

**2006–8 AGREEMENT**

**between**

**THE KINGSTON POLICE SERVICES BOARD**

**and**

**THE KINGSTON CITY POLICE ASSOCIATION INC.  
(SWORN MEMBERS)**

This agreement is a consolidation of the 2004–5 Agreement, as amended by agreement during negotiations.

**January 1, 2006, to December 31, 2008**

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THIS AGREEMENT made this 19th day of October, 2006.

BETWEEN

THE KINGSTON POLICE SERVICES BOARD  
Hereinafter called the “Board”

OF THE FIRST PART

AND

THE KINGSTON CITY POLICE ASSOCIATION INC.  
(SWORN MEMBERS)  
Hereinafter called the “Association”

OF THE SECOND PART

WITNESSETH THAT:

WHEREAS following negotiations on proposed amendments to the 2004–5 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**

1.1. In this agreement:

- (a) “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 “Association member” means a person who holds membership in the Association;
- (b) “Board” shall mean the Kingston Police Services Board (2003 AA);
- (c) “Association” shall mean the Kingston City Police Association Inc. (2003 AA); and
- (d) wherever applicable in this agreement, the singular shall include the plural and the masculine gender shall include the feminine gender. (2003 AA)

1.2. Seniority of service means:

- (a) the length of service computed from the day the member began service with the Kingston Police; or
- (b) for officers joining the Kingston Police from the Ontario Provincial Police former Kingston Township Detachment under the Kingston Police Services Board’s Policy of July 7, 1998, seniority at date of hire shall be determined as that which is recognized by the Ontario Provincial Police as of May 12, 1998, cumulative with any time between May 12, 1998, and the date of hire by the Kingston Police.

If more than one member commences service with the Kingston Police on the same day, seniority shall be determined by badge number, with a lower badge number meaning greater seniority. When a member is promoted to a rank above constable, for the purpose of holiday selection only, that member's seniority shall be computed under either article 1.2(a) or 1.2(b). (2003 AA)

1.3. The probationary period shall be in accordance with the provisions of the *Police Services Act*.

1.4. 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**

2.1. This agreement covers all members, regardless of whether they be Association members.

2.2. The Board hereby recognizes the Association as the sole collective bargaining agent for members of the Kingston Police occupying a classification within Schedule A of this agreement, subject to the provisions of the *Police Services Act*. (2003 AA)

## **3. MEMBERSHIP IN ASSOCIATION**

3.1. Any member may be an Association member.

3.2. 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 and non-members and remitted monthly to the Association, together with a list of names of the members from whom the dues have been deducted. It shall be the responsibility of the Association to notify the Human Resources Department at City Hall, in writing, one (1) month in advance of any changes in dues to be deducted. (1999)

3.3. 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**

4.1. 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:

- (a) maintain order, discipline, and efficiency; and
- (b) hire, discharge, direct, classify, transfer, promote, demote, suspend, or otherwise discipline any member.

4.2. The Board agrees that no member will be dealt with adversely without “just cause” and that it will exercise the functions outlined in article 4.1 in a manner consistent with this agreement.

4.3. If a member claims that the Board has exercised any of the functions outlined in article 4.1 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 this agreement or under the arbitration procedure set out in the *Police Services Act*.

## **5. ACTING PAY AND PROMOTIONS**

5.1. Any member who, with the approval of the Chief of Police or the Chief’s designate, performs the normal responsibilities of a superior above the rank of sergeant for a period in excess of twelve (12) consecutive tours of duty shall be paid while so employed at a rate equal to Grade II of the job performed, and such payment is to be retroactive to the first day of commencing in the acting capacity. It shall be the member’s responsibility to notify the Division Commander and to submit a claim for the payment of this benefit 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. (2003 AA)

5.2. Any constable in Patrol who, with the approval of the Chief of Police or the Chief’s designate, performs the normal responsibilities of the Watch Commander when neither the Patrol Sergeant nor the Patrol Staff Sergeant is on duty shall be compensated for all time worked, with the exception of meal breaks, rounded up to the next half-hour at the rate equal to sergeant Grade II, with the exception that this shall not apply when one or more senior officers are in the station during their scheduled hours of work. It shall be the member’s responsibility to notify the Division Commander and to submit a claim for payment of this benefit at the completion of the acting assignment. (1999)

5.3. Any member who is designated by the Chief of Police or designate to an acting rank for a position covered by this agreement and who performs the normal responsibilities of that rank shall be compensated for all time worked in the higher rank at the rate equal to Grade II of that rank. In the event that the designation under this article is to the rank of inspector, the rate of pay shall be halfway between staff sergeant Grade I and the maximum for an inspector. (2003 AA)

5.4. In all promotions, the following factors shall be considered:

- (a) knowledge, efficiency, and ability to perform the work;
- (b) physical fitness; and
- (c) 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 the factors outlined in articles 5.4(a) and (b) are relatively equal, the factor outlined in 5.4(c) shall govern.

5.5. Members below the rank of first-class constable shall be eligible for progression as follows:

- (a) from fourth-class constable to third-class constable: fifteen (15) months from the date of hire; (2003 AA)
- (b) 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; and
- (c) 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)

5.6. Sergeants and staff sergeants shall be eligible for progression as follows:

- (a) from sergeant Grade II to sergeant Grade I at the end of one (1) year from the date of appointment as a sergeant Grade II; and
- (b) from staff sergeant Grade II to staff sergeant Grade I at the end of one (1) year from the date of appointment as a staff sergeant Grade II. (2003 AA)

5.7. In the event that a member of the Kingston Police is deliberately not reclassified within thirty (30) days after the date upon which the member became eligible for reclassification, the member shall be notified in writing by the Chief of Police of the reason thereof. (2003 AA)

5.8. The Chief of Police or the Chief's designate will endeavour to provide exam marks to each candidate in a sealed envelope within five (5) days of their receipt. (1990)

5.9. Annually the Chief of Police or designate shall post a list of names of those members eligible to write promotional exams and, in the case of a completed promotional process, the names of those members who are eligible for promotion. Each list will be in alphabetical order. (2003 AA)

5.10. All posted vacancies for sworn positions shall be posted for no less than fourteen (14) calendar days. A copy of all such vacancies shall be sent to the Association President or delegate. (2003 AA)

5.11. A member who is involuntarily transferred shall be informed in writing of the reasons for the transfer prior to the effective date of the transfer. (2003 AA)

5.12. Members may be assigned at the discretion of the Chief of Police or designate to an acting rank for any rank covered by this collective agreement or to act in a rank that is outside this agreement. (2004)

5.13. Members assigned to act in a rank that is outside this agreement shall continue membership within the Association and shall retain all rights and obligations under this agreement, including accrual of sick leave and seniority and the deduction of dues. (2004)

