

**MEMORANDUM OF AGREEMENT
BETWEEN
THE BOARD OF POLICE SERVICES FOR THE CITY OF BRANTFORD
THE BRANTFORD SENIOR OFFICERS' ASSOCIATION**

SOURCE	
EFF.	93 01 01 <i>Comp</i>
TERM.	94 12 31
No. OF EMPLOYEES	9
NOMSRE D'EMPLOYÉS	JF

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AUG 31 1995

09078(03)



MEMORANDUM OF AGREEMENT made this 16th day of ^{Jan} ~~1994~~⁹⁵ pursuant to The Police Services Act, R.S.O. 1990, Chapter p15, and amendments thereto.

BETWEEN:

THE BRANTFORD POLICE SERVICES BOARD
(Hereinafter called the "BOARD")
OF THE FIRST PART

AND:

THE BRANTFORD SENIOR OFFICES' ASSOCIATION
(Hereinafter called the "ASSOCIATION")
OF THE SECOND PART

ARTICLE 1 - SCOPE

(1991) 1.01 The Board hereby recognizes the Association as the sole collective bargaining agent for all **Members** of the Brantford Police Service as set forth in Appendix I attached hereto.

(1994) 1.01(a) Definitions

SWORN MEMBERS - Will include only Staff Inspector & Inspector as listed in Appendix I.

MEMBERS - Will include all members listed in Appendix I.

CIVILIAN MEMBERS - Will include only Director of Administration, Director of Planning & Research, Supervisor - Central Records, Technical Services CO-Ordinator, Assistant to Director of Administration, Executive Secretary to the Chief, Executive Secretary to the Deputy Chief as listed in Appendix I.

ARTICLE 2 - RELATIONSHIP

2.01 The Board agrees that there shall be no discrimination, interference, restraint or coercion exercised or practised by the Board or by any of its representatives with respect to any member of the Bargaining Unit because of his or her membership in the Association.

(1991) 2.02 It shall be a condition of employment that all employees referred to in article 1.01, whether or not they are members of the Association, shall pay to the Association an amount equal to the monthly amount payable to maintain membership in the Association, but, subject to this provision, no member of the service shall be required to join the Association. All members of the police service, in accordance with Article 1.01 of this Agreement, shall be entitled to all benefits as provided by this Agreement, regardless of whether or not they are members of the Association.

(1991) 2.03 The Association agrees that there shall be no intimidation, interference or coercion exercised or practised upon employees of the Brantford Police Service by any of its members or representatives.

(1991) 2.04 Management Responsibilities

The Association and its' Members recognize and acknowledge that, subject to the provisions of the Police Services Act and existing regulations, it is the exclusive function of the Board to:

(a) Maintain order, discipline and efficiency;

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

(1992) If a member claims that the Board has exercised any of the functions as outlined in paragraph (b) in a discriminatory manner or without reasonable cause, then such a claim may be the subject of a grievance under the provisions of the Grievance Procedure outlined in this Agreement or dealt with under procedures within the exclusive jurisdiction of the Ontario Civilian Commission on Police Services, as prescribed in the Police Services Act.

The Board agrees that it will not exercise any of the functions as set out in this article in a manner inconsistent with the provisions of this Agreement or the Police Services Act of Ontario and the regulations thereto.

2.05 Nothing in this Agreement shall be construed as imposing any liability upon an individual who, from time to time, is a member of the Board.

ARTICLE 3 - CLASSIFICATION AND SALARY SCHEDULE

(1994) 3.01 Effective January 1, 1994, the classifications and salaries of Members shall be those shown in Appendix I attached hereto and made part of this Agreement. Progression from one step to another within the classifications shown in Appendix I shall be made upon the recommendation of the Chief of Police, based upon merit, and a member shall be evaluated by the Chief of Police not less than once a year.

(1994) 3.02 Each Sworn Member shall be granted a service stripe for each five year period of continuous service and such Sworn Member shall be paid a money allowance as follows:

Ten (SO.10) cents per calendar day for all ranks with five (5) years service. Such allowance shall be increased by ten (SO.10) cents per calendar day for each succeeding year thereafter until a maximum of one dollar and sixty cents (\$1.60) per calendar day is reached

(1990) 3.02(a) Part-time employees who subsequently become full-time employees shall
(1991) be credited with their days of service as part-time employees from their date of commencement of service with the Service as part-time employees for the purposes of seniority and vacation only.

(1990) 3.03 Civilian Members who are temporarily assigned by the Chief of Police to assume the duties of
(1994) another Civilian Member shall, after the completion of one (1) day of the temporary assignment, be paid the rate of the higher classification for performing those duties. The effective date shall be the date of the temporary assignment.

