

THIS AGREEMENT MADE THIS 16 DAY OF August, 2024

B E T W E E N:

HAMILTON POLICE SERVICE BOARD

(hereinafter referred to as “the Board”)

-and-

McMASTER UNIVERSITY

(hereinafter referred to as “the University”)

WHEREAS the Board is responsible for the provision of police services and law enforcement in the City of Hamilton pursuant to the provisions of the *Community Safety and Policing Act, 2019*, S.O. 2019, as amended, (hereinafter referred to as the “Act”);

AND WHEREAS the University has established its own Special Constable Campus Safety Services to perform certain policing functions;

AND WHEREAS members of the University’s Special Constables have held appointments as special constables under the former *Police Services Act*, and there has been an historic relationship between the University and the Hamilton Police Service (hereinafter referred to as the “Service”) of mutually supportive, effective and efficient co-operation in policing matters;

AND WHEREAS the University has applied to the Ministry of the Solicitor General (hereinafter referred to as ‘the Ministry’) to be designated as a Special Constable Employer under section 97 of the Act and Ontario Regulation 396/23 under the Act (hereinafter referred to as “O. Reg. 396/23)

AND WHEREAS the University has applied, and continues to apply, to the Board to have certain of its employees appointed as special constables pursuant to the relevant provisions of the Act;

AND WHEREAS the Board deems it expedient for these University employees to be appointed as special constables in order to provide such law enforcement and security services as are set out below;

AND WHEREAS the involvement of the University’s Special Constables assisting the sworn members of the HPS as specified under Item #5 in the schedule of O. Reg. 396/23 is consistent with the principles of community-based policing.

AND WHEREAS the parties wish to enter into an agreement to delineate the extent, purpose and terms of the appointments as special constables which shall be granted to the employees of the University appointed as special constables;

AND WHEREAS this agreement is contingent upon the University being designated as a Special Constable Employer under the Act pursuant to section 92(12)(3) of the Act.

IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

TERMS OF AGREEMENT, AMENDMENTS TO AGREEMENT AND DESIGNATES

1. This Agreement commences on the date of execution by the parties for a period of five (5) years and shall automatically renew, on the same terms, or as modified by the parties in accordance with its terms, for a successive five (5) year term unless terminated by one of the parties upon ninety (90) days notice to the other.
2. (a) If this agreement is breached by the University and such breach is not rectified within thirty (30) days after notice, the Board may:
 - (i) suspend or terminate the appointment of any special constable or special constables, either individually or collectively, as the case may be, upon written notice being given to the Solicitor General, in accordance with the provisions of Section 94(1) of the Act. In the case of termination, reasonable information shall be given with respect to the reasons for termination and an opportunity to reply, in accordance with subsection 94(2) of the Act; or
 - (ii) terminate this Agreement.
- (b) If this Agreement is breached by any special constable, the Board may suspend or terminate his or her appointment immediately, subject to the giving of notice as provided in subsections 94(1) and 94(2) of the Act.
3. Written amendments to this Agreement may be made from time to time, with the written consent of the parties.
4. The Chief of Police of the Service (hereinafter “the Chief”) or his/her designate is appointed as agent of the Board for the purposes of this Agreement.
5. The President of the University (hereinafter “the President”) or his/her designate is appointed as agent of the University for the purposes of this Agreement.

