

SOURCE	Police		
EFF.	92	01	01
TERM.	93	12	31
No. OF EMPLOYEES	109		
NO. D'EMPLOYES	109		

1992 - 1993 AGREEMENT

Between

THE KINGSTON POLICE SERVICES BOARD

- and -

THE KINGSTON CITY POLICE ASSOCIATION
(SWORN MEMBERS)

The 1992 - 1993 agreement is a consolidation of the 1991 agreement, as amended by agreement during negotiations.

JANUARY 1, 1992 to DECEMBER 31, 1993

RES 17 1994

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I N D E X

	<u>P A G E</u>
ANNUAL VACATION	7
ARBITRATION	20
BARGAINING UNIT	2
CLEANING ALLOWANCE	13
CLOTHING ALLOWANCE	13
COMPASSIONATE LEAVE	13
CONSTABLE FIRST CLASS (C.I.D.)	10
DEFINITIONS	1 - 2
DENTAL	8
DISABLEMENT	16
GRIEVANCE PROCEDURE	18 - 19
GROUP LIFE INSURANCE	9
HOURS OF WORK	7
HOSPITAL, MEDICAL, DENTAL, VISION, GROUP LIFE INSURANCE AND RETIREES BENEFITS	9
LAY-OFFS & RECALLS	21
LEGAL INDEMNIFICATION	17
LIABILITY INSURANCE	9
LOSS OF PRIVILEGES ON SEPARATION	13
MANAGEMENT RIGHTS	2
MEMBERSHIP IN ASSOCIATION	2
MEDICAL	9
OVERTIME	4 - 6
PENSIONS	17
PERFORMANCE EVALUATION	21
PREGNANCY, ADOPTION, PARENTAL LEAVE	15 - 16
PRIVILEGES AND CONCESSIONS	12
PROMOTIONS & PROMOTION SUPPLEMENT	3 - 4
PROTECTION OF EXISTING BENEFITS	20
PYRAMIDING	21
RETIREES BENEFITS	9
RETIREMENT	18
SALARIES	10
SERVICE PAY	6
SHIFT DIFFERENTIAL	11
SICK LEAVE	13 - 14
SPECIAL PAY & ALLOWANCES	11
SPECIALIST PAY	11
STATUTORY HOLIDAYS	7
TERM OF AGREEMENT	22
UNEMPLOYMENT INSURANCE PREMIUM REBATE	21
VACATIONS	7
VISION	9
WARRANT CARDS	18
SALARY SCHEDULE	"A"
EXTENDED HEALTH BENEFIT SCHEDULE	"B"
(INCLUDING HOSPITALIZATION, DENTAL, AND VISION)	

THIS AGREEMENT made this 28th day of OCTOBER
One Thousand, Nine Hundred and Ninety Two (1992).

B E T W E E N

THE KINGSTON POLICE SERVICES BOARD

Hereinafter called **the** "Board"

OF THE FIRST PART

- and -

THE KINGSTON CITY POLICE ASSOCIATION
(SWORN MEMBERS)

Hereinafter called the "Association"

OF THE SECOND PART

WITNESSETH THAT:

WHEREAS following negotiations on proposed amendments to the 1991 agreement, it was agreed by both parties that a new agreement **should** be prepared and executed by the parties hereto, containing the amendments accepted by both parties;

NOW THEREFORE, the parties hereto **have** agreed as follows;

1. DEFINITIONS

(a) In this agreement **the** word "Member" means **a person** employed in the service of the Board in any of the positions listed in Schedule "A" to this agreement, provided however, that the words "Association Member" means a person **who** holds membership in the Association.

(b) Seniority of service means the length of service computed from the day the member began service with the Force. When a member is promoted to a rank above Constable First Class, for the **purposes** of holiday selection only, that member's seniority shall be computed from the date of promotion. If more than one member is promoted to the same rank on the same day, their seniority shall commence the day the member began service with the Force.

1990

1. DEFINITIONS (continued)

(c) The probationary period shall be in accordance with the Provisions of the Police Services Act. (1992)

(d) Extended sick leave provisions will apply when a member has missed ten (10) consecutive tours of duty or a member is aware, through consultation with a physician, that an illness will in all likelihood cause the member to miss more than ten (10) tours of duty and so informs the Chief of Police. (1992)

2. BARGAINING UNIT

This Agreement covers all members as hereinafter defined, regardless of whether they be Association Members.

3. MEMBERSHIP IN ASSOCIATION

(a) Any Member may be an Association Member.

(b) It shall be a condition of employment that all members, regardless of whether they be Association Members, shall pay to the Association an amount equal to the monthly dues payable to maintain membership in the Association and such amount shall be deducted from the salary cheques of all members who are not Association Members on the last pay of each month and remitted monthly to the Association, together with a list of names of the members from whom the dues have been deducted.

The Association shall certify to the Board the amount of monthly dues in effect currently and, from time to time, shall certify any change or changes in such amount.

(c) the Board agrees that there shall be no discrimination, interference, restraint, or coercion exercised or practised by the Board or any of its representatives, with respect to any member because of membership in, or connection with the Association. Neither the Board nor any of its representatives shall discourage a member from becoming an Association Member.

4. MANAGEMENT RIGHTS

4.01 (a) The Association recognizes that, subject to the provisions of the Police Services Act and the Regulations made thereunder by the Lieutenant Governor in Council, it is the exclusive function of the Board to:

(i) maintain order, discipline and efficiency;

(ii) hire, discharge, direct, classify, transfer, promote, demote or suspend, or otherwise discipline any member.

(b) The Board agrees that no member will be dealt with adversely without "just cause", and that it will exercise the functions outlined in paragraph (a) in a manner consistent with this Agreement.

M' AGEMENT RIGHTS - Continued

(c) If a member claims that the Board has exercised any of the functions outlined in paragraph (a) in violation of this Agreement, then such a claim may be the subject of a grievance under the provisions of the grievance procedure outlined in the Agreement, or the arbitration procedure set out in the Police Services Act.

5. PROMOTIONS AND PROMOTION QUALIFICATION SUPPLEMENT

(a) Any member who, with the approval of the Chief or designate, performs the duties of a superior above the rank of Constable First Class for a period in excess of twenty (20) consecutive scheduled tours of duty, shall be paid while so employed at a rate equal to Grade II of the job performed and such payment shall be retroactive to the first day of commencing in the acting capacity. It shall be the member's responsibility to notify the Divisional Commander and to submit a claim for the payment of this benefit either (a) upon reaching twenty (20) tours of duty, or (b) within thirty (30) days of completion of the acting assignment. Call-outs and overtime in any capacity are not counted in the consecutive scheduled tour of duty. (1992)

(b) In all promotions, the following factors shall be considered

- (i) Knowledge, efficiency and ability to perform the work;
- (ii) Physical fitness;
- (iii) Length of continuous service, provided that if leave of absence be granted by the Board, such leave of absence shall not constitute a break in continuous service.

