

2017–19 AGREEMENT

between

THE KINGSTON POLICE SERVICES BOARD

and

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

This agreement is a consolidation of the 2016 Agreement, as amended by agreement during negotiations.

January 1, 2017, to December 31, 2019

TABLE OF CONTENTS

Article	Page
1. Scope.....	2
2. Definitions.....	2
3. Membership in Association	3
4. Management Rights	3
5. Promotions	4
6. Overtime	6
7. Court Time	8
8. Service Pay.....	10
9. Hours of Work	10
10. Statutory Holidays and Annual Vacation	11
11. Employee Benefits	13
12. Salaries.....	17
13. Sick Leave.....	18
14. Pregnancy, Adoption, and Parental Leave.....	21
15. Seniority.....	23
16. Time Off for Police Association Duties.....	23
17. Compassionate Leave	24
18. Training.....	25
19. Expense Reimbursement.....	26
20. Cleaning Allowance.....	27
21. Death of Member	27
22. Grievance Procedure.....	27
23. Discipline, Suspension, and Discharge.....	29
24. Retirement Provisions.....	30
25. Pyramiding.....	30
26. Layoff and Recall.....	30
27. Liability Insurance and Legal Indemnification.....	31
28. Term of Agreement.....	31
Schedule A—Salary Scales.....	33
Schedule B—Extended Health Benefits	36
Schedule C—Part-Time Employees	40
Index	43

THIS AGREEMENT made this 21st day of December, 2017.

BETWEEN

THE KINGSTON POLICE SERVICES BOARD
Hereinafter called the “Board”

OF THE FIRST PART

AND

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

OF THE SECOND PART

WITNESSETH THAT:

WHEREAS following negotiations on proposed amendments to the 2016 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. SCOPE

1.1. This agreement shall apply to all civilian employees of the Kingston Police except for those who are members of the Kingston Police Senior Officers Association. (2012)

2. DEFINITIONS

2.1. 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)

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)

2.3. Extended sick leave provisions shall 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. (2017)

3. MEMBERSHIP IN ASSOCIATION

3.1. Any member may be an Association member.

3.2. 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. The Association shall certify to the Board the amount of monthly dues currently in effect and, from time to time, shall certify any change or changes in such amount. (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, one of the exclusive functions of the Board is to appoint the members of the municipal police force. The Association also recognizes that:

- (a) the members of the police force, whether they were appointed by the Board or not, are under the Board's jurisdiction;
- (b) the Board may give orders and directions to the Chief of Police but not to other members of the police force, and no individual member of the Board can give orders or directions to any member of the police force; and
- (c) the Board shall not direct the Chief of Police with respect to specific operational decisions or with respect to the day-to-day operation of the police force. (2009)

4.2. It is therefore the function of Management, overseen by the Board in the case of a grievance hearing by the Board, to:

- (a) maintain order, discipline, and efficiency; and
- (b) hire, discharge, direct, classify, transfer, promote, demote, suspend, or otherwise discipline any member. (2009)

4.3. Management agrees that no member will be dealt with adversely without "just cause" and that it will exercise the functions outlined in article 4.2 in a manner consistent with this agreement. (2009)

4.4. If a member claims that Management has exercised any of the functions outlined in article 4.2 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*. (2009)

5. PROMOTIONS

5.1. This article does not obligate the Board to promote or transfer any employee who does not meet the qualifications or is not deemed to possess the requisite skills and/or abilities required for a position.

5.2. In this article, “promotion” means the upward movement of a member to a classification with a higher maximum hourly rate, and “transfer” shall mean the movement of members to a classification with a maximum hourly rate that is equal to the maximum hourly rate in their current classification. (2012)

5.3. Whenever transfers or promotions covered by this agreement are made, it being understood that annual salary increases are not promotions, the following procedure shall apply.

- (a) Notice of all job vacancies shall be posted for a period of fourteen (14) days, with full-time members given first opportunity to compete, permanent part-time members given second opportunity to compete, and other part-time members given third opportunity to compete should a full-time or permanent part-time member not be selected. Full-time members who are in a probationary period shall not be allowed to apply for posted vacancies. The Board shall not advertise for additional employees until present employees have had a full opportunity to apply. The Board shall furnish the Association President and Civilian Representative with a copy of all postings. The Association has the right to waive the posting requirements. (2014)
- (b) All job vacancies posted shall list any tests and/or competitions required.
- (c) Posting of the position shall suffice as notice of potential interviews or testing.
- (d) Effective October 11, 2017, employees shall not be permitted to compete for the same promotional opportunity within twelve (12) months of the date of the prior posting for which they did not achieve a passing score on each component of the competition process. (2017)
- (e) Effective October 11, 2017, if one or more identical positions become available within six (6) months of a prior posting, the Board is not required to repost the same competition, and one or more candidates from a list of eligible candidates who achieved a passing score on each component of the competition process from the prior competition may be chosen. (2017)

5.4. In filling internal job vacancies involving transfer and/or promotion, consideration shall be given to merit, skill, ability, and present and past performance in reference to the requirements of the position. When skill, merit, and ability of applicants are approximately equal, selection shall be made on the basis of seniority.

5.5. In order to provide continuity of service, the Board may make a transfer or promotion on a temporary basis, but such appointment or promotion shall not exceed the period required to complete the recruitment of a replacement to fill the vacancy. This period is to be agreed with the Association, taking into account the particular case, but is not to exceed one (1) month unless waived by the Association.

5.6. The successful applicant shall be placed on trial for a period of three (3) months, with a written evaluation every month. If the promotion or transfer is to a position involving supervision of other staff, the trial period shall be nine (9) months, with a written evaluation at the end of the third month and every two months thereafter. If the promotion or transfer is from one supervisory position to another supervisory position, the trial period shall be for a three (3) month period, with a written evaluation every month. In either case, the applicant shall receive a copy of each evaluation. Conditional on satisfactory service, placement in the new position shall be confirmed on completion of the applicable three (3) or nine (9) month period. In the event the performance is not satisfactory at any time during the trial period, the employee shall be returned to the former position, as set out in article 5.7, and the employee shall be given the reasons in writing. (1996)

5.7. In the event that successful applicants prove unsatisfactory in positions during the aforementioned trial period, they shall be returned to their former position at the salary level they would have held had they not been transferred or promoted within that job classification, without loss of seniority. Any other members promoted or transferred because of the arrangement of positions shall also be returned to their former positions without loss of seniority. Any new members hired to fill vacancies may be discharged if their positions are to be filled because of a return to a position in the above-noted circumstances. Such discharge is not able to be grieved, nor is there any onus on the Board to consider such discharged members for other position vacancies. In the event that members are returned to their former positions, the Board is not required to repost the original competition. Another candidate from the original competition, if available, may be chosen, or, if none are available, the Board may choose an external applicant. (2012)

5.8. Members who apply for job vacancies shall be notified of the results of their application in writing, whether they receive the posting or not, before advertisements are placed outside. Within twenty (20) days of this written notification, unsuccessful applicants may make a written request for an interview with Human Resources to receive feedback regarding their performance in the competition and suggestions for improvement. An interview will be held as soon as practicable after receipt of such written request. (2017)

5.9. Any members who, with the approval of the Chief of Police or the Chief's designate, act in the capacity of a member superior in salary for a period in excess of twenty (20) consecutive working days, shall be paid while so employed at the next highest rate of the classification in which they are acting, and such payment is to be retroactive to the first day of commencing in the acting capacity. It shall be a member's responsibility to advise the Division Commander to submit a claim for the payment of this benefit within thirty (30) days of completion of the acting assignment. (1992)

5.10. 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)

6. OVERTIME

6.1. All time worked beyond the normal scheduled tour of duty shall be considered as overtime and shall be paid at one and one-half (1½) times the regular rate for each hour of overtime worked, subject to the following conditions:

- (a) the member is directed by the Chief of Police or the Chief's designate to work overtime;
- (b) time of less than one-quarter (¼) hour will not be counted. Time of at least one-quarter (¼) hour will be counted as one-half (½) hour;
- (c) for shift workers, overtime will be based on time worked in excess of forty (40) hours per week on average over an eighty (80) hour pay period; and
- (d) for clarity, overtime shall not include hours of rest when members are required to travel or perform duties outside the city of Kingston. (2016)

6.2. All hours worked on a statutory holiday that are part of the normal scheduled work week shall be paid at the rate of time and one-half. Effective February 6, 2017, 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 latter rate will also apply to a callback on a statutory holiday. (2016)

6.3. "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 6.3(a)(4); and (1999)

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

6.4. 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 time and one-half. If a member is on selected 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. Members do not receive callback pay in situations where they are called back to duty to complete substantive work that should reasonably have been completed before reporting off duty. (2012)

6.5. 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)

6.6. 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 February 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 in writing no later than the 30th of November. (2014)

6.7. 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 6.3, 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. (2017)

6.8. When members are within 50 linear kilometres from Kingston Police Headquarters and 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. A meal can be purchased during the tour of duty or on the way home, and the receipt is to be handed in either the day the meal was purchased or the next regular tour of duty. (2012)

7. COURT TIME

7.1. For the purpose of this article, 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:

- (a) any arbitrations or other proceedings regarding an existing or proposed agreement between the Board and the Association;
- (b) any proceedings regarding the grievance procedures referred to in this agreement;
- (c) any disciplinary proceedings pursuant to the *Police Services Act* against a member or members, unless called or subpoenaed as a result of duty reports and/or statements that members were required to write in response to a request from the Chief of Police or designate;
- (d) any proceedings in which the member is the plaintiff in the proceeding;
- (e) any proceedings in which the member is the defendant, except where the member has been approved, in writing, for legal indemnification in accordance with the provisions of this collective agreement;
- (f) any proceedings stemming from a member’s previous employment with another police service, although all reasonable efforts will be made to accommodate such court attendance during a member’s regular shift; or
- (g) any proceedings in which members have been charged criminally for off-duty actions or for on-duty actions not committed in the attempted performance in good faith of their duties. (2016)

7.2. The court time entitlements of a member pursuant to this article shall be limited to attendances in non-working hours for the purpose of giving testimony as to matters and things observed or acquired in the member’s capacity as a civilian employee of the Kingston Police.

7.3. The provisions of article 6.3 shall not apply to court attendances during statutory holidays or during a member’s annual vacation periods.

7.4. 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. (2016)

7.5. 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. Notice is deemed to have been received when the member is notified by voice mail, and members are obliged to check their Kingston Police voice mail at or after 6:00 p.m. the previous day. (2009)

7.6. All witness fees received by a member for attendance in court shall be turned over to the Office of the Chief of Police. (2016)

7.7. In addition to the provisions of articles 6.3(a) and 7.4, 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. 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. (2012)

7.8. 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 7.7 for time spent travelling and further shall be compensated for all other reasonable expenses, i.e., accommodation and food. (1999)

7.9. 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 6.1 shall apply. (1999)

7.10. Members working a compressed work week schedule, as agreed to between the Chief of Police and the Association, who are required to attend court the same day as a scheduled night shift shall be permitted eight clear hours from their departure from court until the commencement of their next tour of duty, provided that they present an Application for Overtime slip, signed by the Court Services Unit Sergeant or designate and indicating the time at which they departed court, to the Watch Commander upon completing their court duty. This allowance will not be valid if a member calls in sick for the shift or the remaining shift time. (2017)

7.11. 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)

8. SERVICE PAY

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

5 to 9 years of completed service:	\$150
10 to 14 years of completed service:	\$300
15 to 19 years of completed service:	\$500
20 to 24 years of completed service:	\$1,200
25 to 29 years of completed service:	\$1,800
30 or more years of completed service:	\$2,500 (2017)

8.2. It is understood by both parties to this agreement that, in the event that seniority pay is ever provided as a benefit, service pay as described in this article will no longer apply. (2009)

8.3. Service pay is not considered pyramiding pursuant to article 25. (2016)

9. HOURS OF WORK

9.1. The hours of work for all clerical personnel hired prior to October 1, 1984, shall be 8:30 a.m. to 4:30 p.m., Monday to Friday, with one hour that is not part of the paid hours of work. The hours of work shall not exceed thirty-five (35) hours per week.

9.2. The normal tour of duty for all clerical personnel hired after October 1, 1984, shall be defined as the hours of duty assigned to the said personnel by the regular posting of assignments, as determined by the Chief of Police. (1984)

9.3. Effective October 1, 1984:

- (a) all civilian personnel falling within this agreement and employed in clerical, secretarial, or related tasks shall work a thirty-five (35) hour week (1,820 hours per year); and
- (b) all civilian personnel falling within this agreement and employed in tasks not covered by article 9.3(a) shall work a forty (40) hour week (2,080 hours per year).

9.4. Civilian personnel shall work such schedules as determined by the Chief of Police, including any compressed work week schedule as agreed to between the Chief of Police and the Association or any work arrangements made in compliance with the Board's obligations under the *Human Rights Code*. (2014)

9.5. Lunch periods shall be one hour in length for an eight-hour shift. For shifts of more than eight hours, lunch periods shall increase by 7.5 minutes for each additional scheduled hour of work. (2016)

10. STATUTORY HOLIDAYS AND ANNUAL VACATION

10.1. During the first calendar year in which members are employed on a full-time regular basis, they shall be entitled to vacation with pay at the current prevailing salary on a pro-rata basis, in accordance with the following schedule.

1 month's service:	1 day's vacation
2 months' service:	2 days' vacation
3 months' service:	2½ days' vacation
4 months' service:	3½ days' vacation
5 months' service:	4½ days' vacation
6 months' service:	5 days' vacation
7 months' service:	6 days' vacation
8 months' service:	7 days' vacation
9 months' service:	7½ days' vacation
10 months' service:	8½ days' vacation
11 months' service:	9½ days' vacation
12 months' service:	10 days' vacation

10.2. During the second year of continuous work on a full-time regular basis, a member shall be entitled to ten (10) days' vacation with pay at the current prevailing salary. (1977)

10.3. During the calendar year in which a member completes three (3) years of continuous service, and in each subsequent year in which a member is employed on a full-time regular basis, the member shall be entitled to fifteen (15) days' vacation with pay at the current prevailing salary.

10.4. During the calendar year in which a member completes eight (8) years of continuous service and in each subsequent year in which a member is employed on a full-time regular basis, the member shall be entitled to twenty (20) days' vacation with pay at the current prevailing salary. (1985)

10.5. During the calendar year in which a member completes fifteen (15) years of continuous service and in each subsequent year in which a member is employed on a full-time regular basis, the member shall be entitled to twenty-five (25) days' vacation with pay at the current prevailing salary. (1990 AA)

10.6. During the calendar year in which a member completes twenty-two (22) years of continuous service and in each subsequent year in which a member is employed on a full-time regular basis, the member shall be entitled to thirty (30) days' vacation with pay at the current prevailing salary. Effective January 1, 2018, during the calendar year in which a member completes twenty-one (21) years of continuous service and in each subsequent year in which a member is employed on a full-time regular basis, the member shall be entitled to thirty (30) days' vacation with pay at the current prevailing salary. (2017)

10.7. During the calendar year in which a member completes twenty-five (25) years of continuous service, the member shall be entitled to thirty-one (31) days of vacation with pay at the current prevailing salary and a further one (1) day in each subsequent year of continuous

service thereafter to a maximum of thirty-five (35) days after completion of twenty-nine (29) continuous years of service. (2009) `

10.8. The Chief of Police will allow members to exercise their choice in selecting their vacation period, in accordance with their seniority, subject to the right of the Chief of Police to require members to select dates that do not interfere with the efficiency of the Kingston Police.