## 6. OVERTIME

6.1. For the purpose of this article, overtime shall be deemed to be any approved time spent in the service of the Kingston Police and includes appearances at court in excess of the normal scheduled tour of duty. (2003 AA)

6.2. 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. The word “court” shall not include any arbitrations or other proceedings regarding an existing or proposed agreement between the Board and the Association, nor shall it include any proceedings regarding the grievance procedures referred to in this agreement, nor any disciplinary proceedings pursuant to the *Police Services Act* against a member or members, unless called or subpoenaed by the prosecution. (1992)

6.3. 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 (1½) times the member’s regular hourly rate of pay for all time worked in excess of the normal scheduled tour of duty. (2004)

6.4. “Callback” 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 it shall include the attendance of a member:

- (a) effective January 8, 1999, at courts during off-duty hours as follows:
  - (1) morning and afternoon constitute one first appearance if attendance is continually required. This applies even though a lunch break occurs;
  - (2) the time of the appearance shall be deemed to begin one-half hour before the time indicated on the subpoena or court notice;
  - (3) should a member be subpoenaed for a separate court charge in the afternoon, this shall also constitute a first appearance. This includes occasions when a member attends court on another matter in the morning but is dismissed prior to the time of the afternoon appearance;
  - (4) should morning court continue or resume beyond 4:00 p.m., a separate appearance shall be considered to have taken place, provided the member is required to be in attendance; and
  - (5) a minimum of four (4) hours at one and one-half (1½) times the member’s hourly rate shall apply to any first appearance, and a minimum of four (4) hours at one and one-half (1½) times the member’s hourly rate shall apply should the court extend to a second appearance as indicated in article 6.4(a)(4); and (1999)
- (b) on an overtime assignment separated by time off from a regular tour of duty.

6.5. A member called back shall receive pay at the rate of one and one-half (1½) times the member's regular hourly rate of pay for all hours worked on such callback, with a minimum of four (4) hours' pay at the rate of one and one-half (1½) times for each such callback. 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. (1991 AA)

6.6. The assignment of overtime, a court appearance, or a criminal investigation under article 6.16 within one-half hour of a member's daily tour of duty or immediately following a member's daily tour of duty is not a callback. (1992)

6.7. A member who, during annual vacation or while off on statutory holiday leave, is required to attend court shall be granted two (2) tours of duty of additional vacation or pay at straight time for each day of interruption of such vacation. A tour of duty is defined as the actual number of hours scheduled to work on a single shift. This article shall apply to approved annual vacation, statutory leave, banked annual leave, and to any changes in annual and/or statutory leave when requested by the member and approved by the supervisor and the Court Office, with an indication that no court was scheduled at the time of approval, regardless of the number of days taken off. This article does not apply to days taken off in conjunction with annual or statutory leave by using banked or lieu time. The decision as to time off or pay under this article shall be at the discretion of the member, and all time accumulated by a member under this article shall be kept in the annual leave bank. (2003 AA)

6.8. A member who is required to work on a statutory holiday shall be paid at the rate of one and one-half (1½) times the regular hourly rate of pay for all hours worked on the statutory holiday during a normally scheduled tour of duty. Should members working on a statutory holiday be required to work in excess of one-half hour beyond their normally scheduled tour of duty, they shall be paid at the rate of two (2) times 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 callback on a statutory holiday. (1992)

6.9. In the event that a member does not receive notice by 6:00 p.m. the previous day that 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)

6.10. 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 article 6.4, shall be paid four (4) hours' straight time for each 24-hour period or portion thereof of stand-by and twelve (12) hours' straight time for each 24-hour period or portion thereof if the stand-by duty is required during a member's annual leave. (2003 AA)

6.11. All overtime, as presently specified, shall be credited to a member's overtime bank, which shall be paid to the member upon request or granted in lieu time, which may be taken as time off from work when requested by the member, subject to the approval of the Chief of Police or the Chief's designate. When a member is approved to take time off from work, the bank shall reduce on an hour-for-hour basis; when a member requests a monetary pay-out, it shall be paid on the basis of the hourly rate when the particular overtime was earned. In all cases, the oldest hours will be utilized first, on a "first in, first out" basis from the bank. (1999)



6.12. A member may bank overtime until the 31st of December each year. All overtime standing to a member's credit as of the 31st of December, each year, will be paid out the following January based on the member's rate of pay at the time the hours accumulated, unless the member wishes to carry an overtime bank not to exceed one hundred (100) hours into the following calendar year and has notified the Chief of Police no later than the 30th of November. (1999)

6.13. Any pay-out of a member's overtime bank shall be based on the member's rate of pay at the time the hours accumulated. The value of members' banks on January 8, 1999, shall be based on their rate of pay in effect on January 7, 1999. (1999)

6.14. A member wishing to maintain an overtime bank must notify the Chief of Police no later than the 30th of November in each year. (1989)

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

6.16. 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 or designate, receive four (4) hours' pay at the rate of one and one-half (1½) times the member's normal hourly rate of pay. This provision is not applicable when the investigation commences within one-half hour of the commencement or the end of the member's tour of duty. Normal overtime provisions shall apply in this instance. (2006)

6.17. In addition to the provisions of articles 6.4 and 6.7, any member who is required to attend court outside the city of Kingston while off duty shall be compensated at straight time for all reasonable time required to travel to and from the location of the court. If such appearance is outside the city of Kingston, this article will apply only if the member has notified the immediate supervisor of the member's unit as soon as possible after being made aware of such required court attendance. This article does not apply if the member's shift is changed to accommodate the court appearance or if the court location is less than 50 kilometres from Kingston City Hall. (1999)

6.18. When situations warrant and the Chief of Police or the Chief's designate approves that the member must travel to or from court on a day other than the day of court attendance because of distance, weather, or other conditions, the member shall be granted time as in article 6.17 for time spent travelling and further shall be compensated for all other reasonable expenses, i.e., accommodation and food. (1999)

6.19. All witness fees received by a member for attendance in court shall be turned over to the Office of the Chief of Police. (1999)

6.20. When a member is required to attend court while on duty and is prevented from going off duty at the normal time by reason of such attendance at court, the overtime provisions as stated in article 6.3 shall apply. (1999)

6.21. When the Chief of Police or designate approves that a member must fly to another province or country for the purpose of picking up a prisoner, the member shall be granted time at straight time for all time that is spent from departure from Kingston to arrival and back to

Kingston, and further shall be compensated for all other reasonable expenses, i.e., accommodation at the single rate and food in accordance with this agreement. (2003 AA)

## **7. STATUTORY HOLIDAYS**

### **7.1. Designated Statutory Holidays.**

- (a) All members shall be granted one (1) clear working day off duty in lieu of each of the following days that fall during their term of employment each year:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (1999)	

A twelfth statutory holiday will be granted when officially proclaimed by the federal government. (1987)