When factors (i) and (ii) are relatively equal, factor (iii) shall govern.

(c) Members below the rank of First Class Constable shall be eligible for promotion as follows:

- (i) From Fourth Class Constable, Grade III to Fourth Class Constable Grade II on successful completion of basic recruit training course. (1992)
- (ii) From Fourth Class Constable, Grade II to Fourth Class Constable Grade I upon completion of field training and recommendation of the Chief of Police. (1992)
- (iii) From Fourth Class Constable Grade I to Third Class Constable at the end of one (1) year from the date of appointment as a Fourth Class Constable; (1992)
- (iv) From Third Class Constable to Second Class Constable at the end of one (1) year from the date of appointment as a Third Class Constable;
- (v) From Second Class Constable to First Class Constable at the end of one (1) year from the date of appointment as a Second Class Constable. (1985)

5. PROMOTIONS AND PROMOTION QUALIFICATION SUPPLEMENT (continued)

(d) In every promotion, the Board shall require a recommendation concerning each candidate for promotion from the Chief of Police before making any promotion.

(e) A Constable, who has completed fifteen (15) years continuous service with the Kingston Police Force and who has qualified for promotion to Sergeant by virtue of the promotional procedure of the Force and who has not been promoted, shall receive merit pay in the amount of Five Hundred Dollars (\$500.00) per annum, and this payment shall be made in December of each year. Merit pay shall be discontinued when a Constable is promoted or becomes disqualified. (1985)

(f) The Employer will endeavour to provide exam marks to each candidate in a sealed envelope within five (5) days of their receipt.

(1990)

6. OVERTIME

(1) For the purpose of this section, overtime shall be deemed to be any approved time spent in the service of the Force and includes appearances at court in excess of the normal scheduled tour of duty.

(1990)

(2) (a) The word "Court" shall include criminal, quasi-criminal and civil courts; coroner's inquests, and hearings by and before other tribunals, boards and commissions having the power to enforce attendance of witnesses by subpoena. (1992)

(b) The word "Court" shall not include any arbitration or other proceeding regarding an existing or proposed agreement between the Board and the Association, nor shall it include any proceeding regarding the grievance procedures referred to in this agreement, nor any disciplinary proceeding pursuant to the Police Services Act against a Member or Members, unless called or subpoenaed by the prosecution. (1992)

(3) When a member is required to be on duty for one-half hour or more in excess of the member's daily tour of duty, the member shall receive overtime pay at the rate of one and one-half (1 1/2 X) times the member's regular hourly rate of pay for all time worked in excess of the normal eight (8) hour daily tour of duty.

(4) "Call Back" shall be defined as the recall of a member to duty, after the member's normal tour of duty is completed and before the member's next tour of duty commences, and shall include attendance of a member:

(a) Effective at signing) At courts during off duty hours, with:

1. Morning
2. Afternoon, 2:00 p.m., or if the morning court recesses for lunch, when the court reconvenes, it will be constituted as a separate appearance when the court reconvenes (if before 2:00 p.m.) or,
3. Evening (7:00 p.m.), each appearance constituting a separate callback. (1992)

6. OVERTIME (continued)

(b) On an overtime assignment separated by time off from a regular tour of duty.

(5) (a) A member called back shall receive pay at the rate of one and one-half times (1 1/2 X) the member's regular hourly rate of pay for all hours worked on such call-back, with a minimum of four (4) hours pay at the rate of one and one-half (1 1/2 X) for each such call-back. If a member is on Annual or Statutory Leave when called back, in addition to pay at the above rate, the member shall reschedule another day of leave for each day the member was called back while on leave.

(Arbitration Award 1991)

(6) The assignment of overtime, a court appearance, or a criminal investigation under Article 6 (17), within one half (1/2) hour of a member's daily tour of duty or immediately following a member's daily tour of duty is not a call-back.

(1992)

(7) A member who, during annual vacation or off on Statutory Holiday leave, is required to attend court shall be granted three (3) days of additional vacation or pay at straight time for each day of interruption of such vacation.

(8)(a) A member who is required to work on a Statutory Holiday shall be paid at the rate of time and one-half times (1 1/2 X) of the regular hourly rate of pay, for all hours worked on the Statutory Holiday during a normally scheduled tour of duty.

(b) Should a member working on a Statutory Holiday be required to work in excess of one-half hour beyond their normally scheduled tour of duty, the member shall be paid at the rate of two times (2X) their regular hourly rate of pay for all time worked on the Statutory Holiday in excess of their normal tour of duty. This rate will also apply to a call back on a Statutory Holiday.

(1992)

(9) In the event the member does not receive notice by 6:00 p.m. the previous day, that the member's attendance is not required in court, the member shall receive a credit of four (4) hours at straight time, based on the current hourly rate.

(1989)

(10) A member who is required, by the Chief of Police or the Chief's designate, to stand-by for duty after the member's normal tour of duty and before the member's next tour of duty, other than under the conditions as set out in Section 6 (4) above, shall be paid four (4) hours straight time for each day of stand-by, and twelve (12) hours straight time for each day if the stand-by duty is required during a member's annual leave. (Effective July 1, 1985).

6. OVERTIME (continued)

(11) All overtime, as presently specified, shall be paid to the member upon request, or granted in lieu time, which may be cumulative and taken when requested by the member, subject to the approval of the Chief of Police or the Chief's designate.

(12) A bank may be established by the member for the purpose of time off in lieu to a maximum of one hundred (100) hours.

(1989)

(13) A member may bank overtime until December 31, each year. All overtime standing to a member's credit as of December 31, each year, will be paid out the following January at the rate in effect on December 31, of the prior year.

(1989)

(14) A member wishing to maintain a lieu time bank must notify the Chief of Police no later than November 30, in each year.

(1989)

(15) All overtime shall be authorized only by the Chief of Police or the Chief's designate.

(16) Any and all witness fees received by a member shall be turned over to the Office of the Chief of Police for credit to the Kingston Police Services Board in lieu of overtime payment, as herein defined.