10.9. If a vacancy exists in a scheduled vacation slot within a member's vacation grouping, such member may request to change a vacation period 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. (2016)

10.10. At least five (5) days' vacation shall be taken in the calendar year in which it is due. Members may carry over not more than five (5) days' vacation to the following year, provided that a request for carry-over is made in writing to their supervisor by the 30th of November of the current year. In special circumstances, an additional five (5) days' vacation may be carried over at the discretion of the Chief of Police. (2012)

10.11. A member who leaves the Board's service shall be entitled to pay for any vacation earned. If a member dies, the estate or beneficiary, upon the filing of a satisfactory release to the City Treasurer, shall be paid for any vacation earned by the member.

10.12. Vacation periods shall consist of the regular periods the members would have worked if on duty, and any holidays observed in the member's department of service that occur during a vacation period shall not be counted as vacation days.

10.13. Vacation credits shall not accrue when a member who has exhausted sick leave credits is absent from work in excess of one-half (½) of the working days of the month. (1976)

10.14. Members who resign, retire, die, are absent from work without pay for periods longer than two (2) weeks (including periods of LTD and, effective October 11, 2017, WSIB absences, but excluding absence due to pregnancy, parental, or adoption leave or other approved statutory leaves), 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 twenty (20) days' vacation shall be entitled to ten (10) days minus any days taken. Any days owing shall be paid to the member on the final pay; any days taken above the prorated entitlement shall be deducted from the final pay. 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. (2017)

10.15. All members shall be granted seven (7) hours off duty (based on 35-hour week) or eight (8) hours off duty (based on 40-hour week) for each of the following days that fall during the term of their employment each year.

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day (2016)

10.16. Members may designate in writing to the Chief of Police up to three (3) 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)

11. EMPLOYEE BENEFITS

11.1. **General.** 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 regarding benefits referred to in this agreement is restricted to the payment of its portion of the premiums necessary to enrol members in the benefit plans described in this agreement. It is also understood that the extended health and dental benefits referred to in this agreement cease upon the death of the member. If allowed by the current insurance carrier, extended health and dental insurance coverage may be extended to surviving spouses and eligible dependants for a period of three months past the date of death. (2012)

11.2. Group Life Insurance.

- (a) All employees shall take group life insurance on the basis of two and one-half times their annual salary. (2012)
- (b) The Board shall contribute one hundred percent (100%) of the monthly premium cost of group life insurance and of \$10,000 group life coverage for spouses and \$5,000 group life coverage for each eligible dependent child. (2009)
- (c) No medical examination shall be required for group life insurance.
- (d) Upon retirement, members 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. (2017)

- (e) The Association may arrange for \$10,000 group life insurance for each member upon retirement, provided one hundred percent (100%) of the cost is assumed by the Association. (2009)
- (f) Employees who have joined the plan before the age of sixty-five (65) and have reached the age of seventy-five (75) shall have the right, within thirty-one (31) days, to convert the group life insurance to individual insurance at their own expense without a medical examination. The premiums are to be at the same rate as that paid for active members, subject to agreement of the carrier. Employees who are members of the plan and leave the employment of the Board shall also have the right, within thirty-one (31) days, to convert the group life insurance to individual insurance at their own expense without a medical examination. (2012)
- (g) The Board agrees to purchase an accidental death and dismemberment policy for full-time members. The Board agrees to pay one hundred percent (100%) of the monthly premium to provide such policy that includes a schedule of benefits with a maximum benefit of two (2) times annual salary. (2004)

11.3. **Health/Dental Benefits.**

- (a) The Board will contribute one hundred percent (100%) of the cost of the monthly premium of an extended health benefit plan, as detailed in Schedule B attached hereto, for all members who are subscribers, their spouses, and all eligible dependants. This is also to include all future retirees and their spouses and eligible dependants until the retiree reaches the age of 65, with one hundred percent (100%) of the premium paid by the Board, provided that the retiree is in receipt of a pension under the Ontario Municipal Employees Retirement System (OMERS). For the purposes of prescription drugs, generic drugs are to be dispensed if available, unless stipulated otherwise by the physician. (2012)
- (b) 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. The Board shall pay one hundred percent (100%) of the premium cost for both single and dependant coverage based on the Ontario Dental Association Schedule of Fees of current year less one. This is also to include all future retirees and their spouses and eligible dependants until the retiree reaches the age of 65, with one hundred percent (100%) of the premium paid by the Board, provided that the retiree is in receipt of an OMERS pension. (2014)
- (c) For orthodontic care, the Board will pay the premiums necessary to provide coverage on a 50/50 co-payment basis, \$3,000 lifetime maximum, for each member or dependant. (2009)
- (d) The Board shall pay one hundred percent (100%) of the premium to provide members and eligible dependants with major restorative services (crowns, dentures, bridges, implants) on the basis of 50/50 co-insurance, to a maximum of \$3,000 per insured per year. (2009)

- (e) Effective January 1, 2018, members shall have access to a health care spending account (HCSA) through the health care benefits insurer in the amount of \$250 per calendar year as follows, subject to the provisions for HCSAs under the *Income Tax Act*. Effective January 1, 2019, this amount shall increase to \$300.
- (1) The annual amount shall be provided on a “per member” basis regardless of the member’s family status.
 - (2) Unused HCSA credits at the end of the year will be added to the next year’s HCSA balance. HCSA credits can be carried over for one year but are forfeited if not used by the end of the second calendar year.
 - (3) Subject to article 11.3(e)(4), members may submit a claim up to 180 days following the end of the plan year in which the expense occurred.
 - (4) A grace period of 180 days applies to expenses from the previous calendar year being eligible for reimbursement from HCSA credits carried over from the previous calendar year. Unused HCSA allocations cannot be reimbursed to members.
 - (5) Eligible expenses will be defined by the *Income Tax Act*, including a carryover of expenses from the previous year as permitted by the *Income Tax Act*.
 - (6) Full HCSA allocation will be available for members at the start of each calendar year, but the annual amount shall be prorated on a calendar year basis in the first and final years of entitlement.
 - (7) For members with coverage under a spousal plan, coordination of benefits must be applied prior to HCSA usage.
 - (8) The annual amount is not transferable to a spouse upon the death of the member. (2017)

11.4. **Disablement.**

- (a) A member who is injured on duty and becomes eligible for compensation under the Ontario *Workplace Safety and Insurance Act* shall be paid the member’s normal net salary until return to duty or until one (1) year from date of injury, whichever shall be earlier. (1999)
- (b) When members are absent after one year 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)

- (c) The Board shall have the right, at any time, to require that a member who is absent on account of injury be examined by a duly qualified medical practitioner designated for this purpose by the Board. (1984)

11.5. Retiree Health Spending Account. For members retiring on an unreduced pension, the Board shall, consistent with the rules and regulations for health care spending accounts, provide for a health care spending account in the amount of \$2,250 annually commencing at age 65 and ending at age 72 and administered by the Board's benefits insurer in a manner similar to the health care spending account for active members. This amount shall be provided on a "per member" basis regardless of the member's family status and be available exclusively for reimbursement of eligible health care expenses, as defined by the *Income Tax Act*, of the retired member and/or of an eligible spouse. The annual amount shall be prorated on a calendar year basis in the first and final years of entitlement. Spousal coverage ceases when a member reaches the age of 72 or dies. Effective January 1, 2018, coverage for a member or eligible spouse ceases when the member reaches the age of 74 or dies. (2017)

11.6. Long-Term Disability. Effective January 1, 2018, members shall be covered by a long-term disability (LTD) plan administered by the Board through a carrier selected by the Board under the following terms.