APPOINTMENT OF SPECIAL CONSTABLES

6. In order to qualify as a special constable, an individual must be an employee of the University hired to the special constable qualifications as per Section 92 of the Act.
7. All expenses associated with the application process will be paid by the University.
8. The University and the Board must be satisfied with the good character, reputation and suitability of each candidate for appointment as a special constable. In selecting candidates, the University will utilize a selection process which is consistent with the minimum requirements for police constables recruited by the Service. The University will be cognizant of the Equal Opportunity, Diversity and Inclusivity Goals of the Service and will endeavour to adhere to the principles thereof where practicable.
9. The University shall, prior to submitting the name of any individual to the Board for appointment as a special constable, be responsible for conducting appropriate background investigations satisfactory to the Board and tests as required from time to time by the Board (those in effect at the date hereof being set out in Appendix "A" hereto) to determine the suitability of the candidate for special constable status.
10. Along with the application for appointment, and the results of the background checks and tests, the University shall forward to the Board completed waivers and consent forms in connection therewith as may be prescribed by the Board.
11. The Board may, in its sole and unfettered discretion, refuse the appointment of any individual as a special constable whose application, including the answers supplied to the inquiries, checks and tests referred to in paragraph 6 or 9, is incomplete or, in the Board's sole and unfettered discretion, is unsatisfactory to the Board.
12. The Board may, in its sole and unfettered discretion, choose to retain any incomplete application for a reasonable time, such time not to exceed ninety (90) days, in order to allow the University an opportunity to provide to the Board such further and other material or information that may be required by the Board to complete the application.
13. The University undertakes that all information provided to the Board by or through the University regarding a proposed or current special constable shall be true, accurate and reliable to the best of the University's knowledge. It is understood that the Board shall retain all information provided to it by the University relative to special constables in accordance with the Service document retention policies.
14. If any material or intentional misrepresentation or omission is discovered by the Board to have been made in connection with the appointment of any special constable, including the answers supplied to the inquiries, checks and tests referred

to in paragraph 9, whether of not the University was aware of the misrepresentation or omission at the time of making the application for appointment or providing the information to the Board, the Board may immediately suspend or terminate the appointment of that special constable, subject only to the provisions of the Act respecting such termination or suspension.

15. Except as provided in paragraph 27, only those individuals who have been trained by the University in accordance with paragraph 23 shall be put forward by the University to the Board for appointment as special constables.
16. Subject to the University being designated as a Special Constable Employer, the Board shall appoint successful applicants as special constables subject to the terms of this Agreement and in compliance with section 92 of the Act.
17. The Board hereby agrees to the following terms or conditions that are expected to be imposed on a Special Constable's certificate of appointment regarding the purpose for Employing Special Constables, types of incidents the Special Constables may respond to, and any investigations they may undertake subject to O.Reg. 396/23 of the Act and the powers conferred upon Special Constables by the Board:
 - a. For the Types of Incidents and Investigations that Special Constables may Respond to as noted in O.Reg. 396/23, section 7(3)i, please see Table 1 in section 36.

Purpose of University Special Constables

- b. Providing security in relation to the geographic jurisdiction and premises contained therein as specified in section 31 of this Memorandum of Understanding.
- c. Assisting police officers in performing policing functions in relation to the premises of the University, including assisting with investigations into criminal offences or missing persons.
- d. For the purposes of paragraph c, assisting with investigations may include,
 - i. interviewing members of the public regarding alleged offences or missing persons,
 - ii. detaining, arresting or releasing individuals while acting under the direction of a police officer,
 - iii. securing or preserving evidence under the direction of a police officer,

- iv. seizing or storing evidence under the direction of a police officer,
 - v. securing crime scenes, and
 - vi. storing or processing evidence under the direction of a police officer.
- e. Preparing and serving summonses or other legal documents.
 - f. Executing warrants or other court orders on the premises of the University.
 - g. Laying charges while acting under the direction of a police officer.
 - h. Swearing informations.
 - i. Directing traffic on a roadway within the geographic jurisdiction of McMaster University as noted in Section 31 of this document.
 - j. Apprehending persons under Section 17 of the *Mental Health Act*.
 - k. Subject to subparagraph l, performing law enforcement functions in relation to an incident on the premises of the University while not acting under the direction of a police officer.
 - l. A Special Constable performing law enforcement functions in relation to an incident in accordance with subparagraph k shall transfer responsibility for law enforcement functions in relation to the incident to a member of the police service responsible for the area in which the incident occurred,
 - i. promptly where a person has been arrested or detained,
 - ii. in relation to an investigation, other than an investigation into a breach of a municipal by-law or a provincial offence that may be prosecuted under Part I of the *Provincial Offences Act*, after interviewing any involved persons and collecting any evidence that may be collected without a warrant, and
 - iii. in all other circumstances, in accordance with the Reporting Agreement as specified in paragraph 35 of this document
 - m. Performing policing functions, other than law enforcement functions, that do not otherwise fall within a purpose for which the Special Constable may act as a Special Constable in relation to incidents that require a policing response and that occur on the premises of the University, until members of a police service are able to respond to the incident.