- (b) Members 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 that are observed as significant in their faith. If a member designates such days, the overtime and other provisions that normally apply to statutory holidays will not apply to Good Friday and/or Easter Monday and/or Christmas Day for the member but will apply to the days designated. (1999)

7.2. 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 the 15th of November 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 the 1st of December shall be paid at the member's current hourly 1st of December rate on the last pay in January of the following year. (1990)

## **8. HOURS OF WORK**

8.1. All sworn members shall work forty (40) hours per week,

- (a) except those members working a compressed work week schedule, as agreed to between the Chief of Police and the Association, or
- (b) those members who require an alternate work arrangement to accommodate special needs. Such arrangements are to be made in consultation with the Association. (1994)

## **9. ANNUAL VACATION**

9.1. "Annual vacation" shall be the member's annual vacation, including regularly scheduled days off directly after the selected leave. (2003 AA)

9.2. Each member coming within this agreement shall be entitled to annual vacation with pay on the following basis: (2003 AA)

- (a) during the first year of service:
  - 1 month's service: 8 hours' vacation;
  - 2 months' service: 16 hours' vacation;
  - 3 months' service: 20 hours' vacation;
  - 4 months' service: 28 hours' vacation;
  - 5 months' service: 36 hours' vacation;
  - 6 months' service: 40 hours' vacation;
  - 7 months' service: 48 hours' vacation;
  - 8 months' service: 56 hours' vacation;
  - 9 months' service: 60 hours' vacation;
  - 10 months' service: 68 hours' vacation;
  - 11 months' service: 76 hours' vacation; and
  - 12 months' service: 80 hours' vacation;
- (b) on completion of one (1) year's service: 80 hours;
- (c) on completion of four (4) years' service: 120 hours;
- (d) on completion of ten (10) years' service: 160 hours; (1999)
- (e) on completion of fifteen (15) years' service: 200 hours; (1990)
- (f) on completion of twenty-three (23) years' service: 240 hours; (2003 AA)
- (g) effective January 1, 2005, during the calendar year in which a member completes twenty-eight (28) years of continuous service, the member shall be entitled to two hundred and forty-eight (248) hours of vacation with pay at the current prevailing salary and a further eight (8) hours in each subsequent year of continuous service thereafter, to a maximum of two hundred and eighty (280) hours in the calendar year in which the member completes thirty-two (32) continuous years of service; (2004)
- (h) 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 1 January to 31 December; and
- (i) all members who have previous police service with any recognized police agency, including the Military Police, shall be entitled to add that previous service as credited time to their Kingston Police service, with such service to be counted towards their annual vacation entitlement for 1999 and subsequent years. Members who are entitled to any additional vacation time as a result of this article shall select such additional vacation time after all members have selected their annual leave by the appropriate article in 9.2(a) through (f). (2003 AA)

9.3. 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 Kingston Police, court appearances, or any provisions of this agreement, the request will be approved. (1990)

9.4. The Chief of Police or the Chief's 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 so that all leave may be taken before the end of the calendar year. (1992)

9.5. The annual and statutory leave of a member who, during a calendar year, exhausts sick leave credits and remains off for the remainder of the year shall be prorated for that year in accordance with time on salary. There will be no penalty assessed if a member to whom this article applies had, before exhausting sick leave credits, taken more than the member would have been entitled to under this article or article 7. (1992)

9.6. 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 prorated for that year in accordance with time worked after return to duty. For the purpose of this article, prorating of statutory leave will involve calculating the number of statutory holidays that fell or will fall within the period the member is on salary. (1992)

9.7. At least eighty (80) hours of vacation, or the member's full vacation entitlement if it is less than eighty (80), must be taken in the calendar year in which it is due. Members may apply to carry up to eighty (80) hours of vacation that are over and above the foregoing entitlement into the following calendar year. The request to do so must be submitted in writing to the Chief of Police or designate prior to the 15th of November of the current year. The request will be considered by the Chief or designate, for any carry-over is dependent on operational needs and the Chief's or designate's approval. (2004)

9.8. Members who resign, retire, die, absent themselves from work without pay for periods longer than two (2) weeks (excluding absence due to pregnancy, parental, or adoption leave) or otherwise leave the service of the Kingston Police shall have their vacation prorated in accordance with the time worked in the vacation year(s) of the foregoing event(s). Adjustments shall be made as necessary to the member's final pay cheque, e.g., a member who leaves the service on the 30th of June in a year in which the member is entitled to one hundred and sixty (160) hours of vacation shall be entitled to eighty (80) hours minus any days taken. Any hours owing shall be paid to the member on the final pay; any hours taken above the prorated entitlement shall be deducted from the final pay. (2004)

## **10. BENEFITS**

10.1. The amount of and eligibility for benefits referred to in this agreement are subject to the terms and conditions of the policy or policies of the insurer providing such benefits. Any dispute as to entitlement to benefits provided under the policy or policies of insurance is between the member and insurer. The Board agrees to use its best efforts on behalf of the member in the event of such dispute. It is understood that the Board's obligation under this article is restricted to the payment of its portion of the premiums necessary to enrol members in the benefit plans described in this agreement. (2004)

10.2. The Board will contribute one hundred percent (100%) of the cost of the monthly premium of the Ontario Health Insurance Plan, or its successor, and an extended health benefit plan, as detailed on Schedule B attached hereto, for all members who are subscribers, their spouses, and all eligible dependants. For the purposes of prescription drugs, generic drugs are to be dispensed if available, unless stipulated otherwise by the physician. (1999)

10.3. The Board will pay one hundred percent (100%) of the cost of the monthly premium for \$100,000 life insurance and \$100,000 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 members, \$2,000 group life coverage for spouses and \$1,000 group life coverage for each eligible dependent child. Effective January 1, 2005, members' individual coverage for life insurance and for accidental death and dismemberment will be on the basis of two times their annual salary. (2004)

- (a) Members retiring on or 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 apply only 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.
- (b) The Association may arrange for \$5,000 group life insurance for each member upon retirement, provided one hundred percent (100%) of the cost is assumed by the Association. (1987)

10.4. The Board shall provide the Blue Cross Dental Plan 9 or its equivalent, with a nine-month recall for those insured who are eighteen (18) years of age and over, subject to the approval of the Association. The Board shall pay one hundred percent (100%) of the premium cost for both single and dependant coverage based on the current Ontario Dental Association Schedule of Fees of current year less one. For orthodontic care, the Board will pay the premiums necessary to provide coverage on a 50/50 co-payment basis, \$1,000 lifetime maximum, for insureds under eighteen (18) years of age. Effective January 1, 2005, this lifetime maximum increases to \$2,000. Effective January 1, 2005, the Board shall pay one hundred percent (100%) of the premium to provide members and eligible dependants with major restorative services (crowns, dentures, bridges) on the basis of 50/50 co-insurance, to a maximum of \$1,500 per insured per year. (2004)