(1992)

(17) Any member who, while off duty, becomes actively involved in a criminal investigation within the City of Kingston, shall on approval by the Chief of Police, receive four (4) hours pay at the rate of time and one-half (1 1/2 X) the member's normal hourly rate of pay. This provision is not applicable where the investigation commences within one half (1/2) hour of the commencement or the end of the member's tour of duty. Normal overtime provision shall apply in this instance.

(1992)

7. SERVICE PAY

Members shall be paid service pay as follows, in December of each year:

5 to 9 years of completed service	-	\$ 85.00
10 to 14 years of completed service	-	\$160.00
15 to 19 years of completed service	-	\$235.00
20 to 24 years of completed service	-	\$310.00
25 to 29 years of completed service	-	\$385.00
30 years or more of completed service	-	\$460.00

(1980)

8. STATUTORY HOLIDAYS

(1)(a) All members shall be granted eleven (11) clear working days off duty in lieu of Statutory Holidays:

- | | |
|-----------------|------------------|
| NEW YEARS'S DAY | LABOUR DAY |
| GOOD FRIDAY | THANKSGIVING DAY |
| EASTER MONDAY | REMEMBRANCE DAY |
| VICTORIA DAY | CHRISTMAS DAY |
| DOMINION DAY | BOXING DAY |
| CIVIC HOLIDAY | |

(1975)

A twelfth Statutory Holiday will be granted when officially proclaimed by the Federal Government. (1987)

(b) If a member has a faith other than Christianity, the member may designate in writing to the Chief of Police up to three alternate Statutory Holidays, in lieu of Good Friday, and/or Easter Monday and/or Christmas Day, which are observed as significant in the member's faith. If a member designates such days, the overtime and other provision which normally apply to Statutory Holidays will not apply to Good Friday and/or Easter Monday and/or Christmas Day for that member, but will apply to the days designated. (1992)

(2) Members shall have the option of banking fifty (50) hours, more or less, of their allotted yearly leave. Members shall make all efforts to use these hours as time off during the year in which they are allotted. Any time remaining in this bank as of November 15 of each year shall, if practical be scheduled to be taken during the remainder of the year. Any time not taken or scheduled to be taken on December 1 shall be paid at the member's current hourly December 1 rate on the last pay in January of the following year. (1990)

9. HOURS OF WORK

Hours of work shall be forty (40) hours per week.

10. ANNUAL VACATION

(1) Each member coming within this agreement shall be entitled to annual vacation with pay on the following basis:

(i) During the first year of service:

1 month's service	1	day's	vacation
2 months' service	2	days'	vacation
3 months' service	2 1/2	days'	vacation
4 months' service	3 1/2	days'	vacation
5 months' service	4 1/2	days'	vacation
6 months' service	5	days'	vacation
7 months' service	6	days'	vacation
8 months' service	7	days'	vacation
9 months' service	7 1/2	days'	vacation
10 months' service	8 1/2	days'	vacation
11 months' service	9 1/2	days'	vacation
12 months service	10	days'	vacation

10. ANNUAL VACATION (Continued)

- (ii) On completion of one (1) year's service - 10 working days.
- (iii) On completion of four (4) years' service - 15 working days.
- (iv) On completion of eleven (11) year's service - 20 working days.
- (v) On completion of fifteen (15) years' service - 25 working days. (1990)
- (vi) On completion of twenty-five (25) years' service - 30 working days. (1987)
- (vii) Subject to the approval of the Chief of Police or the Chief's representative designated for this purpose, vacation may be taken during the period January 1 to December 31.

(2) If a vacancy exists in a scheduled holiday slot within a member's holiday grouping, such member may apply to change holidays from another time slot to the vacant time slot. If the requested change does not conflict with the needs of the Force, Court appearances or any provisions of this agreement, the request will be approved;

(1990)

(3) The Chief or a designate may, with the consent of the member, interrupt the sick leave of a member who is on extended sick leave in order to schedule Annual or statutory Leave in order that all leave may be taken before the end of the calendar year.

(1992)

(4) The Annual and Statutory Leave of a member who, during a calendar year exhausts sick leave credits and who remains off for the remainder of the year, shall be pro-rated for that year in accordance with time on salary. There will be no penalty assessed if a member to whom this section applies had, before exhausting sick leave credits, taken more than the member would have been entitled to under this section or section a.

(1992)

(5) The Annual and Statutory Leave of a member who commences a calendar year on sick leave, with exhausted sick leave credits, and who returns to duty that same calendar year shall be pro-rated for that year in accordance with time worked after their return to duty. For the purposes of clause (5), pro-rating of Statutory Leave will involve calculating the number of Statutory Holidays that fell or will fall within the time period the member is on salary.

(1992)

11. HOSPITAL, MEDICAL, DENTAL, VISION AND GROUP LIFE INSURANCE PLANS AND RETIREES' BENEFITS

(1) The Board will contribute One Hundred Percent (100%) of the cost of the monthly premium of the Ontario Health Insurance Plan, Extended Health Benefit Plan, as detailed on Schedule "B", attached hereto, for each member who is a subscriber, the member's spouse, and all eligible dependents.

(2) The Board will pay One Hundred Percent (100%) of the cost of the monthly premium **for \$100,000.00 Life Insurance and \$100,000.00 twenty-four (24) hour** coverage for accidental death and dismemberment and will include as a payroll deduction to be assumed One Hundred Percent (100%) by the members - \$2,000.00 group life coverage for spouses and \$1,000.00 group life coverage for each child.

Each member on retirement which commences after January 1, 1987, may continue in the Group Life Insurance Plan, as provided to the active members, with it being clearly understood that this provision will only apply if it is allowed by the current insurance carrier and the retired member pays one hundred percent (100%) of the premium cost: said premium to be at the same rate as that paid for active members.

Members may arrange for a member to have \$5,000.00 group life insurance for each member upon retirement, provided One Hundred Percent (100%) of the cost is assumed by the Association.

(1987)
(3) The Board shall provide the Blue Cross Dental Plan, Plan 9 or its equivalent, subject to the approval of the Association. The Board shall pay 2/3 and the Association member shall pay 1/3 of the premium cost for both single and dependent coverage based on the current Ontario Dental Association Schedule of fees.

(1978)
(4) The Board shall incur the cost of providing the following named benefits for all past and future retired police officers until they reach age sixty-five (65), their spouses and all dependents, as well as for future widows or widowers and eligible dependents of police officers who die while in the execution of their duties until the retired member remarries.
Ontario Hospital Insurance Plan; Extended Health Care; Hospital Supplementary; Dental.