(1990) 3.04 Sworn Members who are temporarily assigned by the Chief of Police to assume the duties of a
(1994) higher rank shall, after the completion of two (2) weeks of the assignment, be paid the rate of the higher rank for performing those duties. The effective date shall be the date of the assignment.

ARTICLE 4 - VACATION & STATUTORY HOLIDAYS

4.01 Each member shall be eligible for vacation with pay on the following basis:

- (a) For the purpose of this clause, the member's anniversary date shall be the date of record of the member's seniority date.

(1994) 4.02 A member, unless hereinafter provided, shall be entitled to four (4) weeks vacation With pay on a pro-rated basis at the time of their hiring.

4.03 A member with fifteen (15) full years of continuous service on his anniversary date and on each subsequent anniversary date, unless hereinafter provided, shall be entitled to five (5) weeks vacation with pay.

(1990) 4.04 A member with twenty-four (24) full years of continuous service on his anniversary date and
(1991) on each subsequent anniversary date, unless hereinafter provided, shall be entitled to six (6) weeks vacation
(1992) with pay.

(1990) 4.05 Vacation entitlement under articles 4.02, 4.03, and 4.04, shall not be cumulative and shall be taken by a member in the calendar year in which they fall due. Unless a Written request to have unscheduled vacation entitlement carried forward is submitted to and approved by the Chief of Police prior to December 1st in any calendar year, such unscheduled vacation shall be forfeited by the member. If, after December 1st a member with scheduled vacation is sick, injured or required to work, the remaining days may be carried over.

4.06 No member shall lose his vacation entitlement by reason of illness or disability which is certified by the Medical Officer of the Board, and which does not exceed six (6) continuous months. When the illness or disability exceeds six (6) continuous months, vacation entitlement shall be pro rated. Such vacation entitlements may be granted to the member when practicable after the recovery from such illness or disability. Notwithstanding the above, a member shall lose vacation entitlement if he does not return to work from an illness or disability exceeding six (6) continuous months; or if he resigns or is dismissed.

(1991) 4.07 The following days will be considered as statutory holidays for the term of this Agreement:

New Year's Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day and Boxing Day.

4.08 All members with less than one (1) full year of continuous service shall be entitled to eleven (11) days off with pay in lieu of the eleven (11) statutory holidays on a pro rata basis. A member following the completion of one (1) full year of continuous service on his anniversary date shall receive eleven (11) days off with pay in lieu of eleven (11) statutory holidays.

(1990) 4.08 (a) Members covered by this Agreement will take the statutory holiday when it falls due unless directed otherwise by the Chief of Police.

(1990) 4.08 (b) Members retiring or resigning between January 1st and December 31st of the current year will receive those statutory holidays on a pro rata basis and will not be entitled to any payment for such statutory holidays beyond the retirement or resignation date.

4.09 When a member is required to be on duty on a statutory holiday, lieu time arrangements for working on a statutory holiday will be arranged by the Chief of Police and the member.

4.10 Members shall be entitled to one (1) day off with pay in lieu of any day or part thereof, proclaimed by the Governor General in Council or the Lieutenant Governor in Council for the Province of Ontario or the Mayor and Council of the City of Brantford as a statutory or declared holiday other than the statutory and declared holidays as provided by article 4.07 of this Agreement.

ARTICLE 5 - HOURS OF WORK

(1990) 5.01 The normal work week of members shall consist of five **(5)** days each of eight **(8)** consecutive hours or other shifts **as** agreed between the member and **the** Board. Members will be allowed a one-hour lunch period in each eight **(8)** hour shift.

ARTICLE 6 - OVERTIME

6.01 Members in the category of Staff Inspector; Inspector, Director of Administration, and Director of Planning and Research who are required to work hours beyond the normal work week shall be allowed time **off** at a rate of time and one-half, **as** arranged between the Chief of Police and the member.

(1994) Members in the category of Supervisor of Central Records, Executive Secretary to the Chief, Executive Secretary to the **Deputy** Chief, Technical Services Co-Ordinator and Assistant to the Director of Administration who **are** required to work hours beyond **the normal** work week shall be paid time and one half their rate of pay for all hours worked and may request time off **in lieu** of pay for overtime.

(1994) 6.01**(b)** Civilian Members required to attend training sessions **as** laid down by the Chief of Police shall not be construed **as** working overtime, but shall be entitled to **pay on an** hour for hour basis.