10.5. Provided that the retiree is in receipt of a pension under the Ontario Municipal Employees Retirement System (OMERS), 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 dependants, as well as for surviving spouses and eligible dependants of police officers who die while in the execution of their duties until the surviving spouse reaches age sixty-five (65) or remarries, whichever is earlier: Ontario Hospital Insurance Plan or its successor; extended health benefit plan; and dental plan. (1999)

10.6. Where a member is killed or dies as a direct result of injuries received in the lawful performance of the member's duties as a police officer, leaving a spouse and/or any dependent child as defined under the *Income Tax Act*, the Board shall pay to the estate of the deceased

member the equivalent of one (1) year of the deceased's salary at time of death, as per Schedule A. Such payment shall be made within six (6) months of the date of death. (1994)

10.7. If a member dies while in the employ of the Board, the member's estate or beneficiary shall be provided with a cheque in the amount of ten thousand dollars (\$10,000) within two (2) business days of the request being made, provided that the member's beneficiary or estate provides a written agreement to repay the full amount upon receipt of the member's group life insurance benefit, which is detailed in article 10.3. (2003 AA)

## **11. LIABILITY INSURANCE**

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

## **12. SALARIES**

12.1. The salary differential to a first-class constable shall be maintained as follows. (2006)

<b>Rank</b>	<b>Differential (%)</b>
Fourth-Class Constable	60.0
Third-Class Constable	80.0
Second-Class Constable	90.0
First-Class Constable	100.0
First-Class Constable Specialist	105.0
Sergeant Grade II	106.0
Sergeant Grade I	112.0
Staff Sergeant Grade II	118.0
Staff Sergeant Grade I	124.0

12.2. The annual salary schedules for members from January 1, 2006, to December 31, 2008, are attached hereto as Schedule A and form part of this agreement.

12.3. The regular hourly rate of a member shall be calculated by dividing the member's salary by 2,080 hours.

12.4. Members below the rank of sergeant assigned to:

- (a) plain-clothes duties within the Criminal Investigation Division shall be paid at 103 percent of the first-class constable rate of pay, commencing with the start of the second year they are in the programme and 104 percent commencing with the start of the third year in the programme (2004); or

- (b) the position of Communications Supervisor or Kingston Police Court Coordinator shall be paid at 103 percent of the first-class constable rate of pay, commencing three (3) months after they are in the programme. (2004)

12.5. All first-class constables assigned by the Chief of Police to full-time Special Services shall be paid at 103 percent of the first-class constable rate of pay, commencing with the start of the second year of the assignment and 104 percent commencing with the start of the third year of the assignment. In the case of a change of name for the Special Services Unit, those members who will be performing duties that were traditionally done by the Special Services Unit will be paid at the appropriate rate according to the length of the constable's assignment. (2006)

#### 12.6. **Retention/Incentive Premium.**

- (a) Commencing January 1, 2006, a retention/incentive premium shall be paid to those sworn officers who meet the criteria outlined in article 12.7(b). The incentive/retention premium shall be paid on a biweekly basis on salary only in conjunction with regular pay periods and shall be considered as pensionable earnings, as follows:
  - (1) for all sworn members of the Kingston Police as at the date of ratification of the 2004–5 collective agreement (July 28, 2004), either:
    - i. two percent (2%) per year of the first-class constable rate of pay to those with ten (10) consecutive years of policing; or
    - ii. five percent (5%) per year of the first-class constable rate of pay to those with twenty (20) consecutive years of policing; or
  - (2) for all sworn members of the Kingston Police with a start date after the date of ratification of the 2004–5 collective agreement (July 28, 2004), provided that they maintain a valid Ontario Police College examination mark as described in the Kingston Police promotional procedure, either:
    - i. two percent (2%) per year of the first-class constable rate of pay upon achieving ten (10) consecutive years of service with the Kingston Police; or
    - ii. five percent (5%) per year of the first-class constable rate of pay upon achieving twenty (20) consecutive years of service with the Kingston Police.

This retention/incentive premium is not considered pyramiding pursuant to article 30. Effective July 1, 2006, the retention/incentive premium structure as outlined in this article will be amended to two percent (2%) after ten (10) years, five percent (5%) after twenty (20) years, and nine percent (9%) after twenty-three (23) years. Effective January 1, 2007, the retention/incentive premium structure as outlined in this article will be amended to three percent (3%) after eight (8) years, six percent (6%) after seventeen (17) years, and nine percent (9%) after twenty-three (23) years. (2006)

- (b) The following criteria are to be used to determine eligibility to receive the retention/incentive premium.
  - (1) The retention/incentive premium will not be provided to sworn officers for any period of time they are not current in the Use of Force training. In such instances, the retention/incentive premium would be provided when the sworn officer becomes current, and there will be no retroactive application. The only exceptions would be if an injury / illness / medical condition or previously scheduled course precludes the sworn officer from attending such training, where the employer is unable to schedule the training on time, where the sworn officer is scheduled and cannot attend because the employer requires the sworn officer at work on that day, or if there are other extenuating circumstances outside of the employee's control.
  - (2) In the case of sworn officers who are subject to a disciplinary conviction under the *Police Services Act* for which the confirmed penalty was the forfeiture of forty (40) or more hours' pay or leave, or forty (40) or more hours' suspension without pay, which has been imposed in the previous twelve (12) months, the retention/incentive premium will be reduced by one level and will be reinstated one year from the date of conviction.
  - (3) The retention/incentive premium will not be provided for any period of time a sworn officer is under suspension as a result of a criminal charge(s). If the employee returns to active employment, there will be no retroactive application of the retention/incentive premium where the sworn officer is found guilty of or pleads guilty to such charge(s).

### **13. SPECIAL PAY AND ALLOWANCES**

#### **13.1. 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 first-class constable specialist, as indicated on Schedule A attached hereto. (1987)
- (b) **Breathalyzer/Intoxilyzer Technicians.**
  - (1) Qualified breathalyzer/Intoxilyzer technicians shall be paid an additional sum of two hundred dollars (\$200) per year, prorated for those technicians who are qualified for months or partial months in any year. This allowance shall be paid in November. A "qualified technician" shall be any member who:
    - i. has completed an approved course and been designated by the Attorney General,



- ii. has requalified as required by the Centre of Forensic Sciences, and
- iii. 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 prorated basis.