Powers of University Special Constables as conferred by the Board

18. The Board hereby grants the following powers of a police officer under the following Acts which are to be included on the certificate of appointment relating to the above purposes set out in paragraph 17, subject to O. Reg. 396/23.
- a. *Liquor Licence and Control Act, 2019*;
 - b. *Mental Health Act (Section 17 Apprehension)*;
 - c. *Provincial Offences Act*;
 - d. *Trespass to Property Act*;
 - e. *Youth Criminal Justice Act (Canada)*; and
 - f. *Highway Traffic Act (Sections 134 - Direction of Traffic)*.

Permitted weapons and applicable conditions or restrictions of University Special Constables.

19. The Board hereby authorizes the use of the following weapons, as per O. Reg. 396/23, in Item 5 in the schedule for Special Constable Employer:
- a. Oleoresin capsicum spray.
 - b. Oleoresin capsicum foam.
 - c. Baton.
20. Upon appointment as special constables, the individuals shall be known as “McMaster University Special Constables” and are prohibited from identifying themselves as officers or employees of the Service.
21. The parties agree that nothing in this Agreement shall be interpreted to deem the University’s applicants or constables to be employees of the Service.

CONFIRMATION OF CURRENT SPECIAL CONSTABLES

22. The appointments of all special constables currently employed by the University are continued upon, and subject to section 92(12) of the Act, the terms and conditions of such appointments and of this Agreement. Such continuance is further subject, in the case of each such special constable, to
- (i) the Training requirements set out in Part III of Ontario Regulation 87/24 under the Act (hereinafter referred to as “O. Reg. 87/24”); and
 - (ii) the Board being satisfied as to his or her suitability according to the requirements of this Agreement.

TRAINING

23. The University shall be responsible for the training required to be completed by the applicants for appointment as special constables to achieve and to maintain the status of special constables, whether heretofore or hereafter appointed, according to training standards prescribed by Section 92 of the Act. The current requirements prescribed by the Board are contained in Appendix “B” annexed hereto.
24. Except as provided in paragraph 27, no applicant shall be appointed as a special constable who has not completed the prescribed training and every special constable shall be, and remain, trained in all components of his or her powers and duties as outlined in the Oath of Office and this Agreement, subject to O.Reg. 87/24.
25. The University shall submit annually to the Board for its approval a report outlining, the current status of training and all training policies for special constables employed by the University, including the course curriculum, course content and course instructors’ curriculum vitae. The Chief or his or her designate and the President or his or her designate shall maintain a close liaison to ensure that the University maintains police training standards that are of an acceptable level to the Board.
26. The Board, through the Chief, may agree to assist the University to meet training requirements, through provision of actual training, or the facilities for training, in the discretion of the Chief. Any such training provided may be the subject of a separate agreement entered into between the parties, if deemed necessary by the Chief or his/her designate.
27. Notwithstanding paragraph 24, the Board may, in appropriate circumstances, grant an exemption from the training requirements subject to Section 10, O.Reg. 87/24 for any special constable.

28. The Board may advise the University of appropriate, continuing training requirements.
29. The University will designate a liaison officer to the Service for the purposes of training, whose duties shall include maintaining contact and communication with the Board or the Chief, with respect to training and ensuring that all special constables are trained in accordance with this Agreement and that their training remains current and on-going through appropriate continuing training programs as approved by the Board.
30. The University will pay for all costs and expenses associated with the initial and on-going training of the special constables.