(1984)
12. LIABILITY INSURANCE

The Board shall assume the cost of Liability Insurance in a form satisfactory to the City Solicitor to insure members against Judgements and cost in civil actions against members arising out of acts or omissions done by them in the performance of their police duties.

13. SALARIES

- (1) The salary differential to a Constable First Class shall be maintained as follows:

<u>RANK</u>	<u>CURRENT SALARY DIFFERENTIAL</u>	
CONSTABLE 4TH CLASS GRADE III (on entry)	50	%
CONSTABLE 4TH CLASS GRADE II (on successful completion of Recruit Level II "Training")	60	%
CONSTABLE 4TH CLASS GRADE I (on successful completion of Recruit Level III)	70	%
CONSTABLE 3RD CLASS	80	%
CONSTABLE 2ND CLASS	90	%
CONSTABLE 1ST CLASS	100	%
CONSTABLE 1ST CLASS SPECIALIST	104	%
SERGEANT GRADE II	105	%
SERGEANT GRADE I	110	%
STAFF SERGEANT GRADE II	115	%
STAFF SERGEANT GRADE I	119	%
SENIOR STAFF SERGEANT GRADE II	124	%
SENIOR STAFF SERGEANT GRADE I	128	%
INSPECTOR GRADE II	133	%
INSPECTOR GRADE I	137	%
STAFF INSPECTOR II	142	%
STAFF INSPECTOR I	146	%

- (2) The annual salary schedules for members from January 1st, 1992 to December 31st, 1993, are attached hereto as Schedule "A" and forms part of this Agreement.

- (3) The regular hourly rate of a member shall be calculated by dividing the member's salary by 2080 hours.

- (4) All members below the rank of Sergeant assigned to the Criminal Investigation Division shall be paid at 102.5% of a Constable First Class rate of pay, commencing the second year they are in the programme.

(Arbitration Award 1990)

14. SPECIAL PAY AND ALLOWANCES

(1) Shift Differential

(i) A tour of duty differential in the amount of fifteen (.15) cents an hour shall be paid to all members for all hours worked during a tour of duty that commences at or after 2:00 P.M. and before 8:00 P.M.

- and -

(ii) A tour of duty differential in the amount of twenty-five (.25) cents an hour shall be paid to all members for all hours worked during a tour of duty that commences at or after 8:00 P.M. and before 6:00 A.M. the next day following.

- and -

(iii) All monies standing to a member's credit, by virtue of this section, shall be calculated to October 31st in each year and paid out no later than November 30th of each year.

(1984)

(2) Specialist Pay

(a) All members below the rank of Sergeant, who are employed on a **full** time basis in the Technical Services Section, and have graduated from a recognized identification and photography course, and in respect thereof have qualified as expert witnesses for court purposes, shall be designated Specialists and shall be paid an annual salary of a Constable 1st Class Specialist, as indicated on Schedule "A", attached hereto.

(1987)

(b) (i) Qualified Breathalyzer technicians shall be paid an additional sum of \$200.00 per year, pro-rated for those technicians who are qualified for months or partial months in any year. This allowance shall be paid in November. "Qualified Breathalyzer technician" shall be any member who: (a) has completed an approved course and been designated by the Attorney General; (b) has requalified, as required, by the Centre of Forensic Sciences and (c) has been designated as an active technician by the Chief of Police or the Chief's designate for any given period of a calendar year, it being understood that a designation for a part of a year will qualify the member for payment on a pro-rated basis.

(b) (ii) The Chief of Police or the Chief's designate may on a yearly basis, or as required from time to time, issue a directive designating active technicians. Such directives will remain in effect until updated or replaced.

(Arbitration Award 1991)

15. PRIVILEGES AND CONCESSIONS

(1) (i) Annual vacations shall be by rank and seniority within each group.

(ii) As it applies to the Patrol Division the word group recognizes that each platoon will be considered a separate group, but such group may include members of the Force from other Divisions, and/or exclude some members of the platoon.

(1990)

(2) One (1) hour lunch period.

(1969)

(3) Any delegates, not to exceed four (4) in number, including a member elected to the Police Association of Ontario Executive, who may from time to time be duly authorized to attend the annual, executive or committee meetings of the Police Association of Ontario, shall be granted such time off duty as may be required for attendance at such meetings, insofar as the regular operations of the service of the Police Force shall permit, at the discretion of the Chief of Police.

(1992)

(4) The Board shall pay an additional forty (\$40.00) dollars per week to cover expenses of members attending police training courses outside the City of Kingston when the member is required to reside at the course location. The Board will pay each member who drives to a training course outside of the City at the rate of twenty-five (.25) cents per kilometre for the mileage one way on weekends, when travelling expense is not already paid as part of the training course.

(1990)

(5) Clause 15 (4) shall not apply to probationary constables attending the Level II recruit course at the Police College. They shall, instead of any other benefits aforementioned, receive a flat weekly expense allowance of \$25.00.

(1992)

(6) The allowances outlined in clauses (4) and (5) do not apply if a member is required to repeat a course due to failure to achieve a passing grade on the first course.

(1992)

These allowances, other than mileage allowances, shall be advanced to attending members prior to leaving for the training course, except for Recruit Level II courses.

(1992)

16. LOSS OF PRIVILEGES ON SEPARATION

A member of the Force whose employment is terminated by either of the following:

- (a) the member leaves of their own accord • or
- (b) the member is discharged and such discharge is not reversed through an appeal •

shall lose all rights and privileges the member may have had **at** the time of such termination and, should the member rejoin the Force at a later date, he shall be deemed to have commenced employment as a new employee, whether as regards service pay entitlements, vacation entitlements, sick leave credits, or otherwise. (1992)

17. CLEANING AND CLOTHING ALLOWANCE

- (a) Effective January 1, 1990 a voucher system, for cleaning of uniforms or clothing, as the case may be, equivalent to \$200.00 per year will be implemented.
- (b) Effective January 1, 1991, all members of the Force who are regularly assigned to plain clothes shall receive a clothing allowance of \$800.00 per annum. Further, any member temporarily assigned to plain clothes duties shall receive a clothing allowance of \$3.08 per working day. (Arbitration Award 1991)

18. COMPASSIONATE LEAVE

(1) Compassionate Leave shall be granted to a member in the amount of three (3) tours of duty, to allow three clear days away from work, in the case of the death of a parent, wife, husband, commonlaw wife, commonlaw husband, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild or grandparent of member or spouse. Compassionate Leave shall begin the day of, or the day following the death, at the request of the member.