(1990) 6.02 **Sworn** Members shall be paid an amount of \$1,500.00 per annum for being on call when required at the direction of the Chief of Police.
(1994)

(1990) 6.02 (a) Sworn Members who are unable to be subject to **on-call** duty for reasons **of** illness, disability, **suspension** or other means other than vacation entitlement **after** a period of fourteen **(14)** days, the \$1,500.00 per annum **will** be pro rated.

ARTICLE 7 - CLOTHING & CLOTHING ALLOWANCE

(1990) 7.01 The Board shall allow Sworn Members an **annual** clothing allowance of eight hundred and
(1992) **fifty** dollars (\$850.00) which allowance includes any shoe allowance.
(1993)

(1990) 7.02 (a) The Board **will** supply and issue to all Sworn Members all necessary clothing, boots and
(1994) equipment as required, at its expense, and will replace or repair such clothing, boots and equipment where necessary at its expense. All clothing, boots and equipment issued by the Board to the **Sworn** Members are to remain the property of the Board.

(1990) 7.02 (b) The Board will, at its expense, supply and issue, **3s** required, to all Civilian Members a uniform
(1994) style of clothing as approved by the Board which shall be **worn** by all Civilian Members during all working hours unless otherwise directed by **the** Chief of Police. All uniform style of clothing issued by the Board are to remain **the property of the** Board.

(1990) 7.02 (c) The initial implementation of 7.02 (b) is subject to **the unanimous** (as opposed to majority)
(1994) written agreement of all current Civilian Members.

(1990) 7.03 The Board **will** replace or repair at its expense any clothing of Members destroyed or damaged
(1994) while the member is engaged in the execution of his/her duties, **save only** where such destruction or damage is caused by the member's **own** negligence.

- (1991) 7.04 Upon submission of a claim by a Sworn Member, the Chief of Police shall reimburse such claimant for the loss, destruction or damage to their personal equipment limited to eye glasses, contact lenses, dentures **and** watches when such personal equipment **is** lost, destroyed or damaged while the **Sworn** Member **is** engaged in the lawful execution of his/her duties save only when such loss, destruction or damage **is** caused by the **Sworn** Member's own negligence or not covered by Workers' Compensation. The amount of compensation shall be reasonable and agreed upon by the Chief of Police **and** the Sworn Member, **and** payable within two weeks of such **agreement**.

ARTICLE 8 - CLEANING SERVICE

- (1991) 8.01 The Board shall pay **the** cost of **dry** cleaning at a cost not to exceed the cost of cleaning one tunic **and** one pair of uniform **trousers**, or one civilian suit for each Member once in every two **weeks** under arrangements made by the Chief of Police for such cleaning **service**.

ARTICLE 9 - LEAVE OF ABSENCE

9.01 All members shall receive sick leave **allowance** according to the following:

- (1) The effective date of the Plan **will** be **January 1, 1972**.
 - (2) **All** members employed as of **the** effective date shall receive twelve (12) days sick leave for each year of **service** prior to the effective date. The **minimum** credit for service prior to the effective date **Will** be thirty (30) days sick leave.
 - (3) All members who have completed three (3) **months** service shall be credited with one and one-half (1 1/2) days sick leave for each calendar **month** of service after January 1, 1972. Such credit shall be cumulative.
 - (4) Each member shall continue to accumulate sick leave during the first four (4) periods of absence in any calendar year. For **any** and **all** subsequent periods of absence, the member shall not accumulate during the **month** or months in which such absences occur. **The** number of days or parts of days for which a member receives sick pay shall be deducted from **his** cumulative sick pay credit.
 - (5) When a member **is** granted a leave of absence without pay for **any** reason for more **than** one (1) week, he shall **not** receive credit for the period of such absence but shall **retain** his accumulated sick credit at the time such leave is granted.
 - (6) In order to qualify for **sick** leave pay members are required to notify the Chief of Police or Deputy of their **inability** to be at work **as** possible.
 - (7) **M e r** a period of **three** (3) days' absence due to sickness or disability, members are required to present a certificate from a duly qualified medical practitioner certifying **they** are now fit to resume their regular duties.
- (1990) (8) The Chief of Police, after the third period of absence **i n** my calendar year **may** require **an** attending physician's statement **as** supplied by **the** Board for any period of illness or **disability**. It is understood that members may use their **sick** leave for attendance at doctor's and dentists' appointments. Such appointments shall not be considered as absences as outlined in point 4.