GEOGRAPHIC JURISDICTION

31. The geographic jurisdiction of the University's special constables shall be limited to:
 - (a) The properties under the control of the University and situated within the boundaries of the City of Hamilton;
 - (b) The public streets, roads and lanes upon which any of the properties referred to in subparagraph (a) abut, to the extent consistent with the duties of such constables to the University and hereunder,
 - (c) The City of Hamilton, for the sole purpose of transporting prisoners, when so directed or permitted by the Chief of Police or his/her designate in accordance with the terms of this Agreement.
 - (d) Any location within the City of Hamilton specifically for the purpose of providing security services at McMaster Convocation Ceremonies.

DUTIES AND RESPONSIBILITIES

32. All special constables whose appointments are made or continued pursuant to this Agreement shall have the powers of a police officer in accordance with the provisions described in paragraph 18.
33. The duties of all such special constables shall also be as set out in the Policy and Procedure Manual of McMaster Campus Safety Services as amended from time to time after consultation with the Chief or his or her designate, a copy of which is on file in the office of the Director of McMaster University Security Services.

Agreement on Reporting by the University to the Board - Re Types of Incidents that Special Constables respond to and the types of investigations they undertake.

34. In this section of the agreement, the University shall report to the Board on an annual basis the types of incidents and investigations listed in Table 1 in section 36.
35. Procedures respecting reporting to the Chief for areas where Special Constables responded to, and investigations undertaken either by assisting or transferring responsibility to Police Officers, or until members of a police service were able to respond to the incident are contained within a separate signed agreement with the Chief of Police and the Director of McMaster Campus Safety Services.
36. Table of types of incidents Special Constables may respond to and investigations they may undertake as per O.Reg. 396/23.

Table 1

Item #	Incident & Investigations	When Notified	HPS Chief's Designate to Receive Notification
1	Assisting police officers in performing policing functions in relation to the premises of the special constable employer, including assisting with investigations into criminal offences or missing persons,	Immediately through assisted HPS operational resources	Division 1 Staff Sergeant
2	Executing warrants or other court orders on the premises of the special constable employer.	As soon as feasible	Records Branch and Division 1 Staff Sergeant
3	Laying charges while acting under the direction of a police officer	Immediately through assisted HPS operational resources	Records Branch and Division One Crime Manager
4	Directing traffic on the premises of the special constable employer.	As soon as feasible	Division One Crime Manager
5	A special constable performing law enforcement functions in relation to an incident while not acting under the direction of a Police Officer.	Immediately; where a person has been arrested or detained, or if a missing person or	Division One Staff Sergeant, Records Branch, and Crime Manager

	shall transfer responsibility for law enforcement functions in relation to the incident to a member of the police service responsible for the area in which the incident occurred	Serious Policing Incident	
6	A special constable performing an investigation, while not acting under the direction of a Police Officer other than an investigation into a breach of a municipal by-law or a provincial offence that may be prosecuted under Part I of the Provincial Offences Act, after interviewing any involved persons and collecting any evidence that may be collected without a warrant	As soon as feasible	Division One Crime Manager or Division One Staff Sergeant
7	A special constable performing law enforcement functions in relation to an incident while not acting under the direction of a Police Officer in for all other circumstances not noted in Items 5 and 6.	Weekly	Crime Manager and Records Bureau
8	A Special Constable performing policing functions, other than law enforcement functions, that do not otherwise fall within a purpose for which the special constable may act as a special constable in relation to incidents that require a policing response and that occur on the premises of the special constable employer, until members of a police service are able to respond to the incident.	Immediately	Division 1 Staff Sergeant
9	Information on all vehicles that are towed.	Immediately	Records Branch

37. For greater clarity, Serious Policing Incidents include:

- a. Active Attacker related criminal matters;

- b. Any “Major Case” and “threshold offences” listed in the Ontario Major Case Manual;
- c. Any Incident involving weapons;
- d. Any incident involving Intimate Partner Violence;
- e. Sexual Assault;
- f. Missing Persons;
- g. Assault (with a weapon or causing bodily harm, or aggravated assault);
- h. Any “in-progress” criminal offences not listed above;
- i. All recovered stolen vehicles;
- j. Provincial Offences where the incident involved a major disturbance, personal injury, or property damage in excess of Five Thousand dollars;
- k. Any incident where there is a potential threat to life or property, including, but not limited to, fires, explosions and gas escapes;
- l. Any offences involving application of the *Youth Criminal Justice Act*; and
- m. All motor vehicle collisions if it involves personal injury or damage to property apparently exceeding the amount prescribed by regulation subject to the *Highway Traffic Act*.