- (a) Disability coverage shall be at the rate of sixty-six point seven percent (66.7%) of the member's annual gross salary to a maximum of \$10,000 per month. Approved disability benefits will be recalculated annually, based on the pre-disability annual gross salary of the insured plus an adjustment equal to the annual cost of living, multiplied by 66.7 percent.
- (b) Disability benefits will commence after 119 days (four months) from the reported day of disability.
- (c) The plan shall contain a "two-year own occupation clause," meaning that, in the first two years, members will be considered disabled if they are unable to perform the duties of their occupation; after two years, for benefits to continue, members must be considered totally disabled and unable to perform the duties of any occupation.
- (d) It is understood that the payment of LTD benefits will cease when the member becomes eligible for an unreduced pension under OMERS.
- (e) The Board shall pay 40 percent of the premium cost, and Association members shall pay 60 percent of the premium cost. Effective January 1, 2019, the Board and Association members shall each pay 50 percent of the premium cost.
- (f) While in receipt of LTD benefits, members may make a written request to use available credits from their accumulated sick leave banks to fund a top-up payment of the difference between the LTD benefit paid and 75 percent of their regular gross salary. Payment of this top-up shall commence once the Board receives confirmation of the LTD benefit paid by the insurer and shall continue until credits are exhausted or the member makes a written request to cease the

top-up. Payment of the top-up and the eligible percentage amount is dependent upon the insurer's policy requirements, which may alter over time, and on any applicable legal restrictions on such payments. (2017)

12. SALARIES

12.1. The annual rate of salaries of members covered by this agreement shall be as set out on the attached Schedule A, provided, however, that the salary rates shown are for the purpose of establishing the scale and that the actual amount received in any year will be based on the sum of biweekly pays made in that year, based on the stated salary rates.

12.2. The normal salary progression date shall be annual, or semi-annual where this is provided for within the pay schedule, and the anniversary of an employee's appointment.

12.3. All employees shall be granted salary progression on their salary progression date until the employees reach the maximum rate in each range of rates for the classification level to which they are appointed.

12.4. Salary progressions for all civilian employees are not automatic and may be denied to members where the employer is dissatisfied with the employee's performance and such dissatisfaction has been expressed by way of ongoing written evaluations to the affected person. (2012)

12.5. Civilian employees transferred to a position in a higher salary grade shall not suffer a reduction in salary.

12.6. Shift Differential.

- (a) A tour of duty differential in the amount of twenty-five (25) cents an hour shall be paid to all members for all hours worked during a tour of duty that commences after 2:00 p.m. and before 7:00 p.m. (2003 AA)
- (b) A tour of duty differential in the amount of forty (40) cents an hour shall be paid to all members for all hours worked during a tour of duty that commences after 7:00 p.m. and before 6:00 a.m. (2003 AA)
- (c) All monies standing to a member's credit, by virtue of this article, shall be calculated to the 31st of October in each year and paid out no later than the 30th of November of each year. (1999)

12.7. Communications Operators trained and designated as trainers shall be paid an additional sum of two dollars (\$2) per hour for all hours while training a Communications Operator. Effective October 11, 2017, civilian members designated as trainers by the Chief of Police or designate shall be paid an additional sum of three dollars (\$3) per hour for all hours while training another civilian member. (2017)

13. SICK LEAVE

13.1. Each member shall receive a credit of one and one-half (1½) days' sick leave for each month of active service. Sick leave credits do not accrue when:

- (a) sick leave credits are exhausted and the member is not working;
- (b) the member has been on sick leave for more than one month;
- (c) the member is in receipt of long-term disability benefits; or
- (d) the member has been receiving WSIB payments for more than three months.

The above provision does not apply if the member has appealed the decision to deny LTD or WSIB benefits and is awaiting a final determination in the appeal process, provided, however, that such exemption does not extend beyond two years past the initial absence. Effective January 1, 2018, sick leave accumulation shall reduce to one and one-quarter (1¼) days' sick leave for each month of active service. (2017)

13.2. Such credits shall be cumulative as from the beginning of the first of the month after the member commences employment.

13.3. Effective January 1, 2018, one-half the number of days standing to a member's credit as accumulated sick leave as of December 31, 2017, shall be assigned to a separate bank identified as Bank A, with the remainder deposited to a sick leave bank continuing to accumulate at the rate defined in article 13.1 and identified as Bank B. (2017)

13.4. As sick leave is required, Bank B shall be used first. If Bank B is exhausted and further sick leave is required, sick leave credits shall be drawn from Bank A. (2017)

13.5. Holidays observed by the service in which the member is employed shall not be deducted from the sick pay credits of a member who is absent through illness on such days.

13.6. In the interest of maintaining the health and wellness of members and the Kingston Police organization as a whole and in ensuring the confidentiality of members' medical information, the following parameters shall govern the provision of medical information in support of absences due to sickness or injury and in relation to accommodation and the return to work process after medical leave.

- (a) The Chief of Police or designate 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 or where there is reasonable cause to believe that sick leave is not applicable, to be examined by and a medical note provided from a qualified physician of the member's choice. A member who is absent for more than one (1) month may be required to furnish an updated physician's certificate on a monthly basis, unless the physician indicates a longer recovery period is required, but in all circumstances an updated medical certificate shall be provided at least every three months of absence.

- (b) A member who is requesting accommodation or modified duties and/or is requesting a return to work after a medical leave of more than one month shall be required to have a medical ability to work form, as provided by Human Resources, completed by a qualified physician or specialist of the member's choice prior to returning to work.
- (c) When in the opinion of the Chief of Police or designate the medical information provided by a member pursuant to article 13.6(a) and/or (b) is not specific enough for the purpose of accommodation or is contradictory, or where there is reasonable cause to request additional medical information, the member may be required to attend at an independent medical exam at a physician chosen from a list of physicians selected upon mutual agreement between the Association Executive and the Chief of Police or designate, recognizing that specialists might not be immediately available.
- (d) Refusal of the member to provide the required information or attend at an independent medical examination pursuant to this article shall be cause to suspend sick time payments.
- (e) The physician's fee related to obtaining reports pursuant to this article shall be borne by the Board.
- (f) All medical documentation shall be provided directly to Human Resources and maintained there in a confidential file separate from a member's employment record. (2017)

13.7. A member who is given leave of absence without pay shall not receive holiday or sick pay credits for the period of such absence but shall retain any accumulated credits.

13.8. A member who resigns or leaves the Board's service or is discharged and who is later re-employed shall be considered a new employee and shall not be entitled to any credits accumulated prior to leaving the service.

13.9. Time off work for permanent employees shall be calculated on a five (5) day week, rather than on a calendar-year basis. Whenever a member's days of illness exceed accumulated sick pay credits, the excess days over the amount of such credits will be without pay.

13.10. Subject to article 13.11, absence on account of illness for less than one-half (½) 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)

13.11. The Chief of Police or designate shall have the authority to deduct time from a member for less than one-half (½) day if, in the judgment of the Chief of Police or designate, the member is abusing this privilege. It is agreed that such judgment will not be arbitrarily exercised. (2016)

13.12. Absence on account of illness for any fractional portion of a day in excess of one-half (½) day shall be deducted as one-half (½) day from the member's accumulated credits.

13.13. Any part of the annual vacation that may be due shall be allowed members who are absent owing to illness, if sick pay credits are exhausted, and their sick pay shall be interrupted if necessary, in order that vacation may be completed prior to the end of the calendar year.

13.14. Adjustments in pay for illness or other reasons may be made on the current payroll or on the payroll for the next period.

13.15. The names of members who are absent owing to illness shall be kept on the payroll during the period of illness until their cumulative sick pay credits have been exhausted.