(1990) (9) In the case of any prolonged absence due to sickness or disablement lasting beyond **thirty** (30) days, the member, if required by the Chief of Police, shall report to a medical practitioner appointed by **the** Chief of Police for examination. A report **from** the medical practitioner to be supplied to the Chief of Police **and** the member on the **Attending** Physician's Statement **Form** to be supplied by the Chief of Police. The cost, if any, for such certificate will be paid by the Board.

(1992) (10) Provided a member **has** completed five (5) years of continuous service, he/she shall be entitled, upon resignation or retirement, to an amount equal to one half (1/2) **of the** number of days **standing to his** credit to a **maximum** of six months' salary, on the basis of the employee's regular rate of pay at the time of such resignation or retirement. In the event of death the accumulated sick pay credit shall be **paid** to the **member's** beneficiary. It is understood that **this** provision shall only apply to those members whose seniority date is prior to January 1, 1980.

It **is understood** that those employees with a **frozen sick** leave bank under the **terms** of the Civilian employees agreement covering accumulated credits prior to December 31, 1984 will continue to be entitled to cash-out for those **frozen** credits.

(1990) (10) (a) For purposes of **payment** in accordance with Article 9.01 (10), employees, regular rate of pay is outlined in Appendix I.

9.02 Members shall be granted three (3) days leave of absence, plus travelling time not to exceed two (2) days, with pay, in the case of death in the immediate family of the member concerned. For the purpose of **this** Article, the term "immediate family" shall be limited to including the following relations only: Spouse, Father, Mother, Persons standing in loco parentis, Sister, Brother, Children, **current** Father-in-law, Mother-in-law, Sister-in-law, Brother-in-law, Grandparents of a member or of his spouse **and** Grandchildren.

Under the Family Law Act, 1 (f), "spouse" means either of a man **and** woman who,

- (i) are married to each other,
- (ii) **are** married to each other by a marriage that is voidable and has not been voided by a judgement or **nullity**, or
- (iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or have cohabited **within** the preceding year.

9.02(a) Members who are acting as pall bearers for persons not mentioned in this article shall be allowed a half (1/2) day off **with** pay on the day of the funeral.

(1994) 9.03 Members of the Bargaining Committee of the Association shall be granted leave of absence with **pay**, if required, to attend meetings with the Board. **This** shall be limited to three members, one representing the Civilian Members and one representing **the** Sworn Members and the President of the Association.

(1994) 9.04 Leave of absence without pay and without loss of seniority maybe granted for legitimate personal reasons subject to reasonable notice in writing to the Chief of Police. The maximum length of unpaid leave will be one (1) year.

(1994) 9.04(a) The Member would be required to pay the **full** cost of premiums for the Group Insurance Benefits during this period subject to the carriers limitations and conditions. **An** unpaid leave of absence **is** considered as broken service by OMERS and is purchaseable. The member **must** however pay both the employee and the employer contributions for the period.

- (1994) 9.04(b) A Member granted unpaid leave of absence shall retain the vacation entitlement earned up to the date of the *start* of the leave of absence and the vacation entitlement **shall** be pro-rated after returning to work but no vacation shall be earned during the period of leave.

ARTICLE 10 - MEDICAL AND HOSPITAL PLAN

- (1991) 10.01 The Board shall engage a carrier to provide an Extended Health Plan for all members and eligible dependents on a pay direct non-deductible basis. Such coverage shall include Private and Semi-Private Hospital accommodation and an **allowance** for eye **glasses** or contact lenses in the amount of \$150 every two years and hearing aid expenses to a maximum of **\$300** during a **lifetime**. The premium cost shall be paid 100% by the Board. It **is** understood that benefit changes will be effective the month following the signing of the collective agreement to allow for administrative changes.
- (1990) 10.02 The Board *shall* engage a carrier to provide a Dental Plan, which *is*
(1991) equivalent to Blue Cross Dental Plan #9, with payments based upon the Ontario Dental Fee schedule for the current year.

The Board shall also provide the equivalent of Rider #3 to Blue Cross Dental Plan #9 (orthodontics), being shared **risk** on a 50 per cent (50%) basis to a maximum of \$1,500.00 lifetime. Payments to be based upon the **Ontario** Dental Fee schedule for the current year.

- (1992) 10.03 Any Member off duty as a result of an **injury** incurred in the performance of his/her duties
(1994) shall be paid **full** salary and be covered by all benefits **during such** period off duty. It is understood that income from the **Workers'** Compensation Board and the **Brantford Police Services Board** will be **no** more or no **less** than his/her regular salary.
- (1990) 10.04 Members who qualify for retirement under the provisions of the OMERS Plan and are in receipt of a pension shall be eligible to receive benefit coverage **as** outlined in articles 10.01 and 10.02 and such coverage shall cease on their 65th birthday. The premium cost of such benefit coverage as outlined in the above-mentioned articles shall be paid 100% by the Board.
- (1992) 10.05 The beneficiary spouse and eligible dependants of a deceased serving member or retired member who **dies** before his/her 65th birthday *shall* be entitled to receive benefit coverage **as** outlined in Articles 10.01 and 10.02 for a period of one (1) year **from** the **date** of death of the member, the premium **cost** to be paid 100% by the Board.