This provision shall not apply to a member who is on extended sick leave, a member who is on Annual or Statutory leave, or a member who is being covered by Worker's Compensation. (1992)

(2) Compassionate leave to a maximum of five (5) days per year, non-cumulative, shall be granted a member and is to be utilized for special emergency situations which are acceptable to the Chief of Police and involve the health of member's spouse; child; mother; father; mother-in-law or father-in-law.

(1985)

19 SICK LEAVE

- (1) A member shall receive sick leave credit of one and one-half (1 1/2) days per month for each month of unbroken service.
- (2) Such credits shall be cumulative as from the beginning of the first month after the member commences service with the Force. (1978)
- (3) A member may at any time request, by memo through their Division-Commander directed to the Office of the Chief of Police, an accounting of their accumulated sick leave credits. (1992)
- (4) The number of days for which a member receives sick pay credit shall be deducted from the cumulative sick pay credit bank. (1978)
- (5) On retirement or upon voluntary resignation after five (5) years continuous service, each member covered by this agreement shall be entitled to leave with pay equal to one-half (1/2) the number of days standing to their credit as accumulated sick leave and, in any event, not in excess of the amount of one-half (1/2) year's earnings at the rate of pay received immediately prior to termination of employment. This sub-section shall not apply when a member is discharged or if resignation is accepted in lieu of discharge.
- (6) In the event of death of a member of the Police Force, there shall be paid to a designated beneficiary, if any, or otherwise to the estate, an amount computed on the same basis and in the same manner as in sub-section (5) of this section.
- (7) Absences on account of illness for less than one-half (1/2) day shall not be deducted from the accumulated sick pay credits, provided the member has reported for work at the usual starting hour for the day.
- (8) The Chief of Police shall have the authority to deduct time from a member for less than one-half (1/2) day if, in the Chief's judgement, the member is abusing this privilege. It is agreed that such judgement shall not be arbitrarily exercised. (1985)
- (9)(a) The Chief of Police shall have the right to require a member of the Force, who is absent due to sickness or injury after ten (10) consecutive tours of duty, to be examined and reported on by a qualified physician of the member's choice, and said report shall describe the nature of the sickness or injury, the date it commenced, the latest date of the physician's attendance, and the member's expected date of return to active duty. (1992)
- (b) A member who is on extended sick leave shall be deemed to be working the day shift, Monday to Friday, 0800 to 1600 hours. (1992)

19. SICK LEAVE - Continued

(10) The right of member who has exhausted sick leave credits to benefits under this agreement shall be limited to:

- Extended Health Care
- Vision Care
- Dental Care
- Group Life Insurance
- Semi-private Hospital Care

(11) The Chief of Police shall have the discretion to grant to any member with more than five years of service, who while on a period of extended sick leave, exhausts their sick leave bank, a special bank of sick leave credits on the members return to duty. Such credits shall not exceed eighteen (18) days, shall be non-cumulative and shall not be considered under the sick leave payout provisions. As the member granted a special bank begins to accumulate sick leave credits, the special bank will be reduced by an equal amount. (1992)

20. PREGNANCY, ADOPTION, PARENTAL LEAVE

Pregnancy, Adoption, and Parental Leave shall be granted to a member of the Kingston Police Force and in accordance with the Employment Standards Act. At least two (2) weeks notice, in writing in advance of the commencement of the leave being requested must be provided to the Chief of Police.

(a) A member shall provide the Chief of Police with written notification from her physician concerning her pregnancy, setting out the predicted date of the normal end of her pregnancy.

(b) Effective January 1, 1993, during the pregnancy leave the Board shall provide a supplementary maternity benefit to a maximum of fifteen (15) weeks while the member is in receipt of UIC maternity benefits, equal to the difference between the Unemployment Insurance benefit paid to the member and 75% of her regular rate of pay. The member shall, upon request, provide confirmation of her UIC benefits.

(c) The member shall continue to accumulate seniority and the Board shall continue to provide the member with vacation and statutory holiday credits, pension and all other benefits specified by the agreement while on pregnancy and/or parental leave.

(d) Pregnancy leave and parental leave for the natural mother shall not exceed 35 weeks total. Parental leave for either parent or adoptive parent shall not exceed 18 weeks, in accordance with the provisions of the Employment Standards Act.

(e) The member shall return to duty immediately following the maternity and/or parental leave period and shall give at least two (2) weeks notice of such return in writing.

20. PREGNANCY, ADOPTION, PARENTAL LEAVE - (Continued)

(f) If the member does not fulfil the requirements set out above, then the member's employment will be ruled to have ended, unless the Chief of Police consents to an additional non-paid leave. The member will then receive payment for vacation days owing, not counting any period during the member's leave of absence, and any other benefits to which the member may be entitled similar to other members terminating their employment with the Force.

(g) The member's coverage for group life insurance, hospital and medical care shall be continued by the Board during such pregnancy and/or parental leave.

If the member fails to return to employment, as provided herein, the Board may recover, in full, premiums paid during such leave as well as any supplementary maternity benefit paid. Recovery will be on a pro-rate basis:

- (1) When the member returns to work for one (1) month, the Board may recover five (5) months of premium payments.
- (2) When the member returns to work for two (2) months, the Board may recover four (4) months of premium payments.
- (3) This pro rata recovery plan may be repeated for up to five (5) months of employment following Pregnancy or Parental leave.
(1992)

21. DISABLEMENT

(1) A member who is injured on duty and becomes eligible for compensation under the Ontario Workers' Compensation Act, shall be paid their normal salary until the member returns to duty or until two (2) years from date of injury; whichever shall be earlier.

(2) When a member is absent after two (2) years, owing to incapacity and an award has been made by the Compensation Board, the member shall receive the difference between their salary or rate of pay and the rate payable under such an award to the extent of the member's accumulated sick pay credits, to the extent of 1/4 of a day per working day.

(3) The Board shall have the right at any time in the second year to require that a member who is absent on account of injury for one (1) full year, be examined by a duly qualified medical practitioner designated for this purpose by the Board. This section applies only to disablement and to no other section in the contract.
(1978)

22. PENSIONS

(1) Every continuous full time employee shall, as a condition of employment, become a member of the Ontario Municipal Employees' Retirement System.