13.16. Members may at any time request an accounting of their accumulated sick leave credits by directing a memo to the Office of the Chief of Police through their Division Commander.

13.17. 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 and the Association makes all reasonable efforts to provide, upon request, proof on a semi-annual basis of continued LTD benefit payments. Effective January 1, 2018, a member who is off work due to illness and has not exhausted sick leave credits after a four-month period may waive the right to continue on sick leave and commence LTD benefits if approved under the LTD plan. While on LTD, but not including any period for which a member has been awarded LTD retroactively, the member shall continue to be eligible for the following benefits:

- (1) extended health care;
- (2) dental care; and
- (3) group life insurance. (2017)

(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 article 13.19 based on their salary in effect upon the start of LTD. (2000)

13.18. Members shall be allowed to be absent for a maximum of two hours twice a year for the purposes of attending medical or dental appointments without deduction from sick leave credits. (2012)

13.19. On retirement or upon voluntary resignation after five (5) years' continuous service, members covered by this agreement shall be entitled to a lump sum payment equivalent to the value of one-half the number of days standing to their credit as accumulated sick leave but, 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. Effective January 1, 2018, this article is replaced by the following: On retirement or upon voluntary resignation after five (5) years' continuous service, members covered by this agreement who were hired before January 1, 2018, shall be entitled to a lump sum payment from their accumulated sick banks as follows.

- (a) Accumulated sick leave remaining in Bank A shall be eligible for pay-out at the rate of 100 percent, subject to the maximum pay-out level defined in article 13.19(c).
- (b) Accumulated sick leave remaining in Bank B shall be eligible for pay-out at the rate of 25 percent, subject to the maximum pay-out level defined in article 13.19(c).
- (c) Members shall be entitled to a lump sum payment as calculated by articles 13.19(a) and (b) to a maximum of seven-twelfths (7/12) of their annual earnings at the rate received immediately prior to termination of employment. (2017)

13.20. The lump-sum payment from the accumulated sick leave bank outlined in article 13.19 does not apply when a member is discharged or if resignation is accepted in lieu of discharge. The lump-sum payment outlined in article 13.19 also does not apply to members hired after December 31, 2017. (2017)

13.21. In the event of the death of a member of the Kingston Police hired before January 1, 2018, 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 13.19. (2017)

13.22. 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 fifteen (15) 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. (2017)

14. PREGNANCY, ADOPTION, AND PARENTAL LEAVE

14.1. 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.

14.2. 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.

14.3. 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. (2016)

14.4. During parental leave, the Board shall provide a supplementary parental benefit for a maximum period of ten (10) weeks while the member is in receipt of Employment Insurance parental benefits, equal to the difference between the Employment Insurance parental benefit paid to the member and eighty percent (80%) of the member's regular weekly rate of pay. In order to be eligible for this supplementary parental benefit, members shall provide confirmation of their Employment Insurance benefit. (2016)

14.5. 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 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. Statutory holiday credits shall not be provided during pregnancy and/or parental leave. (2014)

14.6. Pregnancy leave and parental leave for the biological mother shall not exceed fifty-two (52) weeks. Parental leave for the biological, adoptive, or legally recognized parent shall not exceed thirty-seven (37) weeks, in accordance with the provisions of the *Employment Standards Act*. (2016)

14.7. The member shall return to duty immediately following the pregnancy and/or parental leave period and shall give at least two (2) weeks' notice of such return in writing. (2012)

14.8. 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 and any other benefits to which the member may be entitled, similar to other members terminating their employment with the Kingston Police.

14.9. 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. If the member fails to return to employment, as provided herein, the Board may recover, in full, any supplementary maternity or parental benefit paid. Recovery will be prorated based on the time that the member returns to work as compared to the leave period. (2017)

15. SENIORITY

15.1. Seniority is defined as the length of service of all full-time and permanent part-time members with the Board and shall be a consideration in determining promotions, transfers, demotions, layoffs, and recalls.

15.2. The Board shall maintain a seniority list showing the date upon which each full-time and permanent part-time member's service commenced. A revised seniority list shall be sent to the Association and posted on all bulletin boards in January of each year.

15.3. Newly hired members shall be considered on a probationary basis for a period of nine (9) months from the date of hiring, provided that the Board, with the consent of the Association, may extend the probationary period up to twelve (12) months. A part-time employee who becomes a permanent employee in the same position shall have a probation period of three (3) months, provided that the part-time employee has worked in that position for at least six (6) months or 1,040 hours. (2014)

15.4. During the probationary period, full-time members shall be entitled to all rights and privileges of this agreement, except with respect to discharge. The employment of such members may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Association claims discrimination. After completion of the probationary period, seniority shall be effective from the original date of employment. (2004)

15.5. A member's seniority shall be considered broken by reason of any one or a combination of the following:

- (a) a member is discharged for just cause and not reinstated through the grievance procedure;
- (b) a member is laid off and is not recalled within a period of twelve (12) consecutive months from the date of layoff;
- (c) when a member voluntarily resigns employment with the Board and does not return at the request of the Board to employment within three (3) months of the date of termination; or
- (d) when a member is on a leave of absence that is greater than one (1) year, save and except for pregnancy or parental leave. (2012)

16. TIME OFF FOR POLICE ASSOCIATION DUTIES

16.1. Members of the Kingston City Police Association Inc. shall be collectively granted leave of absence with pay to a maximum of fifty-five (55) days in any calendar year, as may be required for the proper performance of the duties of the Association (provided that this is done in such a manner as not to interfere with the proper operation of the service in the judgment of the Chief) and provided that fourteen (14) calendar days' notice, along with reasons, is afforded the

Chief of the need for such leave. Additional days may be granted at the Chief's discretion. (2017)

16.2. 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 designate to make every reasonable effort to accommodate this requirement, within operational limitations, at the discretion of the Chief of Police or designate, through such methods as shift adjustments or time off without loss of pay. (1994)

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, brother, sister, mother-in-law, or father-in-law (effective October 11, 2017, "or step-child" is deleted and replaced by article 17.2);
- (b) three (3) clear days away from work, in the case of the death of a 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; and
- (c) one (1) clear day away from work, in the case of the death of an aunt, uncle, niece, or nephew. (2017)

17.2. Effective October 11, 2017, for the purpose of article 17.1, a member who is a step-parent, step-child, step-sibling, or step-grandchild of a decedent will be considered for such leave when it is established that there is a continuing close personal relationship. (2017)

17.3. Compassionate leave shall begin the day of or the day following the death, at the request of the member. Subject to article 17.4, the days of leave shall be consecutive and commence within two (2) days following the incident. 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. (2009)

17.4. Should internment be at a time beyond the time-frame allotted within article 17.3, a member may hold one (1) day of the compassionate leave entitlement under article 17.1(a), (b), or (c) as applicable, to be used to attend the internment. Members shall notify their supervisor of these arrangements as soon as possible following the death. (2014)

17.5. When a death occurs during a member's scheduled annual leave, the equivalent number of days shall be credited back to the member as applicable under articles 17.1(a), (b), or (c). (2015)

17.6. 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)

17.7. Any member, at the discretion of the Chief of Police or designate, may be granted up to forty (40) hours' leave of absence without loss of pay, to be taken from the member's accumulated sick leave bank, for illness of a spouse, childbirth by a spouse, illness of a child, or the illness of an immediate family member, including a parent, brother, sister, mother-in-law, or father-in-law. In this article, "spouse" includes common-law spouses and same-sex partners, and "child" includes adopted children and children for whom the member is the primary caregiver. Leave under this article is calculated on an annual basis and is non-cumulative. (2017)

18. TRAINING

18.1. 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 force 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 two or more members travel by private motor vehicle together, only one shall be entitled to claim for mileage expenses. (2009)