- (2) 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. (1991 AA)

#### **14. PRIVILEGES AND CONCESSIONS**

14.1. Annual vacations shall be by rank and seniority within each group. 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 Kingston Police from other divisions and/or exclude some members of the platoon. (1990)

14.2. One (1) hour lunch period. (1969)

##### **14.3. Time Off for Police Association Duties.**

- (a) Any delegates, not exceeding 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 Kingston Police shall permit, at the discretion of the Chief of Police. (1992)
- (b) The Board recognizes that members of the Association bargaining committee may require a reasonable amount of time away from work immediately before and/or after bargaining, conciliation, or arbitration meetings attended by the employer. The Board directs the Chief of Police or the Chief's designate to make every reasonable effort to accommodate this requirement within operational limitations at the Chief's or designate's discretion, through such methods as shift adjustments or time off without loss of pay. (1994)

14.4. The Board shall pay fifty dollars (\$50) per week, or prorated per day of the course if any one week of the course is less than five (5) days, to cover expenses of members attending police training courses outside the city of Kingston when members are required to reside at the course location. In the event that the member is not provided with a vehicle by the Kingston Police and therefore is required to use a private motor vehicle to travel to a training course outside the city, the member shall be reimbursed at the City of Kingston's rate per kilometre for each kilometre travelled between Kingston and the location of the course and return, provided that travelling expenses are not already paid as part of the training course. In the event that more than one

member travels by private motor vehicle together, only one shall be entitled to claim for mileage expenses. (2003 AA)

14.5. If a member is out of the city on a course that is approved by the Chief of Police or designate and is required to return to Kingston or to another location, other than the course location, for court, when the member is not provided with a vehicle by the Kingston Police but instead is required to operate a private motor vehicle, the Board shall pay the member mileage at the City of Kingston rate per kilometre for all kilometres travelled to attend the court and return to the location of the course. It is the responsibility of the member to notify the Court Office of the dates of courses. (2003 AA)

14.6. Article 14.4 shall not apply to probationary constables attending the Basic Constable Training Course at the Ontario Police College. They shall, instead of any other benefits aforementioned, receive a flat weekly expense allowance of thirty-five dollars (\$35). (2003 AA)

14.7. Conditional on compliance with provincial legislation, the Board shall, on the basis of a promissory note, provide an interest-free loan to a probationary constable for the purpose of paying the training costs required by the Ontario Police College for the probationary constable to attend recruit courses at the Ontario Police College. Loans will be paid back by the members involved within three (3) years of the completion of the courses. (2003 AA)

14.8. The allowances outlined in articles 14.4, 14.5, and 14.6 and the loan referred to in article 14.7 do not apply if a member is required to repeat a course because of failure to achieve a passing grade on the first course. These allowances, other than mileage allowances, shall be advanced to attending members prior to leaving for the training course, except for Basic Constable Training courses. (1999)

14.9. When a member is required by the Chief of Police or designate to travel outside the city of Kingston, the member shall be notified by the Chief or designate of the expense items that will be paid for by the Kingston Police. Items for consideration include:

- (a) when overnight accommodations are required and are not paid as part of the reason for travel, the number of nights allowed at the single rate;
- (b) the means of transportation shall be agreed to between the parties. It is preferred that the member use a vehicle provided by the Kingston Police; however, if one is not available and a member uses a personal vehicle, the member shall be reimbursed at the City of Kingston rate per kilometre;
- (c) an advanced allowance for meals or a per diem of fifty dollars (\$50), without receipts, on days that the member is required to eat meals away from home due to distance. In the event that the per diem is granted, it shall be for meals and gratuities, i.e., breakfast \$10, lunch \$15, and dinner \$25; and
- (d) when attending a course approved by the Chief of Police or designate, other than at the Ontario Police College, Canadian Police College, or similar facility, the member shall be eligible to room alone. (2003 AA)

14.10. A member who successfully passes a course of study related to policing, where attendance was approved by the Board prior to its commencement, shall be reimbursed the cost of tuition, provided that the member provides confirmation of payment and passing grade from the institution that provided the course. This article does not apply to Basic Constable Training courses provided by the Ontario Police College. (2003 AA)

14.11. The Chief of Police or designate shall receive and consider applications from members whose personal belongings are damaged through the performance of their duties. The amount reimbursed shall be determined subject to the item damaged and the cost either to repair or to replace, to a maximum of one hundred dollars (\$100) per occurrence, with the exception of prescription eyewear, which shall be fully reimbursed upon production of a receipt verifying replacement. (2006)

14.12. In the event that a member is authorized by the Chief of Police or designate to attend a training course outside Canada, the member shall be provided the allowable expenses/allowances in Canadian currency based on the rate of exchange on the date of issue. (2003 AA)

14.13. When members are required to work overtime in excess of three hours consecutive to the end of their regular scheduled tour of duty, and after each subsequent six-hour period, they are entitled to up to \$10 for the purchase of a meal, provided that receipts are given to support the purchase. (2003 AA)

14.14. The Kingston Police shall provide transportation to members performing extra duties that are approved by the Chief of Police or designate. This transportation shall be from the police station to the site of the extra duty and, on completion of the extra duty, back to the station. This transportation shall be at no cost to the members. (2003 AA)

## **15. LOSS OF PRIVILEGES ON SEPARATION**

15.1. Members of the Kingston Police whose employment is terminated by either of the following:

- (a) leaving of their own accord, or
- (b) discharge, and such discharge is not reversed through an appeal,

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

## **16. CLEANING AND CLOTHING ALLOWANCE**

16.1. The voucher system, for cleaning of uniforms or clothing, shall be equivalent to clean 180 units of clothing per year. A unit shall be equivalent to the cost of the cleaning of one (1) shirt. Vouchers shall be designated to be used for:

- (a) only uniform cleaning; or

- (b) either uniform or non-uniform cleaning.

Members who are assigned to uniformed duties shall receive one hundred and ten (110) vouchers to be used for uniforms plus seventy (70) vouchers to be used for either uniform or non-uniform cleaning. Members assigned to non-uniformed duties shall receive one hundred and eighty (180) vouchers to be used for either uniform or non-uniform cleaning. (2003 AA)

16.2. All members of the Kingston Police who are regularly assigned to plain-clothes duties shall receive a clothing allowance of nine hundred and fifty dollars (\$950) per annum. This amount shall be paid on the first regular pay in February of each year. Members transferred to a plain-clothes assignment expected to last the remainder of the calendar year shall be paid at the per diem rate on the second regular pay following the transfer. Further, any member temporarily assigned to plain-clothes duties shall receive a clothing allowance of three dollars and sixty-six cents (\$3.66) per working day. Members may submit claims for the per diem allowance on a monthly basis or at the end of the assignment. Members who receive a per annum clothing allowance and prior to the end of the year retire or are transferred at their request to a uniformed position shall have their entitlement adjusted based on the per diem allowance. Any money owed to the Board as a result of this adjustment shall be deducted from a member's pay. This will not apply where a member's request is for medical reasons supported by medical certification. (2003 AA)

## **17. COMPASSIONATE LEAVE**

17.1. Compassionate leave shall be granted to a member sufficient to allow:

- (a) seven (7) clear days away from work, in the case of the death of a parent, spouse, common-law spouse, same-sex partner, child or step-child, mother-in-law, or father-in-law (2004); and
- (b) three (3) clear days away from work, in the case of the death of a brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, or grandparent of the member or the member's spouse, common-law spouse, or same-sex partner. (2004)

17.2. Compassionate leave shall begin the day of or the day following the death, at the request of the member. All relationships through a common-law relationship shall be treated as though in a marital relationship. 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 off work under the provisions of the Workplace Safety and Insurance Board. (1994)

17.3. Should internment be at a time beyond the time-frame allowed within article 17.2, a member may hold one (1) day of the compassionate leave entitlement under article 17.1(a) or (b) as applicable, to be used to attend the internment. Members shall notify their supervisor of these arrangements as soon as possible following the death. (2003 AA)

17.4. 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 unplanned emergency situations that are acceptable to the Chief of Police or designate and involve the health of the member's spouse,

common-law spouse, same-sex partner, child, mother, father, mother-in-law, or father-in-law. (2004)

## **18. SICK LEAVE**

18.1. A member shall receive sick leave credits of one and one-half (1½) days per month for each month of unbroken service.