(2) The Board will provide a Supplementary Type I pension which will produce at normal retirement age of 60, a benefit equal to 2% of each employee's best sixty (60) consecutive months' average salary multiplied by the member's years of credited service, reduced at age 65 by .7% of such average salary, or the average of the last three years' maximum pensionable earnings under the Canada Pension Plan at retirement, whichever is the lesser amount, multiplied by the member's years of credited service after January 1, 1966, less any amount payable under an approved pension plan of the employer.

(1978)

(3) As an addition to the Supplementary Type I pension, detailed under Article 22 (2) of this agreement, an early retirement benefit (O.M.E.R.S. Supplementary Type 3 Plan) will be provided to permit early retirement without actuarial reduction in benefits within ten (10) years prior to a member's normal retirement date, when:

- (a) the member is declared by the employer to be unable to perform the duties of their employment due to mental or physical incapacity (partial disability), or -
- (b) the member has completed thirty (30) years of service with the employer.

That all past service costs be paid by the employer.

And further, effective January 1, 1983, the member's pension contributions shall be 8% of salary, so that the maximum member contribution of O.M.E.R.S. and C.P.P. shall not exceed 8% of the member's salary in accordance with the provisions of the O.M.E.R.S. System.

(1982)

(4) Credited service means continuous service with the employer before participation of the employer in O.M.E.R.S., -
i.e. February 1, 1964.

23. LEGAL INDEMNIFICATION

(a) A member charged with and subsequently acquitted of a criminal or statutory offence arising out of acts committed in the attempted performance in good faith of the member's duties as a Police Officer shall, upon application to the Board, be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges as set out hereinafter.

23. LEGAL INDEMNIFICATION - (Continued)

(b) Where a member is a defender of their conduct as a Police Officer in a civil or other judicial proceedings arising from acts done in performance in good faith of their duties as a Police Officer, the member shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such proceedings as set out hereinafter.

(c) A member may apply for indemnification as set out above by applying to the Board for indemnification within 30 days of the charges being laid or proceeding being commenced. The Board must give approval for choice of counsel and must also approve any decision to proceed to a higher level of the judicial system in order for a member to be eligible for indemnification.

(d) Members shall not be indemnified for costs arising from:

(1) Grievances under the Collective Agreement;

(2) Actions or omissions of members acting as private citizens unless such actions resulted from the member's status as a Police Officer;

(3) Discipline charges under the Police Services Act and Regulations thereunder.

(e) Notwithstanding the provisions of (a), the Board may consider the payment of reasonable legal costs if the member is found guilty.

(Arbitration Award 1990)

24. WARRANT CARDS

The Board will supply warrant cards to all members of the Police Force. These cards shall remain the property of the Board and shall be returned to the Board when a member is no longer employed by the Board. The Board will issue suitable folders for these cards.

25. RETIREMENT

Retirement shall be compulsory at the end of the calendar year in which members attain their sixtieth (60th) birthday.

(1969)

26. GRIEVANCE PROCEDURE

Definition:

For the purpose of this section, a "Junior Officer" is defined as being a member of the Force holding one of the next two ranks above the member filing the grievance and a Senior Officer as being all ranks above the Junior Officer, but neither Junior nor Senior Officer shall include the Chief or Deputy Chief of Police.

26. GRIEVANCE PROCEDURE

The grievance procedure, except for such working conditions as are governed by Regulations made by the Lieutenant-Governor in Council under the Police Services Act, and Amendments thereto, shall be as follows:

Step No. 1

An aggrieved member shall first present the complaint in writing stating the Article or Articles alleged to be violated to a Junior Officer, within the member's platoon, unit or division, within five (5) days of the alleged occurrence. The Junior Officer receiving the grievance shall give a decision in writing within three (3) days of receiving the complaint.

Step No. 2

(a) If the member or a representative of the Association wishes to appeal the decision of the Junior Officer, the member or Association representative shall submit the complaint in writing within ten (10) days from the date of the complaint to a Senior Officer within the member's platoon, unit, division or branch. The Senior Officer receiving the grievance shall give a decision in writing within four (4) days of receiving the grievance; or

(b) If the Senior Officer wishes to appeal the decision of the Junior Officer, the Senior Officer shall submit the grievance in writing to the Chief of Police not later than five (5) days after the decision of the Junior Officer has been given; or

(c) If the Chief of Police wishes to appeal the decision of the Junior Officer, the Chief shall submit the grievance in writing to the Secretary of the Kingston Police Services Board not later than two weeks after the decision of the Junior Officer has been given and the provisions of Step 4 will apply.

Step No. 3

(a) If the member or a representative of the Association wishes to appeal the decision of the Senior Officer, the member shall submit the complaint in writing within seventeen (17) days from the date of the complaint to the Grievance Committee of the Association.

(b) If the Grievance Committee wishes to appeal the decision of the Senior Officer, it shall submit the grievance in writing to the Chief of Police not later than seven (7) days after the grievance has been presented to it. The Chief of Police may allow the grievance, or the Chief or a designated Officer holding at least the rank of Staff Inspector shall have a hearing and give a decision on the grievance in writing not later than two (2) weeks after the grievance was presented to the Chief. The Grievance Committee shall not present any grievance to the Chief of Police later than thirty (30) days from the occurrence.

26. GRIEVANCE PROCEDURE - (Continued)

Step No. 4

If the decision of the Chief of Police or the Chief's Designate is not satisfactory to the member or a representative of the Association concerned, and if the Grievance Committee wishes to appeal the decision of the Chief of Police, they shall submit the grievance in writing to the Secretary of the Board within two (2) weeks of receipt of the decision of the Chief of Police. The Board shall deliver its decision on the grievance in writing within a reasonable time.

The time frames mentioned in all steps of the Grievance Procedure **may** be extended by mutual agreement of the parties involved at each step. (1992)

27. ARBITRATION

The provisions of the Police Services concerning arbitration shall **apply**.

(1984)

28. PROTECTION OF EXISTING BENEFITS

When, during the term of this agreement, any change occurs in the appropriate Provincial Legislation that would in effect:

(a) alter the jurisdiction of the Board or substitute a new Board, authority, or other entity to govern the Police Force of the City of Kingston, or

(b) result in the Police Force of the City of Kingston becoming a part of any other Police Force, the Board shall, to the fullest extent permissible under the applicable provincial legislation, exert every effort to ensure that the benefits accruing to each member by reason of their seniority and previous employment shall continue to accrue to such member, as a condition of their employment by such Board, authority, or entity having a jurisdiction over the Police Force of the City of Kingston, **as** a result of such change in legislation. (1969)

29 UNEMPLOYMENT INSURANCE PREMIUM REBATE

Any and all unemployment insurance premium rebates received by the Board will be applied to the Board's cost of increased benefits provided by this agreement, and not provided in the last expired agreement.