18.2. 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 force 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)

18.3. 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. (2012)

18.4. 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 all or part of the cost of tuition in accordance with the relevant Board policy, 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. (2009)

18.5. 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)

18.6. Effective October 11, 2017, any scheduled training day in excess of six (6) hours shall count as a member's complete tour of duty, regardless of the length of the member's regular tour of duty. (2017)

19. EXPENSE REIMBURSEMENT

19.1. When a member is required by the Chief of Police or designate to travel more than 50 linear kilometres from Kingston Police Headquarters, the member shall be notified by the Chief or designate of the expense items that will be considered for payment 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) for scheduled training courses, an advanced allowance for meals or a per diem of seventy dollars (\$70), 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 \$15, lunch \$20, and dinner \$35;
- (d) for assignments approved by the Chief or designate a per diem of seventy dollars (\$70), 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 \$15, lunch \$20, and dinner \$35; and
- (e) for prisoner transportation, meals required to be taken away from home due to distance shall be reimbursed to a maximum per diem of seventy dollars (\$70) for meals and gratuities, i.e., breakfast \$15, lunch \$20, and dinner \$35, provided that they are supported by receipts, as required for cost recovery from the Province. (2012)

19.2. The Chief of Police or designate shall reimburse 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, supported by a valid receipt or independent estimate, to a maximum of one hundred dollars (\$100) per occurrence. Damaged prescription eyewear shall be fully reimbursed upon production of a receipt verifying replacement unless members are able to be compensated for such eyewear through a claim with the Workplace Safety and Insurance Board. (2017)

20. CLEANING ALLOWANCE

20.1. The voucher system, for cleaning of uniforms that have been provided by the force, shall be equivalent to clean 180 units of uniform clothing per year. A unit shall be equivalent to the cost of the cleaning of one (1) shirt. (2003 AA)

21. DEATH OF MEMBER

21.1. In the event that 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 11.2. (2003 AA)

21.2. Where a Custodial Officer is killed or dies as a direct result of injuries received in the lawful performance of the member's duties, 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.

22. GRIEVANCE PROCEDURE

22.1. 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.

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

22.3. 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.

22.4. **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.

22.5. **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 grievor'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 the 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 22.4 or 22.5(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. (2012)

22.6. Step No. 3.

- (a) If the grievor or a representative of the Association Grievance Committee wishes to appeal the decision of the Senior Officer made under article 22.5(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 the 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. (2012)

22.7. Step No. 4. If a decision of the Chief of Police under articles 22.5(b), 22.5(c), or 22.6(c) or of the Deputy Chief under articles 22.5(b) or 22.6(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. (2012)

22.8. 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)

22.9. 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 22.6(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)

23. DISCIPLINE, SUSPENSION, AND DISCHARGE

23.1. When a member is called into a supervisor's office for disciplinary reasons, with the indication that dismissal may follow if repetition occurs, any warning resulting from the interview shall be confirmed in writing within ten (10) working days to the member involved, with a copy to be forwarded to the Association. The member and the Association shall have the right to reply to the supervisor and a copy of such reply will be filed in the personnel records of the member.

23.2. When a member who has completed the probationary period has been suspended, the Chief of Police or Chief's designate will, within one (1) working day, confirm the suspension in writing to the member involved, with a copy of such advice forwarded to the Association. (1999)

23.3. When a member who has completed the probationary period is discharged, the Board will provide the written reasons for dismissal, with a copy to be forwarded to the Association. Prior to leaving the premises of the Board, the member may discuss the dismissal with the Association's representative.

23.4. Any time a member is called in under article 23.1, the member shall have the right, if desired and requested, to have the presence of an Association Executive member. The member shall be advised in advance as to the reason for the hearing.

23.5. Employees shall be notified in writing of any serious dissatisfaction concerning their work within ten (10) working days of the discovery of the event. In the event that a criminal investigation into the matter is required, the employee will be notified within ten (10) working days after such investigation is completed. Such notice shall include particulars of the work performance that led to the complaint. Employees shall reply in writing and all reports and documents shall become part of their record. (2006)

23.6. Documentation filed on an employee's employment record related to disciplinary action under this article shall be removed:

- (a) when three (3) years have elapsed since suspension, 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. (2009)

24. RETIREMENT PROVISIONS

24.1. The OMERS plan shall be administered in accordance with OMERS Regulations. (1999)

24.2. Members shall retire from the employment of the Board at the end of the month following the month in which their sixty-fifth birthday occurs. Members may apply to the Board for an extension of their retirement date each year to a maximum of three (3) years, subject to the provision of a satisfactory medical certificate.

24.3. All members who, while in the service of the Board, become incapable, through illness, age, or disability, of efficiently discharging their duties shall retire from the service of the Board, unless the Board is able to find other lighter duties for them. (1976)

25. PYRAMIDING

25.1. Effective February 6, 2017, 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. (2016)

26. LAYOFF AND RECALL

26.1. Should circumstances require reduction of members, the following procedure shall apply.

- (a) The Association shall be notified in advance of notice being sent to members to discuss the layoff.
- (b) On the first layoff of a member, at least thirty (30) calendar days' notice shall be given prior to the effective date, or an award in pay in lieu thereof. (2003 AA)
- (c) Layoffs shall be in the reverse order of seniority, provided that the member retained has the ability to perform the work available, and recall shall be in the order of seniority, subject to the member on recall having the ability to perform the work available.

26.2. When members are to be recalled by the Board, they shall be notified by registered mail to their last place of residence known to the Board, and, if they fail to report within ten (10) working days after the mailing of such notice, the Board shall be under no obligation to re-employ them.

26.3. If, as a result of the Board ceasing all or part of its operation or merging with another municipality or by reason of any changes in operating methods, the Board is unable to provide work for a displaced member at the same rate of pay in a comparable class of work, the member shall be given thirty (30) days' notice.

26.4. When a member is laid off under this article and jobs have been reopened within the Kingston Police, the member shall be called back in accordance with article 26.1(c).

26.5. No full-time position shall be filled by part-time persons except as noted in Schedule C.

26.6. If a new position is created that necessitates full-time hours, this position shall be filled by a full-time person.

26.7. Any new position to be created by the Board shall be done in consultation with the Association.

27. LIABILITY INSURANCE AND LEGAL INDEMNIFICATION

27.1. All employees shall be covered by a liability insurance policy against civil suits arising from acts or omissions committed in performance of their duties, and the policy premium shall be paid by the Corporation of the City of Kingston. (1984)

27.2. 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 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.

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

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

27.5. Members shall not be indemnified for costs arising from grievances under the collective agreement.

27.6. Notwithstanding the provisions of article 27.2, the Board may consider the payment of reasonable legal costs if the member is found guilty, except for a criminal offence. (1994)

28. TERM OF AGREEMENT

28.1. This agreement shall come into effect as of the 1st day of January 2017 and shall remain in effect until the 31st day of December 2019 and thereafter until replaced by a new agreement, decision, or award, within the meaning of section 129 of the *Police Services Act* aforesaid. (2017)

28.2. 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)

Alvina Hamilton

) The Kingston Police Services Board
) Per:
) *[Signature]*
) Vice-Chair
) *[Signature]*
) Member
)
) The Kingston City Police Association Inc.
) Per:
) *[Signature]*
) President
) *[Signature]*
) Member