ARTICLE 11 - INSURANCE

- (1990) 11.01(a) The Board shall acquire and maintain a conventional policy with an insurance carrier which
(1991) shall provide life insurance for each member in the **sum** of an amount equal to two times the salary of the member. The Board shall pay the premiums of such coverage.
- (1991) (i) In addition the Board shall acquire and maintain a conventional policy with an insurance carrier which shall provide Accidental Death and Dismemberment insurance while the member is off duty **in** the **sum** of up to **an** amount equal to two times the salary of the member. The Board shall pay the premiums of such coverage.
- (1991) (ii) In addition the Board shall acquire and maintain a conventional policy with an insurance carrier which shall provide Accidental Death and Dismemberment Insurance while the member is engaged in the discharge of his duties or responsibilities of his oath of **office**, in the **sum** of up to two hundred thousand dollars (\$200,000.00).

(1990) 11.01(b) The Board shall pay the premiums to provide life insurance in the amount of two thousand dollars
(1994) (\$2,000) for each Sworn Member's spouse and in the amount of one thousand dollars (\$ 1,000) for each eligible child of a Sworn Member.

11.01(c) The Board shall pay one hundred percent (100%) of the premiums for Article 11.01.

(1990) 11.02 The Board shall acquire and maintain a conventional policy to provide
(1991) liability insurance that shall protect members of the police Service against claims, action, suits, or otherwise, brought by any person or persons whomsoever, alleging any wrongful or negligent act or omission by any member of the police service during the course of their duties, the cost of which shall be borne in its entirety by the Board.

(1990) 11.03 The Board shall acquire and maintain a conventional policy to provide Long Term Disability
(1991) Insurance for all members as follows: Upon termination of service resulting from a disability, members
(1994) would be entitled to receive seventy five per cent (75%) of earnings up to a maximum of five thousand (\$5,000) dollars monthly, payment of which shall commence 120 days after termination of such service with the police service and shall continue until such time as the member concerned attains the age of sixty (60) years in the case of Sworn Members and, in the case of Civilian Members such payment shall continue until the age of 65 years. The premium for such policy shall be borne in its entirety by the Board. Effective January 1, 1989, "own occupation for two years" shall be added to the Long Term Disability Plan. It is understood that benefit changes will be effective the month following the signing of the collective agreement to allow for administrative changes.

11.04 The Association recognizes the right of the Board to change the carriers of the above-mentioned benefits providing that a new carrier will provide no lesser benefits than currently provided and the Association will be notified prior to any change in carriers.

11.05 The Board shall provide the Association, if requested, with a copy of all policies providing any and all types of insurance benefits as provided by this Agreement.

(1990) 11.06 It is understood that all benefit changes except wage related benefits, will be effective thirty days following the signing of this Memorandum of Agreement to allow for administrative changes unless a specific article indicates otherwise.

ARTICLE 12 - RETIREMENT, PENSION AND ESTATE BENEFITS

12.01 With the implementation of the Supplementary Pension Benefits as provided by the Ontario Municipal Employees' Retirement System Act, as outlined in Article 12.03, herein, each member waives his rights to the retirement or death benefits provided by By-law 116-64 of the Municipality of the City of Brantford.

12.02 Where in any calendar year, a member dies on or after January 1st, his estate shall be paid the following:

- (i) Any regular salary due,
- (ii) Any regular overtime credits that have accrued
- (iii) An amount equal to the salary that would have been paid him on account of his annual vacation entitlement, providing, however, that he has not received such entitlement.