LIMITATIONS

38. Appointment of special constables specifically excludes authority to
- (a) carry firearms;
 - (b) initiate and/or take part in any vehicle pursuit, which is defined as “an attempt to direct the driver of a motor vehicle to stop, the driver refuses to obey the special constable and the special constable pursues in a motor vehicle for the purpose of stopping the fleeing motor vehicle or identifying the fleeing motor vehicle or an individual in the fleeing motor vehicle”; and
 - (c) use or carry any equipment not authorized under the Act or Appendix B. The parties may agree to any other or additional limitations in a Schedule to be attached to this agreement.

ACCOUNTABILITY

39. The parties agree that the University will be accountable to the Board for all actions taken in relation to the exercise of the powers granted to special constables and to the University.
40. The University shall ensure compliance by the special constables with federal and provincial statutes, the terms of this Agreement, the Act and the applicable Regulations thereunder, and all internal policies and procedures of the University.
41. The Board shall forward to the University any rules and policies of the Service which relate solely to the activities of special constables appointed under the Act. Rules and policies which apply to the special constables appointed under this Agreement in the performance of their duties pursuant hereto shall be promulgated or changed only following consultation between the parties.
42. The University's enforcement policies will be provided to the Board prior to the coming into force of this Agreement, and the University agrees that any changes, deletions or additions to those enforcement policies shall be forwarded to the Board immediately after enactment by the University. Before making any such changes, deletions or additions, the University will consult with the Board.
43. The University shall forthwith report to the Board any material information, whether heretofore or hereafter received, concerning the misconduct of a special constable which comes or has come to the University's attention, including any complaint received under paragraphs 45, 46 or 47 and the Board may, upon receipt of this information, immediately suspend or terminate appointment of that special constable in accordance with section 94 of the Act.
44. All special constables shall comply with those provisions of the Act, the Regulations thereunder and special directives or policies of the Board, including those with respect to the use of force, that apply to special constables.

INVESTIGATION OF COMPLAINTS

45. All complaints received from the public concerning University special constables will be investigated according to Section 98 of the Act.
46. All complaints hereafter received concerning the conduct of any special constables, whether heretofore or hereafter appointed, that is relevant to his or her status as special constables, or any allegation that any special constable failed to provide adequate or competent service, shall be reported to, and be investigated by, the University in accordance with its internal policies and collective agreements, and copies of all such reports and investigation will be forwarded to the Board immediately, through the Chief.

47. Any allegations of criminal conduct involving McMaster University Special Constables shall be investigated by the Service, or such other Service as is designated by the Service.
48. In investigating complaints pursuant to paragraphs 45 or 46, the University will act in accordance with the University complaints process, a copy of which shall be provided to the Board prior to the enactment of this Agreement, and with the principles set out in the Act, to the extent practicable.

EXCHANGE OF INFORMATION

49. The parties recognize the importance of and need for timely and appropriate exchanges of information and each party agrees to inform the other of material matters relevant to this Agreement as soon as practicable.
50. The Board will ensure that all relevant material concerning rules and policies are provided to the University and correspondingly, the University will ensure that all material relevant to policing the area described in paragraph 31 will be provided to the Board.
51. In the course of their law enforcement duties, McMaster University Special Constables may be provided with confidential police information including but not limited to CPIC (Canadian Police Information Centre) and criminal record information. The parties agree to strictly respect the confidential nature and privacy of such information exchanged under the Agreement, and furthermore agree to comply with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* with respect to all information. Neither the University, nor any special constable, shall disclose, in any form or manner, confidential information provided by the Service. The University shall ensure its special constables swear to, or affirm, an Oath/Affirmation of Confidentiality, approved by the Board or the Chief.
52. When requesting criminal record or criminal information, including CPIC information, special constables will contact the Central Records Branch of the Service. Special constables will be required to identify themselves, and provide their personal password, and state the information sought. The Central Records Branch will inform the requesting special constable that the information will not be provided to the requesting special constable over the telephone. Rather, the information will be called into the McMaster University Security Office to be provided to the Director of McMaster University Security Services or designate.