(1980)

30. PERFORMANCE EVALUATION

Every police officer shall be provided with a **copy** of their completed performance rating form upon written request.

(1989)

31. PYRAMIDING

The parties agree that no benefits, penalty, or premium payable shall be pyramided, e.g. employees cannot receive both shift premium and overtime premium. Normally, the benefit, penalty, or premium paid will be that which provides the greatest monetary advantage to the employee in question.

(1989)

32. LAY-OFF AND RECALL

(1) In the case of a reduction of the Kingston Police force, or lay-off, it shall be in order of reverse seniority, beginning with the last member hired.

(2) Members laid-off shall be eligible for recall for a period of up to twelve (12) months.

(3) (a) In the case of recall, the most senior member laid-off shall be the first to be recalled, and thereafter, in regular order of seniority of those laid-off.

(b) Notice of recall shall be by registered mail to the member's last place of residence known to the Board. If the member fails to report within ten (10) consecutive calendar days after the mailing of such notice, the Board shall be under no obligation to re-employ the member and the member's name shall be removed from the recall list.

(4) The Board shall notify every member who is to be laid-off at least ten (10) working days prior to the effective date thereof or award pay in lieu thereof.

(5) The right of laid-off members to benefits under this agreement shall be limited to the following for a period not exceeding three (3) months from the date of lay-off:

- Extended Health Care
- Vision Care
- Dental Care
- Group Life Insurance
- Semi-Private Hospital Care

32. LAY-OFF AND RECALL- (Continued)

(6) The seniority and service of laid-off members shall be frozen as of the date of lay-off, and shall not accumulate during the period of lay-off for any purpose.

(7) The Board shall not hire any new member until those laid-off and eligible for recall have been given the opportunity of recall. (1992)

33. TERM OF AGREEMENT

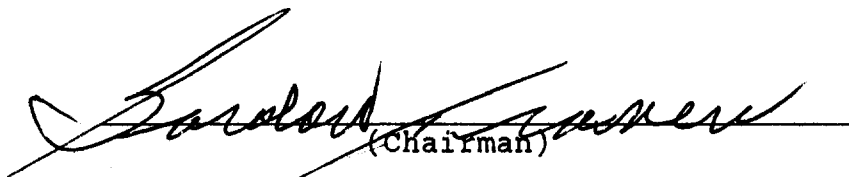
~~This agreement shall come into effect as of January 1992, and shall remain in effect until the thirty-first (31st) day of December 1993, and thereafter until replaced by a new agreement, decision or award, within the meaning of Section 129 of The Police Services Act.~~

(1992)

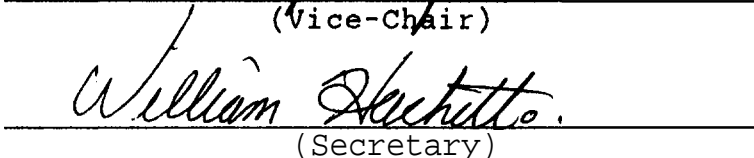
IN WITNESS WHEREOF the parties hereto have executed this agreement by the hands of their respective proper officers.

SIGNED, SEALED AND DELIVERED
in the presence of

THE KINGSTON POLICE SERVICES BOARD

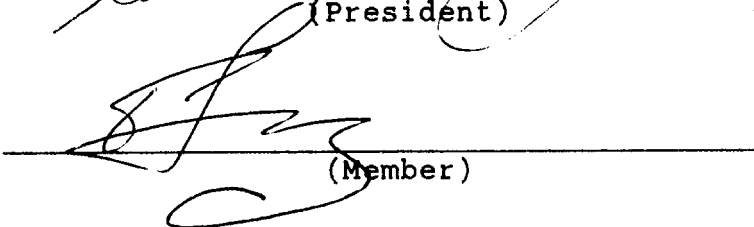

(Chairman)


(Vice-Chair)


(Secretary)

THE KINGSTON CITY POLICE ASSOCIATION


(President)


(Member)

SCHEDULE "A"

1992 - 1993 SALARY RATES

RANK	JAN.1/92	HRLY.	DEC. 1/92	HRLY	JAN.1/93	HRLY	MAR.1/93	HRLY.
P/C 4TH CL.(3)	25,299.	12.163	25,805.	12.406	26,063.	12.530	26,323.	12.655
P/C 4TH CL.(2)	30,358.	14.595	30,965.	14.887	31,275.	15.036	31,588.	15.187
P/C 4TH CL.(1)	35,418.	17.028	36,126.	17.368	36,488.	17.542	36,852.	17.717
P/C 3RD CL.	40,478.	19.461	41,287.	19.850	41,700.	20.048	42,117.	20.249
P/C 2ND CL.	45,537.	21.893	46,488.	22.350	46,913.	22.554	47,381.	22.779
P/C 1ST CL.	50,597.	24.325	51,609.	24.812	52,125.	25.060	52,646.	25.311
CONSTABLE/SPEC.	52,621.	25.299	53,673.	25.804	54,210.	26.063	54,752.	26.323
SGT. II	53,127.	25.542	54,189.	26.052	54,731.	26.313	55,278.	25.576
SGT. I	55,657.	26.758	56,770.	27.293	57,338.	27.566	57,911.	27.842
S.SGT. II	58,187.	27.975	59,350.	28.534	59,944.	28.819	60,543.	29.107
S.SGT. I	60,210.	28.947	61,415.	29.526	62,029.	29.822	62,649.	30.120
S/S.SGT.II	62,740.	30.163	63,995.	30.767	64,635.	31.075	65,281.	31.385
S/S.SGT. I	64,746.	31.128	66,060.	31.760	66,720.	32.077	67,387.	32.398
INSP. II	67,294.	32.353	68,640.	33.000	69,326.	33.330	70,019.	33.663
INSP. I	69,318.	33.326	70,704.	33.992	71,411.	34.332	72,125.	34.675
S.INSP. II	71,848.	34.542	73,285.	35.233	74,018.	35.586	74,757.	35.941
S.INSP. I	73,872.	35.515	75,349.	36.225	76,103.	36.588	76,863.	36.953

EX LTH BENEFITS

AMOUNTS
AND
LIMITS

This benefit pays the costs of hospital and medical benefits which are not covered by the Provincial Plan and is subject to a coinsurance factor (not payable by the plan) and/or a deductible and a maximum benefit as indicated in the following table.