- (iv) An amount equal to the salary that would have been paid to him on account of **all** remaining statutory and declared holidays to which a member **is** entitled, providing, however, that he has not received such entitlements.
- 12.03 Each member shall be enrolled **in** the Ontario Municipal Employees' Retirement System.
- (1994) 12.04 For Sworn **Members:**
 - (i) Effective July 1, 1979, the Board will provide Supplementary Pension Benefits **as** provided by Section 23 of **the** Regulations **issued** under The Ontario Municipal Employees' Retirement System Act, R.S.O. 1980, Chapter 324, **entitling** members, upon retirement at age 60, to the provisions of a Type 1 Supplementary Pension with a Benefit Rate of 2% **past** service only.
 - (ii) **Effective July 1, 1980** the Board will provide **an** early retirement benefit to **permit** early retirement **without actuarial** reduction in benefits within 10 years prior **to a** member's **normal** retirement date, when:
 - (a) The member **has** completed 30 years service **with** the employer, or,
 - (b) **The member** is declared by the employer to be unable to **perform** the duties of his employment due to **mental** or physical incapacity (partial disability - Type III OMERS).
 - (iii) Effective July 1, 1980 the cost of the past service benefits to be paid by Board **and** the contributions of the members to be established **as** per O.M.E.R.S. regulations and directives.
- (1994) 12.05 For Civilian Members the retirement age shall be 65 years. OMERS Regulations for that class of employee would apply.
- (1992) 12.06 The issue of compensation, if any, for retired members required to attend any Court, examination for discovery, **civil** trial, inquest, enquiry or police service hearing arising out of their service **as an** active member shall be considered, on **an** ad hoc basis, by the Board at the time.

ARTICLE 13 - GRIEVANCE PROCEDURE

Grievances may be either (a) individual, (b) group, or (c) Association.

13.01 Individual Grievances

STEP 1: A member having a grievance shall submit his grievance in writing to the Chief of Police within two (2) working days of the occurrence or circumstance giving rise to the grievance. After considering the grievance the Chief of Police shall give a written reply to **the** said member **within** three (3) working days after he has received the grievance.

STEP 2: If the reply of the Chief of Police is not satisfactory to the grievor and/or the Association, or if no reply **is** received from the Chief of Police within the time limited therefore, the grievor and/or Association may submit the **written** grievance to the Board within five (5) working days and, at the next regular meeting of the said Board it will meet with the Board of Directors of the Association and the Grievor to discuss the grievance and, **within** five (5) working days thereafter the Board shall give its written reply to the grievance to the Secretary of the said Association. In this procedure, the Deputy Chief of Police has the full power to act in the absence for any reason, of **the** Chief of Police.

- (1992) STEP 3: If the Association is not satisfied **with** the reply to the grievance of the Board, then the grievance may be referred to arbitration in accordance with the provisions of The Police Services Act, R.S.O. 1990.

13.02 Group Grievances

A Group Grievance is hereby recognized and such group grievance shall be submitted **in** writing and received by the Chief of Police within five (5) working days of the Occurrence or circumstance **giving** rise to the grievance. Within five (5) working days following the receipt of the written grievance the Chief of Police shall meet with the Board of Directors of the Association to **discuss** the grievance and within five (5) working days thereafter the Chief of Police shall give a **written** reply to the grievance to the Secretary of the Association. If the reply of the Chief of Police is not satisfactory to the Association or if no reply is received from the Chief of Police, the grievance may be processed following the conditions **as** set forth in Step 2.

13.03 Association Grievances

An Association Grievance is hereby recognized and such Association Grievance shall be submitted in writing and received by the Chief of Police within five (5) working days of the Occurrence or circumstance **giving rise** to the grievance. Within five (5) working days following the receipt of the written grievance, the Chief of Police shall meet **with** the Board of **Directors of the** Association **to discuss the** grievance **and** within five (5) working days thereafter **the** Chief of Police shall give a written reply to the grievance to the Secretary of the **Association**. If the reply of the Chief of Police is not satisfactory to the **Association** or if no reply is received **from** the Chief of Police, the grievance may be processed following the conditions as set forth in **Step 2**.

13.04 For the purpose of articles 13.01 through to 13.03, *the working days will* be defined **as** follows:

(i) For the **grievor**, his working day.

For the Chief, his working day.

(iii) For *the Board*, Monday **through** Friday.

ARTICLE 14 - TRAINING ALLOWANCE

14.01 All **members** who are sent on **any** courses held outside the City of Brantford shall be reimbursed for all reasonable expenses at the discretion of the Chief of Police. Should the duration of such courses exceed four (4) consecutive weeks, the member shall be allowed one (1) return trip at the Board's expense. The mode of travel shall be determined by the Chief.

(1992) All members covered by **this** Agreement while attending courses of training, shall receive **thirty seven** dollars and fifty cents (\$37.50) per week allowance for Ontario Police College and Canadian Police College.

14.02 The Board will reimburse all members who successfully complete a course of study approved by the Board at a community college or university for the full cost of such course, limited to **tuition** and text books.