As a general rule, information provided by the Service to special constables will pertain to warrants or outstanding charges and vehicle registration information only. If the party is wanted or subject to other charges, special constables will be

advised, in the normal course, that Service officers will respond. However, information relating to criminal records or criminal information may be provided where:

- (a) the subject of the query is under investigation for, or charged with, an offence under the *Criminal Code of Canada*, the *Controlled Drugs and Substances Act*, or other federal or provincial Act, and the information is required by the special constable for the conduct of the investigation or the processing of the charge; OR
- (b) the information requested essential to the performance of other law enforcement duties by McMaster University Special Constables, which shall be determined by the Service Records Supervisor who shall provide his or her express consent to any release.

53. It is recognized by the parties that any and all information provided is strictly confidential, and unauthorized release may result in serious consequences.

54. The University shall provide to the Board an annual report with statistical information including, but not limited to, information as to enforcement activities, training, supervision, complaints and other issues of concern to the parties and such further relevant information as may be requested by the Board.

TRANSPORTATION OF PRISONERS/CUSTODY OF PERSONS ARRESTED

55. The Chief, or his or her designate, has the discretion to allow special constables to escort and convey persons taken into custody, or apprehended under Section 17 of the *Mental Health Act*, within the geographic jurisdiction of the special constables and such persons shall be escorted and conveyed to the nearest police station or hospital in the City of Hamilton, forthwith.

56. The Service shall take custody of any person arrested by the University who requires detention.

PROPERTY

57. Property seized from persons in custody or as evidence shall be turned over to the Service forthwith in all situations where the person is being held in custody by the Service

EQUIPMENT

58. Equipment will be issued to the University Special Constables by the University after consultation with the Chief or his or her designate and according to O.Reg. 396/23. Equipment currently in use is as set out in Appendix "B" hereto. No

substantial change in any equipment will be made or additional equipment issued hereafter without the approval of the Chief or his or her designate. For these purposes of this Agreement, "equipment" means anything used by the special constable in the performance of his or her duties including uniform, identification, restraining devices and vehicles.

59. Furthermore, the University shall be responsible for ensuring that its employees refrain from using or displaying any identification issued by, or property of, the Service without the expressed consent of the Board.

INSURANCE

60. The University agrees to provide and maintain liability insurance and to file with the Board a current certificate of insurance in form and amount as set out in Appendix "C" hereto.

INDEMINITY

61. The University shall indemnify and save and hold harmless the Board, the Chief, and all members of the Service and the City of Hamilton, and their various agents and assigns, from and against all loss, liability, damage, expenses, or cost which the said parties may incur arising out of or related, directly or indirectly, to the policing activities of the University and its employees appointed as special constables. If the Board, the Chief, the City of Hamilton and/or their various members, agents or assigns are, without fault on their part, made a party to any litigation commenced by or against the University and/or the University's said employees (excepting litigation commenced by the University against the Board), the University shall protect, indemnify and hold harmless the Board, the City, the Chief and such member, agent or assign, and shall pay all costs, expenses and reasonable legal fees that may be incurred by the Board, the City, the Chief, and any such member, agent or assign in enforcing the terms, covenants and conditions of this Agreement, unless a court shall order otherwise.

