an opportunity, for a temporary time period, for full-time Members to apply for a reduction in hours of work to address these needs. It will allow Members, both police officers and Civilians, to share equally the duties and responsibilities of one (1) full time position without reduction in efficiency or productivity nor increase in cost to the Service.

2. Job share partners are to share hours equally, calculated over a bi-weekly period. Partners can negotiate their schedules, provided that equal time is worked by each partner bi-weekly, subject to any limitations specified herein or by the supervisor of the job share partners based upon the bona fide requirements of the position.

DEFINITION

3. "Job sharing" means that two (2) qualified Members of the Police Service share one (1) job which they are qualified to perform so that the pay, benefits and hours of duty for that position are shared equally by the two (2) Members in the same job classification.

4. Job sharing is a voluntary arrangement between two (2) qualified Association Members who are Members of the Police Service, who enter into an agreement to share one (1) job equally. During the duration of the job share, the job share partners will share salary and all benefits, such as holidays and sick leave, on a prorated fifty-fifty (50-50) basis, or as otherwise set out in this Agreement.

ELIGIBILITY FOR JOB SHARING

5. Any permanent full-time uniform or Civilian Member of the Police Service is eligible for participation in a job share arrangement, provided the Member is a current Member of the Association and has completed the required Police Service probationary period.

6. Both job share partners must be capable and qualified to perform the duties of the job they wish to share, with minimal training, once the job share commences. The determination as to whether the training required exceeds "minimal" training shall be determined by the Board. Where a conflict arises with the Board's determination on the issue of "minimal" training, the Job Share Committee will meet to try and resolve the conflict. In the event that a resolution cannot be reached at the Committee level, the decision of the Board will prevail.

7. A Civilian Member shall only share with another Civilian Member within the same job classification, unless otherwise permitted under this Agreement.

8. Where a Civilian Member cannot identify another full-time Civilian Member within the same job classification, the Civilian Member may look outside of their job classification, either higher or lower, provided that the other Civilian Member satisfies the requirements of paragraph 6. In such a case, the salary for the shared job shall be the salary of the position being shared. Where multiple job share partners have been identified, the Board, in its sole discretion, shall select the successful job share partner.

9. A uniform Member shall only job share with a Member of the same rank.

DURATION / TERMINATION / VARIATION OF THE AGREEMENT

10. This Agreement shall replace any and all Agreements previously entered into by the parties effective upon the date of the last signatory to this Agreement. This Agreement shall operate for a period of one (1) year, after which it will automatically renew annually unless terminated by the Board or the Association.

11. Should either the Board or the Association wish to terminate this Agreement, the terminating party shall provide the other party with thirty (30) days prior written notice, which shall include the reasons for termination.

12. The Board and the Association agree to review this Agreement, at the request of either party, for the purpose of making recommendations to their respective Boards as to any revisions in form which may be required.

13. The parties agree that should they fail to reach agreement with respect to the terms of continuation of this Agreement, or should either party seek termination of same, such matter will not be considered to be a disagreement between the parties and may not be the subject of a grievance.

14. In the event that this Agreement is terminated, upon expiry of any existing job share arrangements created under this Agreement or its predecessors, the Members will revert to their original positions under the current applicable Collective Agreement.

15. If this Agreement is varied by agreement of the parties, such variation shall apply to all job share arrangements created subsequent to the variation. Existing job share arrangements in progress at the time that the variation is agreed to shall continue under their existing conditions until the end of the twelve (12) month term of the job share arrangement. Thereafter, the varied provisions shall be applicable to any job share arrangements continuing or extended under the Program.

16. Should one (1) job share partner leave a job share during the duration of a job share arrangement, the position shall revert back to a full-time position. The remaining partner will be returned to the position occupied by the Member prior to the commencement of the job share, and the vacant job share position will be filled in accordance with the Collective Agreement provided it continues to be a position required by the Board.

DURATION AND TERMINATION OF A JOB SHARE ARRANGEMENT

17. Each job share arrangement shall be for twelve (12) months, unless extended in accordance with this Agreement. No job share agreement, inclusive of extensions, shall exceed five (5) years.