ARTICLE 15 - LEGAL EXPENSES

15.01 All reasonable legal expenses incurred as a result of a member being charged while in the lawful execution of his duties shall be borne by the Board in their entirety.

(1992) 15.02 All members **who** are charged and subsequently acquitted of a major or minor charge under The Police Services Act of **Ontario**, shall be totally reimbursed for all reasonable legal expenses incurred.

ARTICLE 16 - MILEAGE RESTRICTION - OUT-OF-TOWN TRIPS

- (1992) 16.01 Each member, who with the approval of the Chief of Police, uses his own personal vehicle
(1994) travelling out-of-town or travelling to a school of instruction other than the Ontario Police College, shall receive an allowance of six dollars (\$6.00) per day which is deemed to include the first thirty-two (32) Km of travel, plus an allowance of twenty-four cents per Km for each additional mile so driven thereafter.

ARTICLE 17 - SEPARATE CHEQUES

17.01 Any and all monies payable to members as a result of retroactive benefits or benefits payable on specific dates, as provided by this Agreement, shall be payable to the members entitled to such benefits on a cheque separate from the member's weekly pay cheque.

ARTICLE 18 - SINGULAR AND PLURAL

18.01 All words in this agreement in singular and masculine shall, where the context so requires, include the plural or the feminine.

ARTICLE 19 - ADDITIONAL BENEFITS AND WORKING CONDITIONS

- 19.01 The Board and the Association shall agree that additional and/or amended conditions of employment may be added to this Agreement from time to time on consent of both parties as evidenced by a written supplement signed by both parties which will form a part of this Agreement to the same extent as if embodied therein.
- (1994) 19.02 Pregnancy Leave and Parental Leave: Any Member who becomes eligible for Pregnancy Leave and/or Parental leave will be granted a leave of absence without pay and without loss of seniority upon request and according to the terms and conditions of the Employment Standards Act and subject to the following conditions:
- (a) A Member shall not receive sick leave pay in accordance with the sick leave article of the Collective Agreement during the period of pregnancy or parental leave.
 - (b) A Member shall retain the vacation leave entitlement earned up to the end of the pregnancy leave and shall receive no entitlement during parental leave and any additional leave without pay. No payment shall be received for statutory holidays falling during the period of pregnancy leave, parental leave or extension leave.
 - (c) A Member who has been granted a pregnancy leave, upon written application to the Chief of Police may be granted an extension of the leave, but in any event, the total duration of the leave shall not exceed 35 weeks from the commencement of the leave, and shall be inclusive of the entitlement under the Employment Standards Act.
 - (d) A Sworn Member who is pregnant and by virtue of her condition is unable to perform her regular duties during her pregnancy may be provided with alternate employment, if available, relating to her normal duties at the discretion of the Chief of Police. Such assignment shall not be construed as "light duty".
 - (e) With respect to the Sworn Member, where no alternate employment is available and in the opinion of the Chief of Police, to continue with regular duties would pose a risk to the female member, or other employees, then the Chief of Police may require an immediate commencement of the pregnancy leave.

ARTICLE 20 - CHANGE IN JURISDICTION OF BOARD

20.01 Where, during the term of the current Agreement, any change occurs in the laws

- (1992) (a) That would, in effect, alter the jurisdiction of the Board or substitute, in effect, a new Board or entity to govern the Police Service of the City of Brantford, or
- (1992) (b) That would result in the Police Service of the City of Brantford becoming, in effect, a part of any other police force, the benefits to be provided to each member in respect of past service and in respect of future service are to be not less than the benefits provided under the current Agreement, to the fullest extent that the Board or Corporation of the City of Brantford can allow under the applicable laws.

ARTICLE 21 - RETROACTIVITY

- (1992) 21.01 All wage related benefits and the member's regular rate of pay as in Appendix I shall be
(1994) retroactive to the 1st day of January, 1993 wherever possible.

ARTICLE 22 - DURATION

- (1992) 22.01 This Agreement shall remain in force and effect for a period of two (2) years from the 1st day of
(1994) January, 1993, to and including the 31st day of December, 1994, and thereafter until replaced by a new Agreement, Decision or Award. Either party may give written notification to the other party at any time after ninety (90) days before the expiry date that it desires to bargain for a new agreement or amendments to the existing agreement. Within fifteen (15) days from the service of such notice, or at a mutually agreed to time, each party shall provide to the other a list of the changes to the agreement it desires. The provisions of the Police Services Act of Ontario shall then apply.