18.2. Such credits shall be cumulative as from the beginning of the first month after the member commences service with the Kingston Police. (1978)

18.3. Members 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)

18.4. The number of days for which a member receives sick pay credit shall be deducted from the cumulative sick pay credit bank. (1978)

18.5. On retirement or upon voluntary resignation after five (5) years' continuous service, members covered by this agreement shall be entitled to leave with pay equal to one-half 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 year's earnings at the rate received immediately prior to termination of employment. This article shall not apply when a member is discharged or if resignation is accepted in lieu of discharge.

18.6. In the event of the death of a member of the Kingston Police, 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 article 18.5.

18.7. Subject to article 18.8, absences on account of illness for less than one-half 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. (1999)

18.8. The Chief of Police shall have the authority to deduct time from a member for less than one-half 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)

18.9. The Chief of Police shall have the right to require a member of the Kingston Police, who is absent due to sickness or injury after four (4) consecutive tours of duty, to be examined and reported on by a qualified physician of the member's choice, and the 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. Failure of the member to provide the required information shall be cause to suspend sick time payments. The physician's fee related to obtaining the said report shall be borne by the Board. (2006)

18.10. A member who is on extended sick leave shall be deemed to be working the day shift, Monday to Friday, 8:00 a.m. to 4:00 p.m. (1992)

#### **18.11. Benefits While on Sick Leave.**

- (a) A member who has exhausted sick leave credits and has not been approved for long-term disability (LTD) is entitled to the following benefits for a period of one year from the date of exhaustion of sick leave credits:
  - (1) extended health care;
  - (2) dental care; and
  - (3) group life insurance.
- (b) A member who is off work due to illness and has not exhausted sick leave credits after a three-month period may waive the right to continue on sick leave and commence benefits under the Association's LTD plan, provided that the member provides proof to the Chief of Police or Chief's designate that LTD benefits have been approved. While on LTD, the member shall continue to be eligible for the following benefits:
  - (1) extended health care;
  - (2) dental care; and
  - (3) group life insurance. (2003 AA)
- (c) Sick leave credits shall not accumulate while the member is on LTD. Members who do not return to work shall have their sick leave pay-out under articles 18.5 and 18.6 based on their salary in effect upon the start of LTD. (1999)

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

#### **19. PREGNANCY, ADOPTION, AND PARENTAL LEAVE**

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

19.2. The 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.

19.3. During pregnancy leave, the Board shall provide a supplementary maternity benefit for a maximum period of fifteen (15) weeks while the member is in receipt of Employment Insurance maternity benefits, equal to the difference between the Employment Insurance maternity benefit paid to the member and eighty percent (80%) of her regular weekly rate of pay. In order to be eligible for this supplementary maternity benefit, the member shall provide confirmation of her Employment Insurance benefit. (2004)

19.4. While on pregnancy and/or parental leave, the member shall continue to accumulate seniority, and the Board shall continue to provide the member with vacation and statutory holiday credits and all other benefits as specified by the agreement. Pension entitlement shall be in accordance with OMERS Regulations. The member shall be informed by the employer immediately upon request by the member of the impact of the OMERS Regulations in regard to the member's pension. (1999)

19.5. Pregnancy leave and parental leave for the natural mother shall not exceed fifty-two (52) weeks in total. Parental leave for the non-birth parent or adoptive parent shall not exceed eighteen (18) weeks, and shall be administered by analogy to the relevant provisions of the *Employment Standards Act, 2000*. (2003 AA)

19.6. 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.

19.7. 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 Kingston Police.

19.8. The member's coverage for group life insurance, extended health care, and dental care shall be continued by the Board during such pregnancy and/or parental leave.

19.9. 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-rata basis:

- (a) when the member returns to work for one (1) month, the Board may recover five (5) months of premium payments;
- (b) when the member returns to work for two (2) months, the Board may recover four (4) months of premium payments; and
- (c) this pro-rata recovery plan may be repeated for up to five (5) months of employment following maternity or parental leave. (1992)

## **20. DISABLEMENT**

20.1. Members who are injured on duty and become eligible for compensation under the *Ontario Workplace Safety and Insurance Act* shall be paid their normal net salary until they return to duty or until two (2) years from date of injury, whichever shall be earlier. (1999)

20.2. When members are absent after two (2) years owing to incapacity, and a claim has been approved by the Workplace Safety and Insurance Board, members shall receive the difference between their net salary or net rate of pay and the rate payable under such an award to the extent of their accumulated sick pay credits, to the extent of one-seventh (1/7) of a day per working day. (1999)

20.3. 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 article applies only to disablement and to no other article in the contract. (1978)

## **21. PENSIONS**

21.1. Upon commencement of employment with the Kingston Police, every full-time member shall be enrolled in OMERS, with a normal retirement age of 60 for police members and a normal retirement age of 65 for civilian members. Enrolment and contributions shall be made in accordance with the provisions of the *Ontario Municipal Employees Retirement System Act* and Regulations. In addition, the Board shall provide the OMERS Type 3 Supplementary to permit early retirement without actuarial reduction in benefits within ten (10) years prior to a member's normal retirement date when the member is declared by the employer to be unable to perform the duties of the member's employment because of mental or physical incapacity (partial disability). (1999)

## **22. LEGAL INDEMNIFICATION**

22.1. 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.

22.2. Where members are defenders of their conduct as a police officer in civil or other judicial proceedings arising from acts done in performance in good faith of their duties as a police officer, members shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such proceedings as set out hereinafter.

22.3. A member may apply for indemnification as set out above by applying to the Board for indemnification within thirty (30) days of the charges being laid or proceedings 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.

22.4. Members shall not be indemnified for costs arising from:

- (a) grievances under the collective agreement;
- (b) actions or omissions of a member acting as a private citizen, unless such actions resulted from the member's status as a police officer; or
- (c) discipline charges under the *Police Services Act* and Regulations thereunder.