18. A job share arrangement shall be extended for a further twelve (12) months provided that:

(a) no other Members have applied for a job share arrangement; and

(b) the Board supports the extension.

19. A job share arrangement may be extended for a further three (3) twelve month periods beyond the extension granted under paragraph 18 provided that, prior to each such extension:

(a) no other Members have applied for a job share arrangement; and

(b) The Board and the Association support the extension.

20. A job share arrangement may be terminated by either job share partner, by the Board, or by the Association, at any time during the duration of the arrangement, provided no less than ninety (90) calendar days written notice is provided by the party wishing to terminate the arrangement to the other job share partner, the Board and the Association. This notice requirement shall apply where one (1) job share partner wishes to leave the job share position for any reason, including retirement and/or cessation of employment with the Service.

21. Upon termination of a job share arrangement, either on notice or by automatic termination, job share partners shall return to previously scheduled duties and responsibilities for a minimum duration of one (1) year before becoming eligible to apply for participation in another job share arrangement.

22. For Civilian Members and temporary Members hired to fill vacancies created as a result of the commencement of a job share arrangement will be dealt with as per Schedule ‘E’ of the Collective Agreement at the completion of the job share arrangement.

RESTRICTIONS AND TERMS

23. There may be limitations placed on the number of job share arrangements allowed and it may be necessary to identify certain positions which will not be eligible for job sharing. This will be done after a consultation process between the Board and the Association.

24. The number of job share arrangements allowed per department shall be determined by the Board. Participating Members will be required to sign individual job share arrangements as well as a joint agreement which will specify their relationship to the job, their hours of work, benefits, job duties, and the process which will be used to monitor the successfulness of the job share arrangement.

25. Temporary Members may be utilized to fill Civilian vacancies created as a result of job sharing. The vacancies will be filled by seniority, but will not be posted. Temporary Members will be notified at the time of hire that they are filling the position for the term of the job share arrangement only.

JOB SHARE CONDITIONS

26. It is the responsibility of the permanent full-time Member wishing to enter into a job share arrangement to locate another permanent full-time Member for the job share. If no permanent full-time Member is available, then a part-time and/or temporary full-time Members can be considered and jointly request a job share arrangement.

27. Where part-time Members are involved in a job share, the following rules apply:

    (a) In multiple incumbent jobs, other trained part-time Members shall have the opportunity to request to rotate into the job share semi-annually.

    (b) In single incumbent jobs, other trained part-time Members shall have the opportunity to request to rotate into the job share annually.

28. Job sharing Members shall not be permitted to engage in other employment that would be considered a full-time position for any Member of the public. The provisions of the *Police Services Act* dealing with part-time employment shall be applied.

29. A job share partner retains the right to apply for any other vacancies posted.

30. A job share partner retains the right to apply for any promotion that may occur.

31. If one (1) job share partner terminates the job share arrangement after giving the required notice, the remaining job share partner may attempt to find a job share partner replacement within the ninety (90) day notice period, provided the remaining job share partner wishes to continue in the job share arrangement.

32. Should the remaining job share partner not wish to continue, or be unable to find another job share partner, the Member will return to his or her prior position upon completion of the arrangement and the job share position will be filled in accordance with the Collective Agreement.

SCHEDULED CHANGES

33. Job share partners shall notify their supervisor of any schedule changes ten (10) days prior to such a change.

SENIORITY

34. Credited service for seniority purposes is to be calculated by each participant proportionate to the number of hours actually worked.

VACATION

35. Each participant will earn credited service proportionate to the amount of time worked in each year. Vacation entitlement shall be calculated proportionately, based on the time worked during the period of the job share. It is recognized that vacation credits are earned in the year previous to vacation being taken. Therefore, with respect to the taking of annual leave during the first year of the job share arrangement, fifty percent (50%) of the leave earned in the previous year shall be banked, until such time the Member returns to full-time duties, resigns, or retires from the Service. Any banked time shall be utilized by the Member within the first year of his or her return to full time employment.

Example: A Member entitled to three (3) weeks vacation at commencement of a job share which begins on 31st December 2007 who works fifty percent (50%) of the time for the year 2008 is:

(a) entitled to one and one half (1½) weeks vacation in 2008,

(b) banks one and one half (1½) weeks of leave to be utilized upon return to full time employment, and

(c) accumulates credited service equivalent to one-half (½) year for 2008.