(1992) **ARTICLE 23**

23.01(a) Where a Sworn Member is killed or dies as a result of injuries received in the performance of his duties, leaving a spouse and/or dependent children as defined below, the Board shall pay to each spouse and/or dependent children a supplementary monthly payment, in an amount which, when taken with all existing Government payments made pursuant to the Workers' Compensation Act, the Canada Pension Plan, pursuant to OMERS or otherwise, will equal one hundred percent (100%) of the disposable after tax income of the deceased Sworn Member, based on his/her salary at the time the payments are made. Such supplementary monthly payments will be made for a period of one year.

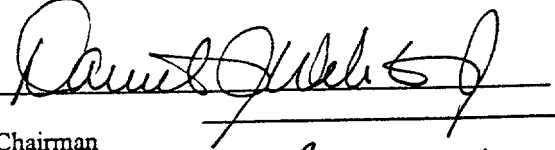
(b) Dependent children shall be defined as the following:

- (i) An unmarried person under eighteen (18) years of age;
- (ii) Unmarried person over eighteen (18) years of age but under twenty-five (25) years of age and a full time student;
- (iii) An unmarried person over eighteen (18) years of age with physical or mental disability

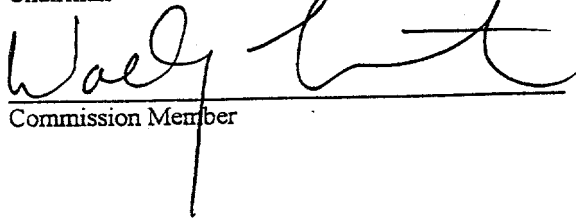
(IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO UNDER THE HANDS OF THEIR PROPER OFFICERS IN THAT REGARD.)

THE BRANTFORD POLICE SERVICES BOARD:

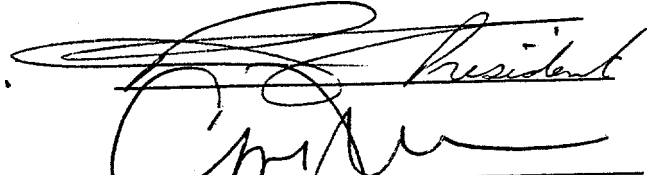
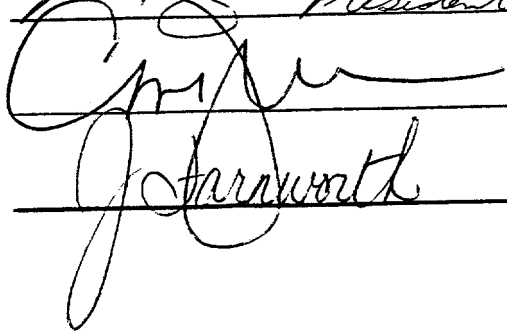
BRANTFORD SENIOR OFFICERS ASSOCIATION:



Chairman



Commission Member


_____ President

_____ Jarrold

APPENDIX I

To the Agreement between the Brantford Police Services Board and Brantford Senior Officers' Association.

January 1, 1993 to December 31, 1994

CLASSIFICATION

Staff Inspector	Level I	Jan. 1/93	\$75,121				
	Level II	Jan. 1/93	\$78,252				
Inspector	Level I	Jan. 1/93	\$66,543				
	Level II	Jan. 1/93	\$70,426				
Director of Administration		Jan. 1/93	\$58,123	\$59,920	\$61,774	\$63,684	\$78,252
Director of Planning & Research		Jan. 1/93	\$49,911	\$51,455	\$53,417	\$54,688	\$72,305
Supervisor- Central Records			Start	3 Months	1 Yeas	2 Years	
Technical Services Co-ordinator		Jan. 1/93	\$41,965	\$43,487	\$45,065	\$46,700	
Assistant to Director of Administration							
Executive Secretary to the Chief		Jan. 1/93	\$36,508	\$37,832	\$39,205	\$40,627	
Executive Secretary to the Deputy Chief		Jan. 1/93	\$33,753	\$34,977	\$36,246	\$37,561	

It is agreed that after the 1994 term, and for a period of 5 years, the Schedule of salary classifications attached to this contract shall be adjusted by the same percentage rate by which the salary of a first class constable of the Brantford Police Services is adjusted, at such times as those adjustments are made.

APPENDIX II
LETTER OF UNDERSTANDING

RONALD ADIE, DIRECTOR OF PLANNING AND RESEARCH

Vacation entitlement for the above employee will be 6 weeks and sick leave cash-out will apply to a maximum of six (6) months.

RETIREE LIFE INSURANCE

The past practice of a \$2,000 life insurance policy for retirees under this agreement shall be continued on a shared premium basis 50% paid by the Board and 50% paid by the Association.