22.5. Notwithstanding the provisions of article 22.1, the Board may consider the payment of reasonable legal costs if the member is found guilty, except for a criminal offence. (1990 AA)



## **22.6. Legal Counsel re Special Investigations Unit. (2004)**

- (a) The Board agrees that, through the office of the Chief of Police, legal counsel(s) shall be provided at the Board's expense to any on-duty officers acting in good faith in the performance of their police duties who may be directly or indirectly involved in an incident investigated by the Special Investigations Unit under the provisions of Part VII of the *Police Services Act*.
- (b) An officer to whom the Board is providing legal counsel shall be covered for a period of seventy-two hours or until the Special Investigations Unit designates subject and witness officers, whichever occurs first, to a maximum of \$2,000 per officer or \$2,000 for a group of officers per incident as stated in article 22.6(c).
- (c) A list of lawyers will be selected upon mutual agreement between the Board and the Association Executive. The Board reserves the right, through the Chief of Police or designate, where there is more than one member involved in a given investigation to provide one counsel for all, unless that counsel considers there to be a conflict of interest in acting for more than one officer, in which case individual counsel may be granted by the Board at its sole discretion.
- (d) The provisions of articles 22.6(a), 22.6(b), and 22.6(c) shall not apply unless officers have fulfilled their duty to complete reports and to respond to the Chief or designate regarding the incident in question or to complete such other duties or assignments as may be required by the exigencies of the service.

## **23. WARRANT CARDS**

23.1. The Board will supply warrant cards to all members of the Kingston Police. 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.

## **24. RETIREMENT**

24.1. Retirement shall be compulsory at the end of the calendar year in which members attain their sixtieth (60th) birthday. (1969)

## **25. GRIEVANCE PROCEDURE**

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

25.2. The word "occurrence" means the date that a member is informed of a decision, which the member believes violates the collective agreement.

25.3. 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, recognizing that, in some circumstances, Step No. 3 may not be required.

**25.4. Step No. 1.** An aggrieved member shall first present the grievance in writing to a Junior Officer within the member's platoon, unit, or division within five (5) days of the alleged occurrence, stating the article or articles alleged to be violated. The Junior Officer receiving the grievance shall give a decision in writing to the griever, a Senior Officer within the griever's unit, division, or branch, and the Chief of Police within five (5) days of receiving the grievance.

**25.5. Step No. 2.**

- (a) If the member or a representative of the Association Grievance Committee wishes to appeal the decision of the Junior Officer, the member or representative shall submit the grievance in writing to a Senior Officer within the member's platoon, unit, division, or branch within five (5) days of the decision of the Junior Officer. The Senior Officer receiving the grievance shall give a decision in writing to the involved parties within four (4) days of receiving the grievance; or
- (b) if the Senior Officer within the griever's unit, division, or branch wishes to appeal the decision of the Junior Officer, the Senior Officer shall submit the grievance in writing to the Chief of Police no later than five (5) days after the decision of the Junior Officer has been given. The Chief of Police shall either issue a decision or hold a hearing, or direct a Deputy Chief to hold a hearing, and give a decision on the grievance in writing to the involved parties no later than fourteen (14) days after the grievance was presented to the Chief; or
- (c) if the Chief of Police disagrees with the decision of either the Junior Officer or the Senior Officer under articles 25.4 or 25.5(a), the Chief shall have the right to override the decision by notifying the involved parties in writing within fourteen (14) days of the decision of the Junior or Senior Officer.

**25.6. Step No. 3.**

- (a) If the griever or a representative of the Association Grievance Committee wishes to appeal the decision of the Senior Officer made under article 25.5(a), that person shall submit the appeal in writing to the Grievance Committee within five (5) days from the date of the decision of the Senior Officer.
- (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 no later than seven (7) days after it has received the grievance.
- (c) The Chief of Police may allow the grievance, or the Chief or a Deputy Chief may have a hearing and give a decision on the grievance in writing no later than fourteen (14) days after the grievance has been presented to the Chief.

**25.7. Step No. 4.** If a decision of the Chief of Police under articles 25.5(b), 25.5(c), or 25.6(c) or of a Deputy Chief under articles 25.5(b) or 25.6(c) is not satisfactory to the Grievance Committee, it shall submit the grievance in writing to the Secretary of the Board within fourteen

(14) days of receiving the decision of the Chief of Police. The Board shall conduct a hearing and deliver its decision on the grievance in writing within forty-five (45) days of the Board's Secretary receiving the grievance.

25.8. The time-frames mentioned in all steps of the grievance procedure may be extended by mutual agreement of the parties involved at each step. (2000)

25.9. A grievance arising directly between the Board and the Association, the subject matter of which is of general application across the bargaining unit and which concerns the interpretation, application, administration, or alleged violation of the collective agreement, must be submitted in writing by the Association as a policy grievance to the Chief of Police or designate at Step No. 3 pursuant to article 25.6(b) of the grievance procedure within five (5) days following the circumstances giving rise to the grievance. No policy grievance that has not been processed through all applicable steps of the grievance procedure shall be referred to arbitration. It is expressly understood that the provisions of this article may not be used with respect to a grievance directly affecting a member or members when such members could have instituted the grievance. It is also expressly understood that the Association may not recover damages or other remedies on behalf of individual members pursuant to a policy grievance. (2003 AA)

## **26. ARBITRATION**

26.1. The arbitration provisions of the *Police Services Act*, or the successor thereto, shall apply. (1999)

## **27. PROTECTION OF EXISTING BENEFITS**

27.1. 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 full extent permissible under the applicable provincial legislation, exert every effort to ensure that the benefits accruing to all members by reason of their seniority and previous employment shall continue to accrue to such members, 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)

## **28. EMPLOYMENT INSURANCE PREMIUM REBATE**

28.1. Any and all Employment 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)

## **29. PERFORMANCE EVALUATION**

29.1. Members shall be provided with a completed copy of their Performance Appraisal and Development Plan or any portion thereof and/or a completed copy of their Promotional Assessment Form through the Office of the Chief of Police, upon written request to that office. (1994)

29.2. The record of an employee shall be removed from the file after the following instances:

- (a) when three (3) years have elapsed since the end of a suspension and/or the end of any *Police Services Act* discipline administered, provided that there has been no recurrence of a similar and/or other infraction; and
- (b) when one (1) year has elapsed since the issuance of a letter of reprimand, provided that there has been no recurrence of a similar and/or other infraction. (2004)

## **30. PYRAMIDING**

30.1. The parties agree that no benefits, penalties, or premiums payable shall be pyramided, e.g., employees cannot receive both shift premiums and overtime premiums. Normally, the benefit, penalty, or premium paid will be that which provides the greatest monetary advantage to the employee in question. (1989)

## **31. LAYOFF AND RECALL**

31.1. In the case of a reduction of the Kingston Police or layoff:

- (a) it shall be in order of reverse seniority, beginning with the last member hired; and
- (b) notwithstanding article 31.1(a), the date of hire for the purpose of layoff for officers joining the Kingston Police from the Ontario Provincial Police former Kingston Township Detachment under the Kingston Police Services Board's Policy of July 7, 1998, will be their seniority date as defined in article 1.2(b). (1999)

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

- (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.