STATUTORY HOLIDAYS

36. Members shall be entitled to fifty percent (50%) of the statutory holiday credits received by a full time Member during the job share arrangement. It will be the obligation of the job share partners to arrange a system so that each participant works or has off fifty percent (50%) of the contractual statutory holidays.

ACCRUED TIME

37. For job share positions which involve shift work which results in accrued time being associated with the position, the accumulation of accrued time will be pro-rated, according to each participants reduced hours of work.

COMPASSIONATE LEAVE

38. Job share partners will be eligible for compassionate leave on a pro-rated basis, based on the number of hours worked.

PERFORMANCE PAY

39. Where entitled to performance pay, each job share partner shall be eligible for:

(a) In the case of Civilian Members, fifty percent (50%) of the annual entitlement of performance pay; and

(b) In the case of Police Members, entitlement according to the hours that the Member has worked.

SALARY

40. Each full-time job share partner shall receive gross bi-weekly pay equal to fifty percent (50%) of the amount payable for the job being shared. Where part-time Members are participating in a job share, salary for the part-time Member will be based on actual hours worked.

41. Where job sharing occurs within the same salary classification with an identical wage step, each job share partner's rate will remain unchanged, except where an anniversary increase is granted. In the event

42. Where job sharing occurs within the same salary classification but involves job share partners with different wage steps, each job share partner's rate will remain unchanged, except where an anniversary increase is granted.

43. Where job sharing occurs between job share partners in different salary classifications, the following rules apply:

    (a) Where a Member in a higher salary classification agrees to share a job that has a lower salary classification, their salary shall be set at the closest lower step to the Member's current rate of pay of the salary range for the job share position;

    (b) Where a Member in a lower salary classification agrees to share a job that has a higher salary classification, their salary shall be set at the closest higher step to the Member's current rate of pay of the salary range for the job share position;

SICK TIME

44. A job share partner shall be eligible for a maximum of fifty percent (50%) of the sick credits that would be earned by a Members in a full time position.

ASSOCIATION DUES

45. Association dues and assessments payable by job share partners shall be one hundred percent (100%) of the regular dues paid by full time Members.

LIFE INSURANCE

46. Job share partners shall continue to participate in full one hundred percent (100%) Group, Life and Accidental Death & Dismemberment Insurance, based on the premiums payable for a full-time Member in that position. A job share partner and the Board shall each pay fifty percent (50%) of the costs of the applicable monthly premiums by payroll deduction.

EXTENDED HEALTH CARE

47. A job share partner shall be eligible for full one hundred percent (100%) extended health care and dental plans based on payment of one hundred percent (100%) of the premiums payable for a full-time Member in that position. A job share Member and the Board shall each pay fifty percent (50%) of the costs of the applicable monthly premiums by payroll deduction.

48. Members may, in writing, opt out of the extended health care and dental plans, if so desired. In that event, neither the Member nor the Board shall pay any of the premiums for such plans on behalf of the Member.

SHIFT DIFFERENTIAL

49. A job share partner shall be entitled to the appropriate shift differential for the applicable time worked.

OVERTIME

50. Job share partners will be entitled to overtime at the Collective Agreement overtime rates of pay for hours worked following a normal (scheduled) tour of duty; e.g. time in excess of twelve (12), eleven (11), ten (10) or eight (8) hours, as applicable.

51. Any time worked by one (1) job share partner for the other job share partner will be a matter between the job share partners. Such time would be paid by the Board to the originally scheduled job share partner at the normal rate of pay, except where the replacement job share partner became eligible for overtime pay for time worked in excess of the normal scheduled tour of duty.

PENSION

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

WORKPLACE SAFETY AND INSURANCE COMPENSATION

53. It is acknowledged by the Association and by job share partners that under Workplace Safety and Insurance Compensation legislation, job share partners are only potentially eligible for fifty percent (50%) of the amount set out in the Collective Agreement.