SCHEDULE A—SALARY SCALES

Classification and Level	1 Jan 17	Hourly	1 Jul 18	Hourly	1 Sep 19	Hourly
IT Technician						
Starting Salary	89,356	42.96	91,054	43.78	92,784	44.61
12 Months	94,612	45.49	96,410	46.35	98,242	47.23
24 Months	99,869	48.01	101,767	48.93	103,701	49.86
36 Months	105,125	50.54	107,122	51.50	109,157	52.48
Facility/Fleet Supervisor						
Starting Salary	83,399	40.10	84,984	40.86	86,599	41.63
12 Months	87,158	41.90	88,814	42.70	90,501	43.51
24 Months	90,916	43.71	92,643	44.54	94,403	45.39
Garage Supervisor						
Starting Salary	68,556	32.96	69,859	33.59	71,186	34.22
12 Months	71,403	34.33	72,760	34.98	74,142	35.65
24 Months	74,192	35.67	75,602	36.35	77,038	37.04
36 Months	76,977	37.01	78,440	37.71	79,930	38.43
48 Months	79,828	38.38	81,345	39.11	82,891	39.85
Crime Analyst						
Starting Salary	68,556	32.96	69,859	33.59	71,186	34.22
12 Months	72,315	34.77	73,689	35.43	75,089	36.10
24 Months	76,071	36.57	77,516	37.27	78,989	37.98
36 Months	79,828	38.38	81,345	39.11	82,891	39.85
Central Records Supervisor / Front Desk Reception Clerk						
Starting Salary	55,092	26.49	56,139	26.99	57,206	27.50
6 Months	59,922	28.81	61,061	29.36	62,221	29.91
12 Months	62,094	29.85	63,274	30.42	64,476	31.00
18 Months	63,050	30.31	64,248	30.89	65,469	31.48
24 Months	71,319	34.29	72,674	34.94	74,055	35.60
Mechanic						
Starting Salary	59,285	28.50	60,411	29.04	61,559	29.60
12 Months	63,779	30.66	64,991	31.25	66,226	31.84
24 Months	68,271	32.82	69,568	33.45	70,890	34.08
36 Months	72,286	34.75	73,659	35.41	75,059	36.09
Custodial Officer						
Starting Salary	62,265	29.94	63,448	30.50	64,654	31.08
12 Months	64,957	31.23	66,191	31.82	67,449	32.43
24 Months	68,043	32.71	69,336	33.33	70,653	33.97
36 Months	71,590	34.42	72,950	35.07	74,336	35.74
Property/Stores Supervisor						
Starting Salary	63,204	30.39	64,405	30.96	65,629	31.55
12 Months	65,826	31.65	67,077	32.25	68,351	32.86
24 Months	68,832	33.09	70,140	33.72	71,473	34.36
36 Months	72,286	34.75	73,659	35.41	75,059	36.09

Classification and Level	1 Jan 17	Hourly	1 Jul 18	Hourly	1 Sep 19	Hourly
Communications Operator						
Starting Salary	62,922	30.25	64,118	30.83	65,336	31.41
6 Months	66,132	31.79	67,389	32.40	68,669	33.01
12 Months	67,312	32.36	68,591	32.98	69,894	33.60
18 Months	69,710	33.51	71,034	34.15	72,384	34.80
24 Months	74,243	35.69	75,654	36.37	77,091	37.06
36 Months	79,413	38.18	80,922	38.90	82,460	39.64
48 Months	81,579	39.22	83,129	39.97	84,708	40.73
CPIC Operator						
Starting Salary	50,749	27.88	51,713	28.41	52,696	28.95
6 Months	51,909	28.52	52,895	29.06	53,900	29.62
12 Months	54,301	29.84	55,333	30.40	56,384	30.98
18 Months	56,593	31.10	57,668	31.69	58,764	32.29
24 Months	58,935	32.38	60,055	33.00	61,196	33.62
Typist II (HR Reception)						
Starting Salary	49,689	27.30	50,633	27.82	51,595	28.35
6 Months	50,851	27.94	51,817	28.47	52,802	29.01
12 Months	53,243	29.25	54,255	29.81	55,286	30.38
18 Months	55,533	30.51	56,588	31.09	57,663	31.68
24 Months	58,935	32.38	60,055	33.00	61,196	33.62
Typist II (Court)						
Starting Salary	49,689	27.30	50,633	27.82	51,595	28.35
6 Months	50,851	27.94	51,817	28.47	52,802	29.01
12 Months	53,243	29.25	54,255	29.81	55,286	30.38
18 Months	55,533	30.51	56,588	31.09	57,663	31.68
24 Months	58,035	31.89	59,138	32.49	60,262	33.11
Typist II (Spec Svcs; Accts Payable; Crim Rcds; Payroll; Bail; Tfc; Pwrcase)						
Starting Salary	48,694	26.75	49,619	27.26	50,562	27.78
6 Months	49,856	27.39	50,803	27.91	51,768	28.44
12 Months	52,248	28.71	53,241	29.25	54,253	29.81
18 Months	54,539	29.97	55,575	30.54	56,631	31.12
24 Months	56,758	31.19	57,836	31.78	58,935	32.38
IT Assistant						
Starting Salary	57,355	27.57	58,445	28.10	59,555	28.63
6 Months	58,721	28.23	59,837	28.77	60,974	29.31
12 Months	61,540	29.59	62,709	30.15	63,900	30.72
18 Months	64,238	30.88	65,459	31.47	66,703	32.07
24 Months	66,852	32.14	68,122	32.75	69,416	33.37
Typist IA						
Starting Salary	49,371	27.13	50,309	27.64	51,265	28.17
6 Months	50,582	27.79	51,543	28.32	52,522	28.86
12 Months	51,925	28.53	52,912	29.07	53,917	29.62
18 Months	54,218	29.79	55,248	30.36	56,298	30.93
24 Months	56,434	31.01	57,506	31.60	58,599	32.20

Classification and Level	1 Jan 17	Hourly	1 Jul 18	Hourly	1 Sep 19	Hourly
Typist I / Switchboard Operator						
Starting Salary	50,383	27.68	51,340	28.21	52,315	28.74
6 Months	51,636	28.37	52,617	28.91	53,617	29.46
12 Months	51,933	28.53	52,920	29.08	53,925	29.63
18 Months	54,231	29.80	55,261	30.36	56,311	30.94
24 Months	56,434	31.01	57,506	31.60	58,599	32.20
Mechanic's Helper / Building Maintenance Worker						
Starting Salary	49,515	27.21	50,456	27.72	51,415	28.25
12 Months	51,123	28.09	52,094	28.62	53,084	29.17
24 Months	53,916	29.62	54,940	30.19	55,984	30.76
36 Months	56,434	31.01	57,506	31.60	58,599	32.20
Cell Block Monitor						
Starting Salary		16.34		16.65		16.97
6 Months		17.78		18.12		18.46
12 Months		18.41		18.76		19.12
18 Months		18.71		19.07		19.43
24 Months		21.18		21.58		21.99
Vehicle/Equipment Detailer and Fleet Assistant						
Hourly rate		14.26		14.53		14.81

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. Maximum dispensing fee of \$10 per prescription.
Major Medical	Single: \$25	20%	
Drugs	Family: \$25	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 total combined maximum of \$3,000 for a person insured in any benefit period, including one x-ray examination up to a maximum of \$100: physiotherapy, speech therapy, clinical psychologists, registered marriage and family therapists, registered psychotherapists, chiropractors, osteopaths, podiatrists, naturopaths, acupuncturists, and

registered massage therapists (the latter on recommendation of a physician). Effective October 11, 2017, the reference to “clinical psychologists” is removed from this article. (2017)

8. **Registered Clinical Psychologists.** Effective October 11, 2017, The plan will include services rendered by a registered clinical psychologist (not a relative) up to a maximum of \$3,000 per insured person in any benefit period. (2017)

9. **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).

10. **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.

11. **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 10(a)(3) above, provided that, in total, charges (including hospital and doctors) do not exceed C\$15,000 per lifetime.

12. **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.