	<u>Deductible</u>	<u>CO-Insurance</u>	<u>Maximum Benefit</u>
Semi-Private Hospital	NIL	0%	Unlimited inside Canada; \$50,000 emergency &
Major Medical	SINGLE-\$25	20%	\$15,000 elective outside of
Drugs	FAMILY-\$25	0%	Canada.

Extended Health Benefit claims must be submitted within 365 days after the date the expense was incurred.

ELIGIBLE
CHARGES

All eligible charges covered by Extended Health Benefits must be incurred while you are insured under the policy and must be reasonable, customary and necessary in the treatment of sickness or injury, and ordered by a qualified doctor.

Eligible charges include the following provided they are not insured services under any provincial hospital/medical plan.

Hospital room in Canada

Inpatient hospital confinement for room and board with no limit on the number of days of confinement. The above table outlines the type of room and dollar limit (if any) applicable to your coverage.

Hospital out-patient service

Out-patient services in or out of Canada, for emergency medical care only.

Ambulance service

The plan will include, without a dollar limit, local transportation to and from hospital by a licensed ambulance.

ELIGIBLE
CHARGES
(Cont'd)

Drugs

Coverage will include drugs, oral contraceptives and medicines dispensed by a doctor or pharmacist and, except for insulin, only available on the prescription of a doctor, to the extent that they are generally recognized as being effective in the sickness or injury being treated and are not excessive or unwarranted as judged by the generally accepted therapy for the sickness or injury. There will be no benefits for proprietary or patent medicines.

Nursing Care

The plan will include nursing services, rendered by a graduate registered nurse (not a relative), up to an annual maximum of \$5,000 per person for a period commensurate with the nature and gravity of the sickness or injury.

Physiotherapy, Speech Therapy and Clinical Psychologists; Chiropractors; Osteopaths, Podiatrists, Naturopaths; and therapeutic Masseurs (on recommendation of a physician)

The coverage includes the services of the above practitioners (not a relative), up to a maximum of \$250.00 for a Person Insured in any Benefit Period, including one x-ray examination up to a maximum of \$50.00.

Medical Supplies and Appliances

The plan provides for the rental, purchase or loan, at the option of the company, and subject to the prior approval of the company, of the following:

- splints, excluding dental splints
- apnoea monitors for respiratory dysrhythmias
- canes and walkers, crutches or casts
- orthotic appliances, excluding podiatric appliances for shoe insertion
- Jobst burn garments
- Jobst sleeves for lymphoedema following mastectomy
- support hose (maximum \$100 per person per benefit year)
- braces with rigid supports
- orthopaedic shoes (maximum \$200 per person per benefit year)
- artificial eyes, including repair and replacement (maximum \$1,000 per person per benefit year)
- artificial limbs including repair and replacement but excluding myoelectrical limbs (maximum \$1,000 per person per benefit year for repair and replacement)
- shoulder harnesses
- head halter

ELIGIBLE
CHARGES
(Cont'd.)

Medical Supplies and Appliances (cont'd.)

- traction apparatus
- cervical collar
- colostomy apparatus and supplies
- ileostomy apparatus and supplies
- catheters
- external breast prosthesis, once per benefit year, post mastectomy
- insulin
- insulin syringes, monojet type
- Clinitest, Dextrose Sticks, or similar home chemical testing supplies for diabetics
- Lancets
- stump socks
- diabetic monitoring and administration equipment (maximum \$1,000 per person, lifetime)
- standard wheelchairs, including electrical wheelchairs (maximum \$1,000 non-electric, \$3,000 electric, per person, lifetime)
- standard hospital beds, excluding electric hospital beds
- bed rail
- trapeze bars
- transcutaneous nerve stimulator (maximum \$1,500 per person, lifetime)
- intermittent positive pressure breathing machines
- aerosol equipment, mist tents and nebulizers for cystic fibrosis, acute emphysema, chronic obstructive bronchitis or chronic asthma
- oxygen and oxygen supplies, but not oxygen concentrators
- sphygmomanometers (maximum \$100 per person, lifetime)

Dental Benefits for Accidents

Coverage will include the services of a dentist or oral surgeon for the repair of damage to sound natural teeth caused as a result of a direct accidental blow to the mouth, and not by an object wittingly or unwittingly placed in the mouth, including the replacement of natural teeth or the setting of a fractured or dislocated jaw, provided the services are rendered within 365 days of the accident and while insured.

Out of Canada Benefits

- (1) Emergency treatment or treatment approved by the Provincial Health Plan as not being available in Canada.

EXTENDED HEALTH BENEFITSELIGIBLE
CHARGES
(Cont'd.)Out of Canada Benefits (Cont'd.)

- (1) (a) Hospital Confinement - The plan will pay the difference between (1) the hospital charges for room and board and other hospital services that are reasonable and customary for the locality in which treatment is required, and (2) the amount payable by the Provincial Health Plan, with no limit on the number of days of confinement.
- (b) Doctors' Services - The plan will pay the actual charges of the doctor in excess of the approved charges payable by the Provincial Health Plan up to a maximum of two times such approved charges.
- (c) Other Eligible Expenses - Charges for any other Eligible Expenses incurred Outside of Canada will be covered to the same extent had they been incurred in Canada, provided that, in total, charges (including hospital and doctors) do not exceed **\$50,000** (CDN) per injury or illness.
- doctor (2) Elective Treatment - Upon written referral by your in Canada, the following are provided:
- (a) Hospital Confinement - The plan will pay for room and board and other hospital services up to the maximum of \$150 per day, with no limit on the number of days of confinement.
- (b) Doctors' Services - The plan will pay the actual charges of the doctor in excess of the approved charges payable by the Provincial Health Plan up to a maximum equal to such approved charges.
- (c) Other Eligible Expenses - as per (1) (c) above, provided that, in total, charges (including hospital and doctors) do not exceed **\$15,000** (CDN) per lifetime.

Hearing Aids

Coverage will include purchase and repairs (excluding batteries or routine maintenance) up to a maximum of \$400 for each person in any five year period.

EXTENDED HEALTH BENEFITS

ELIGIBLE
CHARGES
(Cont'd.)

Vision Care

Effective September 1st, 1984, vision care will include the following coverage:

\$65.00 for regular glasses including frames,
lenses and dispensing

\$90.00 for bifocals or trifocals

\$200.00 for contact lenses

Each member of a family would be entitled to one pair of glasses for every two year period.

The Plan does not provide for repairs.