TEMPORARY FULL-TIME / PART-TIME MEMBER PROVISO

54. If a part-time or temporary full-time Member, as defined in the Collective Agreement, is involved in a job share arrangement, the parties agree that the provisions of Schedule ‘E’ in the Collective Agreement will be the only provisions of the Collective Agreement that apply to such part-time and

temporary full-time Member. Furthermore, it is clearly understood that Schedule 'E' of the Collective Agreement is modified by all provisions in this Policy.

JOB SHARE COMMITTEE

55. A joint Management / Association Committee will be established to review job share applications and to be available to discuss any problems that occur within a job share arrangement. Recommendations from this Committee will be made to their principal parties, for approval.

NOTIFYING HUMAN RESOURCES RE. CONTINUATION OF JOB SHARE AGREEMENT

56. Job share partners must notify Human Resources, in writing, not less than sixty (60) days prior to the end of each twelve (12) month term of their job share arrangement if they wish to continue job sharing.

57.

DATED at Hamilton, Ontario this _____ day of _____, 2009.

Original signed copy filed in Police Services Board Office
Bernie Morelli, Chair
Hamilton Police Services Board

(seal)

Original signed copy filed in Police Services Board Office
Lois Morin, Administrator
Hamilton Police Services Board

DATED at Hamilton, Ontario this _____ day of _____, 2009.

Original signed copy filed in Police Services Board Office
Brad Boyce, Administrator
Hamilton Police Association

(seal)

Original signed copy filed in Police Services Board Office
Mike Cruse, Executive Officer
Hamilton Police Association

APPENDIX “B”

CAREER DEVELOPMENT MANUAL

The Career Development Program had been established to assist sworn Members to take ownership of their careers, to develop knowledge, skills and abilities, while having the opportunity to experience a variety of jobs during the span of those careers.

1. Career Development Positions-Detective Constables

The following jobs are designated **"Career Development Positions-Detective Constable":**

Court Documents Bail Court Officer
Criminal Investigations (Divisional Detectives) Investigator
Forensic Identification Unit Investigator
Pawn Unit Investigator
Scrap Investigator
Gangs and Weapons Unit Investigator
Surveillance Unit Investigator
Technical Unit Investigator
Training Constable
Vice/Drugs Unit Investigator
Biker Enforcement Unit Investigator
Provincial Probation and Parole Liaison Officer
Major Fraud Unit Investigator
Technological Crimes Investigator
Collision Reconstruction Officer
BEAR Investigator
Child Exploitation Investigator
Human Trafficking

(a) <u>Selection Process for Career Development Positions-Detective Constables</u>

i) When a vacancy is identified, the Divisional Commander will notify Human Resources, who will create a "Notice of Career Development Opportunity-Detective Constable." The Notice will include a summary of duties, essential and desirable qualifications, and details of the particular selection process for that position. Details will include a description of any testing, interviews or other criteria to be used.

(ii) Human Resources will circulate the Notice to all sworn Members by electronic mail, and by posting a hard copy of the Notice in all sworn workplace locations, where feasible.

(iii) The Notice will direct applicants to reply by electronic mail to the Commander of the Division in which the vacancy exists, with a copy to Human Resources and current Divisional Commander.

(iv) The Commander of the Division in which the vacancy exists, Human Resources and the applicant's current Divisional Commander must receive replies within twenty-one days of the date of the Notice.

(v) The Commander of the Division where the vacancy exists will review each application and discuss it with the Member's Divisional Commander, where appropriate.

(vi) Testing and interviews will be coordinated as required.

(vii) Human Resources will individually notify all unsuccessful applicants.

(viii) Human Resources will notify all sworn Members by electronic mail once the successful candidate has been identified.

(ix) To assist in future career planning, a Member who was not selected may request an interview with the Member's Divisional Commander to discuss the Member's qualifications. If the matter is not resolved satisfactorily, the Member may appeal to the Deputy Chief of Police**.**

(b) <u>Duration of Career Development Assignments-Detective Constable</u>

Career Development Detective Constable position assignments have a maximum continuous duration of thirty-six (36) months, except for the Forensic Identification Branch Investigator, the Technical Unit Investigator, the Collision Reconstruction Officer, and the Technological Crimes Investigator which have a maximum continuous duration of eighty-four (84) months and the Surveillance Unit Investigator, the Vice/Drugs Branch Investigator, the Child Exploitation Investigator and the Gangs and Weapons Unit Investigator which have a maximum continuous duration of 60 months. Upon the expiration of a Career Development Detective

Constable assignment, a Member will not be eligible for another assignment for a period of twelve months.