31.3. The Board shall notify every member who is to be laid off at least twenty (20) working days prior to the effective date thereof or award pay in lieu thereof.

31.4. 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 layoff:

- (a) extended health care;
- (b) dental care; and
- (c) group life insurance.

31.5. The seniority and service of laid-off members shall be frozen as of the date of layoff and shall not accumulate during the period of layoff for any purpose.

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

## **32. TERM OF AGREEMENT**

32.1. This agreement shall come into effect as of the 1st day of January 2006 and shall remain in effect until the 31st day of December 2008 and thereafter until replaced by a new agreement, decision, or award, within the meaning of section 129 of the *Police Services Act* aforesaid. (2006)

32.2. Following the signing of this agreement, the Board shall provide copies to the Association for its distribution to each member. (2003 AA)

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
)	Per:
)	
)	_____
)	Chair
)	
)	_____
)	Member
)	
)	The Kingston City Police Association Inc.
)	Per:
)	
)	_____
)	President
)	
)	_____
)	Member

## SCHEDULE A—SALARY SCHEDULES

<b>Classification</b>	<b>1 Jan 06</b>	<b>1 Jan 07</b>	<b>1 Jul 07</b>	<b>1 Jan 08</b>
Constable 4th Class	42,198	43,042	43,688	44,998
Constable 3rd Class	56,264	57,390	58,250	59,998
Constable 2nd Class	63,297	64,563	65,532	67,497
Constable 1st Class	70,330	71,737	72,813	74,997
Cst 1st Class Spec.	73,847	75,324	76,454	78,747
Sergeant II	74,550	76,041	77,182	79,497
Sergeant I	78,770	80,345	81,551	83,997
Staff Sergeant II	82,989	84,650	85,919	88,496
Staff Sergeant I	87,209	88,954	90,288	92,996

## SCHEDULE B—EXTENDED HEALTH BENEFITS

1. **Amounts and Limits.** This benefit pays the costs of hospital and medical benefits that are not covered by the provincial plan and is subject to a co-insurance factor (not payable by the plan) and/or a deductible and a maximum benefit as indicated in the following table. (2006)

Item	Deductible	Co-Insurance	Maximum Benefit
Semi-Private Hospital	Nil	0%	Unlimited inside Canada; \$50,000 emergency and \$15,000 elective outside Canada. Effective January 1, 2007, maximum dispensing fee of \$10 per prescription.
Major Medical	Single: \$25 Family: \$25	20%	
Drugs		0%	

Extended Health Benefit claims must be submitted within 365 days after the date the expense was incurred. All eligible charges covered by extended health benefits must be incurred while members 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.

2. **Hospital Room in Canada.** In-patient 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 members' coverage.

3. **Hospital Out-Patient Service.** Out-patient services in or out of Canada, for emergency medical care only.

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

5. **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. For the purposes of prescription drugs, generic drugs are to be dispensed if available, unless stipulated otherwise by the physician. There will be no benefits for proprietary or patent medicines.

6. **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.

7. **Paramedical Services.** Coverage includes the services of the following practitioners (not a relative) up to a maximum of \$350 for a person insured in any benefit period, including one x-ray examination up to a maximum of \$50: physiotherapy, speech therapy, and clinical

psychologists; chiropractors; osteopaths, podiatrists, and naturopaths; and therapeutic masseurs (on recommendation of a physician). Effective January 1, 2007, the maximum for a person insured in any benefit period is increased to \$500. (2006)

8. **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:

- (a) splints, excluding dental splints;
- (b) apnoea monitors for respiratory dysrhythmias;
- (c) canes and walkers, crutches, or casts;
- (d) orthotic appliances, excluding podiatric appliances for shoe insertion;
- (e) Jobst burn garments;
- (f) Jobst sleeves for lymph oedema following mastectomy;
- (g) support hose (maximum \$100 per person per benefit year);
- (h) braces with rigid supports;
- (i) orthopaedic shoes (maximum \$200 per person per benefit year);
- (j) artificial eyes, including repair and replacement (maximum \$1,000 per person per benefit year);
- (k) artificial limbs, including repair and replacement but excluding myoelectrical limbs (maximum \$1,000 per person per benefit year for repair and replacement);
- (l) shoulder harnesses;
- (m) head halters;
- (n) traction apparatus;
- (o) cervical collar;
- (p) colostomy apparatus and supplies;
- (q) ileostomy apparatus and supplies;
- (r) catheters;
- (s) external breast prosthesis, once per benefit year, post mastectomy;
- (t) insulin;
- (u) insulin syringes, monojet type;
- (v) Clinitest, dextrose sticks, or similar home chemical testing supplies for diabetics;
- (w) lancets;
- (x) stump socks;
- (y) diabetic monitoring and administration equipment (maximum \$1,000 per person, lifetime);
- (z) standard wheelchairs, including electrical wheelchairs (maximum \$1,000 non-electric, \$3,000 electric, per person, lifetime);
- (aa) standard hospital beds, excluding electric hospital beds;
- (bb) bed rail;
- (cc) trapeze bars;
- (dd) transcutaneous nerve stimulator (maximum \$1,500 per person, lifetime);
- (ee) intermittent positive pressure breathing machines;
- (ff) aerosol equipment, mist tents, and nebulizers for cystic fibrosis, acute emphysema, chronic obstructive bronchitis, or chronic asthma;
- (gg) oxygen and oxygen supplies, but not oxygen concentrators; and
- (hh) sphygmomanometers (maximum \$100 per person, lifetime).



9. **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.

10. **Out-of-Canada Benefits.**

- (a) Emergency treatment or treatment approved by the provincial health plan as not being available in Canada.
  - (1) **Hospital Confinement.** The plan will pay the difference between 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 the amount payable by the provincial health plan, with no limit on the number of days of confinement.
  - (2) **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.
  - (3) **Other Eligible Expenses.** Charges for any other eligible expenses incurred outside 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 C\$50,000 per injury or illness.
- (b) **Elective Treatment.** Upon written referral by the insured's doctor in Canada, the following are provided.
  - (1) **Hospital Confinement.** The plan will pay for room and board and other hospital services up to a maximum of \$150 per day, with no limit on the number of days of confinement.
  - (2) **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.
  - (3) **Other Eligible Expenses.** As per 10a(3) above, provided that, in total, charges (including hospital and doctors) do not exceed C\$15,000 per lifetime.

11. **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.

12. **Vision Care.** Each member of a family will be entitled to \$225 coverage for prescription eyewear, every two-year period. The plan does not provide for repairs. (2003 AA)

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