Without limiting the generality of the foregoing, the University agrees to indemnify and save harmless the Service, the Board, and City of Hamilton, and their various members, agents and assigns, from any legal liability for costs or damages arising from the exercise, either directly or indirectly, of any powers (real or perceived) deriving from the appointment of any of its employees as special constables including any liability from a claim relative to:

- (a) false arrest, false or improper detention, and false or improper imprisonment;
- (b) malicious prosecution;

- (c) use of excessive force;
- (d) motor vehicle accidents or collisions;
- (e) negligent investigation;
- (f) inaction or failure to follow due process;
- (g) personal injury including death;
- (h) assault;
- (i) invasion of privacy;
- (j) wrongful entry;
- (k) slander, libel, and defamation of character
- (l) discrimination;
- (m) mental anguish or humiliation;
- (n) notwithstanding the requirements of the Chief or the Board, under the terms of this Agreement, for any defects or deficiencies in the training or procedures or in the policing engaged in by the special constables

IN WITNESS WHEREOF the parties have executed this Agreement under seal.

SIGNED, SEALED, and DELIVERED

in the presence of:

HAMILTON POLICE SERVICE
BOARD



Per: _____

Geordie Elms, Chair Hamilton Police Service Board

Per: _____

MCMASTER UNIVERSITY



Per: _____

AVP and Chief Human Resources Officer

Per: _____

APPENDIX "A"

Minimum Requirements

Comply with Section 92 of the *Act*.

In addition, you must:

- Possess a valid driver's license with no more than six (6) accumulated demerit points, permitting you to drive an automobile in Ontario with full driving privileges
- Have current certification in CPR and First Aid by the time you receive our offer of employment
- Pass a security clearance as well as background investigation, credit and reference checks
- Obtain a pardon if you have any criminal convictions under a federal statute. If you have "Findings of Guilt", which have resulted in absolute or conditional discharges, the records must be "sealed" by the Royal Canadian Mounted Police in accordance with the *Criminal Records Act*. For more information about getting a pardon, contact the RCMP or visit the [RCMP Web Site](#).

Candidates must successfully complete the following tests and assessments as part of the recruiting process;

- Completing a post secondary education program consideration will be given to those with enhanced education through Police Foundations / Law & Security programs or its equivalent
- Attendance at the 'Information Open House' to receive information related to the Job Description, Job Responsibilities and on campus authorities
- Complete written testing related to General Knowledge, Compositions Exercise, Essay and Cognitive Abilities
- Provide the Ontario Association of Chiefs of Police (OACP) Certificate, including Medical Examination Package certificate of completion
- Behavioural Event Interview
- Medical Examination
- Reference and background Check

APPENDIX “B”

TRAINING REQUIREMENTS

All University Special Constables will be required to successfully complete the training as per section 92 of the Act, and O.Reg. 87/24 under the Act

ISSUE OF EQUIPMENT

1. The following equipment is authorized by O. Reg. 396/23, and by the Chief of Police to be issued by the University to University Special Constables:

- ASP Baton
- OC Spray and Foam
- Handcuffs
- Approved uniform clothing
- Shoulder flashes indicating “McMaster University Special Constable”
- Bullet-proof vests and carriers
- Photo I.D. identifying holder as “McMaster University Special Constable”
- Marked vehicles, complete with light bars, and marked “McMaster University Special Constable”
- Bicycles for campus bike patrols

APPENDIX “C”

Insurance Requirements

McMaster University shall maintain, and provide proof of liability insurance in a form satisfactory to the Board.

Prior to the commencement of this Agreement, the University shall file with the Board a current Certificate of Insurance:

- evidencing proof of comprehensive general liability insurance in the amount of Ten Million Dollars (\$10,000,000.00), which shall be forwarded annually to the Board.
- naming the Hamilton Police Service Board, the City of Hamilton, and the Hamilton Police Service, as additional insured parties,
- undertaking to provide no less than thirty (30) days notice to each of the aforementioned in the event of any material change to and/or cancellation of any of the required policies,
- specifying the policy number, the effective date, and the expiry date.

The “Nature of the Operations” to which the insurance shall apply is:

“The training of Special Constables appointed by the Hamilton Police Service Board and employed by McMaster University, and the performance of duties by the said Special Constables, in accordance with the provisions of an Agreement between the Hamilton Police Service Board and McMaster University for this purpose.”