(c) Exceptions

(i) Selection Process

Where dictated by exigent circumstances, such as promotions, changes in technology or investigative demands, the selection process may be varied. Where such an exigency occurs, the Chief of Police shall notify the Association, in advance, of the reasons for the variation.

(ii) Duration

Where dictated by exigent circumstances such as promotions, changes in technology or investigative demands, the duration of an assignment may be extended. Where such an exigency occurs, the Chief of Police shall notify the Association in advance of the reasons for the variation and must have approval of the Association for such extension.

Any such extension of an assignment shall be for a maximum of six months duration. During the period of the extension, the Member shall be compensated at the 1st Class Sergeant Rate.

Management may reduce the usual duration of the Career Development position during the posting process as required.

2. Primary and Secondary Career Development Positions

For the purposes of the Selection Process for Line/Support Personnel, the following jobs are designated **"Career Development Positions"**:

PRIMARY OPPORTUNITIES

Breathalyzer Technician (Centralized Breath Testing Unit)
Canine Officer
Canine Trainer
Community Services Officer
Crisis Outreach and Support Team Officer (C.O.A.S.T.)/MCRRT
Divisional Analyst
Divisional Youth Officer
Emergency Response Unit
Freedom of Information Officer
High Enforcement Action Team Officer
Marine Officer
Recruiting Officer
School Liaison Officer

Seniors' Support Officer
Special Events Coordinator
Strategic Intelligence Analyst
Towing Coordinator
Traffic Safety Coordinator
Use of Force Instructor

SECONDARY OPPORTUNITIES

Breathalyzer Technician (Uniform Patrol Officer)
Coach Officer
Crisis Negotiator
Public Order Unit
Scenes of Crime Officer

(a) Selection Process for Primary and Secondary Career Development Positions

(i) When a vacancy is identified, the Divisional Commander will notify Human Resources, who will create a "Notice of Career Development Opportunity". The Notice will include a summary of duties, essential and desirable qualifications, and details of the particular selection process for that position. Details will include a description of any testing, interviews or other criteria to be used.

(ii) Human Resources will circulate the Notice to all sworn Members by electronic mail, and by posting a hard copy of the Notice in all sworn workplace locations, where feasible.

(iii) The Notice will direct applicants to reply by electronic mail to the Commander of the Division in which the vacancy exists, with a copy to Human Resources.

(iv) The Commander and Human Resources must receive replies within twenty-one days of the date of the Notice.

(v) The Commander of the Division where the vacancy exists will review each application and discuss it with the Member's Divisional Commander, where appropriate.

(vi) Testing and interviews will be coordinated as required.

(vii) Human Resources will individually notify all unsuccessful applicants.

(viii) Human Resources will notify all sworn Members by electronic mail once the successful candidate has been identified.

(ix) To assist in future career planning, a Member who was not selected may request an interview with the Member's Divisional Commander to discuss the Member's qualifications. If the matter is not resolved satisfactorily, the Member may appeal to the Deputy Chief of Police.

(b) <u>Duration of Primary and Secondary Career Development Opportunity Assignments</u>

Upon the expiration of a Primary Career Development Opportunity assignment a member will not be eligible for another such assignment for a period of twelve months (365 days).

Jobs noted above and in the Position Directory as Secondary Opportunity positions have a maximum duration of thirty-six months, at which time the duration may be reviewed and extended if mutually agreed by the member and the Divisional Commander. A member solely holding a Secondary Opportunity position(s) who is otherwise eligible to apply for another Career Development Position will not be subject to the twelve month waiting period (i.e. 365 days).

Primary opportunities shall have a minimum of two (2) years and may be extended up to five (5) years. Canine Officer and Canine Trainer may be extended up to seven (7) years. The specific duration of the opportunity will be identified in the job posting.