13. **Vision Care.** Vision care will include the following coverage:
- (a) each insured will be entitled to \$400 coverage for prescription eyewear, every two-year period. The plan does not provide for repairs;
 - (b) each insured will be entitled to a maximum of \$1,000 coverage towards the cost of laser surgery, once per lifetime; and
 - (c) each insured will be entitled to coverage for the cost of a basic eye examination, to a maximum of \$100 every two-year period. (2015)

SCHEDULE C—PART-TIME EMPLOYEES

1. **Types of Part-Time Employment.** The Association recognizes that there are generally four types of part-time employment situations encountered by the Kingston Police.

- (a) **Permanent Part-Time.** A permanent part-time employee is one who works on a continuous, weekly basis in accordance with a set schedule that does not exceed twenty (20) regular hours per week, but this does not include the “vehicle/equipment detailer and fleet assistant” position, unless the person(s) filling the position choose(s) to be included. Whenever practical, permanent part-time employees will be given the opportunity to work extra hours to a maximum of fifteen (15) hours per week, i.e., total weekly hours not to exceed thirty-five (35). (2014)
- (b) **Temporary Part-Time.** A temporary part-time employee is one called in for a part-time position, generally to fill a long-term vacancy created through illness, maternity leave, leaves of absence, etc., for a period not to exceed six (6) calendar months in any calendar year. This six-month period may be extended if more than one such vacancy occurs within that period.
- (c) **Casual Part-Time.** A casual part-time employee is one called in for a part-time position on an irregular basis to fill vacancies of short-term duration largely created through illness, separations from the Kingston Police, etc.
- (d) **Contract.** Contract employees are generally obtained through employment agencies or work placements through government or educational programs.

2. **Staffing of Temporary Part-Time Positions.** Should a temporary part-time position occur within the Kingston Police, the Chief of Police or designate may offer the position to a full-time member of the Kingston Police for the duration of the vacancy and employ a temporary person to fill the position of the full-time member.

3. **Application of Collective Agreement.** Permanent part-time employees shall be eligible for all provisions of the collective agreement between the Kingston Police Services Board and the Kingston City Police Association Inc. (Civilian Members), with the exception of articles 8, 9, 10, 11, 12, 13 (except 13.6 and 13.14), 14, and 21. All articles (civilian agreement), with the exception of articles 6 (except 6.8), 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, and 21, shall apply to other part-time employees. Where a conflict arises between this schedule and the collective agreement, the terms of this schedule shall prevail. (2016)

4. **Rates of Pay.**

- (a) The rate of pay for any part-time employee, other than employees listed in article 1(d) of this schedule, shall be the hourly rate for the position being filled in accordance with the progression schedule contained in the collective agreement.

- (b) Communication Operators and Front Desk Reception Clerks who work on a statutory holiday shall be paid at the rate of time and one-half for all hours worked on the statutory holiday.

5. **Salary Progression.** The salaries paid to any part-time employee, other than employees listed in article 1(d) of this schedule, shall be adjusted as the employees reach the equivalent number of hours required of full-time employees to progress as outlined in Schedule A.

6. **Hours of Work.**

- (a) The hours of work for a part-time employee shall be as scheduled by the Chief of Police or the Chief's designate but do not have to conform to the compressed work week schedule.
- (b) Scheduled work for part-time employees will be for a minimum of three hours, unless schedules are adjusted to accommodate their personal schedules. Effective October 11, 2017, scheduled work for part-time employees will be for a minimum of four hours, unless schedules are adjusted to accommodate their personal schedules. (2017)
- (c) Effective February 6, 2017, all part-time Communications staff shall be scheduled a minimum of one (1) full shift per month to keep current. (2016)

7. **Vacations.** All part-time employees, other than contract employees, shall receive four percent (4%) vacation pay in lieu of vacation.

8. **Association Dues.** Part-time employees shall pay Association dues in accordance with the collective agreement on a pro-rata basis, dependent on the number of hours worked.

9. **Posting for Positions.**

- (a) Part-time positions shall be posted, and the provisions of article 5 of the agreement shall apply.
- (b) Part-time employees shall have the opportunity to apply for full-time and part-time positions after it has been determined that full-time and permanent part-time employees will not be awarded the positions.
- (c) In order to provide continuity of service, the Board may use part-time employees to fill a position until a competition is completed, for a period not exceeding twelve (12) months, excluding for position vacancies due to pregnancy or parental leave, sick leave, long-term disability, and WSIB or other leave of absence due to illness or injury. (2003 AA)

10. **Service Pay.** All categories of part-time employees are not eligible for service pay.

11. **Retirement.** Part-time employees who meet the eligibility requirements of the *Ontario Municipal Employees Retirement System Act* may elect to participate in OMERS.

12. **Permanent Part-Time Members.** The Association and Board agree that the following conditions apply only with respect to the classification of permanent part-time members.

- (a) **Seniority.** Seniority for part-time members, as outlined in article 15.1 of the agreement, shall be determined on a pro-rata basis, dependent on the number of hours worked.
- (b) **Probation.** The probationary period for part-time members, as outlined in articles 15.3 and 15.4 of the agreement, shall be based on the number of hours required for a full-time member to reach those levels. (1999)

13. **Percentage in Lieu of Benefits.** All categories of part-time employees shall be eligible for twelve percent (12%) of their regular hourly rate of pay in lieu of all fringe benefits contained in articles 11.2, 11.3, 13, and 24 of the collective agreement. Part-time employees who are enrolled in OMERS shall have the foregoing percent in lieu of benefits set at eight percent (8%). (2009)

14. **Pregnancy and Parental Leave.** Part-time employees shall be eligible for pregnancy and parental leave in accordance with the *Employment Standards Act of Ontario*. (2004)

15. **Public Holidays.** Part-time employees shall be eligible for public holiday pay in accordance with the *Employment Standards Act of Ontario*. (2004)

16. **Probationary Period.** Each part-time employee shall have a probationary period of one thousand five hundred (1,500) regular hours or nine (9) months from date of hire, whichever comes first. With the consent of the Association, the probationary period may be extended for a further three (3) months. If during the probationary period the part-time employee is judged to be unsatisfactory, the employee's employment may be terminated by the Chief of Police or designate, without recourse to the grievance procedure. (2014)

INDEX

acting pay	5	carry-over	12
allowances		compassionate	24
cleaning	27	family-related	25
training	25	parental	21
Association		pregnancy	21
dues	3, 41	sick	18
membership in	3	statutory	13
time off for duties	23	vacation	11
benefits	13	legal indemnification	31
dental	14	liability insurance	31
health	14	life insurance	13
health care spending account	15	long-term disability	16, 20
health spending account	16	lunch periods	10
legal indemnification	31	management rights	3
liability insurance	31	OMERS	30
life insurance	13	overtime	6
long-term disability	16	at court	6
maternity	21	bank	7
on death	27	pay-out	7
percentage in lieu	42	part-time employees	30, 40
retiree	13	pension	30
while on parental etc. leave	22	posting of job vacancies	4, 41
while on sick leave	20	probation	23, 42
callback	6, 7	promotions	4, 23
cleaning allowance	27	pyramiding	30
compassionate leave	24	recall	30
compressed work week	10, 41	retirement	30
court time	8	salaries	17
damage to personal belongings	26	seniority	23, 30, 42
death of member	27	service pay	10
dental benefits	14	shift differential	17
disablement	15	sick leave	18
discharge	29	benefits	20
discipline	29	pay-out	21
family-related leave	25	statutory holidays	13
grievance procedure	27	suspension	29
health benefits	14, 36	term of agreement	31
health care spending account	15	time off for Association duties	23
health spending account	16	training	25
hours of work	10, 41	transfers	4
job vacancies	4	travel	
layoff	30	for court attendance	9
leave		on course	25
adoption	21	vacation leave	11
annual	11	witness fees	9