(c) <u>Exceptions</u>

(i) No Eligible Candidates:

When a career development opportunity is posted, all applicants will be invited to apply, including Members who are ineligible due to the twelve (12) month waiting period. Members who are ineligible will only be considered for the position after the qualified applicants have been considered.

In a situation where no qualified applicants apply, the Divisional Commander shall have the authority to appoint a Member to the position.

(ii) Selection Process

Where dictated by exigent circumstances, such as promotions, changes in technology or investigative demands, the selection process may be varied. Where such an exigency occurs, the Chief of Police shall notify the Association, in advance, of the reasons for the variation.

(iii) Duration

Where dictated by exigent circumstances, such as promotions, changes in technology or investigative demands, the duration of an assignment may be

extended. Where such an exigency occurs, the Chief of Police shall notify the Association, in advance, of the reasons for the variation, and must have approval of the Association for such extension.

(iv) Accommodations

If a Member of the Association requires an accommodation, the Chief or designate may, appoint the Officer into a position that would normally require posting. This is providing that the Member has the essential qualifications to perform that job. Should a Member who has been placed in a position that would normally require a posting wish to leave that position for another designated Career Development position they would be subject to the usual posting and formal selection process. They would be further subject to the time limitations of the position.

3. DESIGNATED ACTING POSITIONS

Management may assign or designate Members to perform Acting duties, A/Sgt., A/Det., A/S/Sgt., A/D/Sgt., A/Insp. on a relief basis, but such period of assignment or designation will be limited to twelve (12) continuous months.

4. PREGNANCY / PARENTAL LEAVES

Members will be returned to Career Development positions upon their return from Pregnancy or Parental leaves for the remainder of time left on their original posting prior to the Leave.

Regular posting procedures will not apply to positions left temporarily vacant as a result of Pregnancy or Parental Leaves.

CHAPTER 3

POSITION DIRECTORY BY DIVISION

This Position Directory provides information on every sworn position in the Service, including a concise Summary of Duties, Essential and Desirable Qualifications, and a contact for information. The positions are listed by Division.

The main purpose of the Position Directory is to assist officers to realistically establish and pursue career goals. Officers will find this source useful when planning to compete for transfer or promotion, or when preparing for a developmental discussion with their supervisor.

Please note: the Summary of Duties and Qualifications contained in this document are intended to provide general information for career planning purposes only and are not intended to represent a definitive job description to be used for any other purpose.

Essential and Desirable Qualifications listed for each position are, where applicable, consistent with the key competencies which the Service seeks to identify and encourage in the Performance Appraisal and Development process. Reference should be made to the Performance Appraisal and Development Plan User Guide for direction on how an officer can use that Plan to develop key competencies.

Please note: some specialized positions have specific prerequisites, for example, Forensic Identification Branch Investigator (Detective Constable) applicants must have Scenes of Crime Officer experience.

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See the original document for Position Descriptions

APPENDIX A

IMPLEMENTATION PLAN

RECOMMENDATIONS:

1. That training for first-line supervisors be completed at the earliest opportunity so that they are familiar with all the components of the Program before the roll-out of the new Performance Appraisal and Development Plan form.

2. That an information package be distributed to Line/Support Members to coincide with the roll-out of the new form.

3. That an information package be distributed to the Staff and Detective Sergeants to augment the preliminary information that they received at a recent training session.

4. That initial distribution of a complete manual of information and instructions be made to first line supervisors, so that one copy is available for each Platoon or Branch.

5. That Human Resources evaluate and refit the Program, as necessary, one year and three months after the roll out of the Performance appraisal and development form, and that the evaluation include interviews with Members at each affected level.

6. That once adjustments have been made, each Line/Support Member receive a personal copy of the manual.

7. That Human Resources be responsible for the ongoing evaluation and maintenance of the Career Development Program and manual. That this include updating any added/deleted positions, and reviewing the Summary of Activities and Essential and Desirable Qualifications with the Divisional Commander when a job is being advertised, to ensure that the information is current.

8. That when the Performance appraisal and Development component of the Program be expanded to include Supervisory/Co-ordinate staff, and Management staff, and that the Qualifications contained in the Position Directory be reviewed to ensure that there; is concurrence between them and the Key Competencies.