

SOURCE	City		
EFF.	96	04	01
TERM.	97	12	31
No. OF EMPLOYEES	120		
NOMERE D'EMPLOYÉS	120		

# COLLECTIVE AGREEMENT



between

**THE CORNWALL POLICE SERVICES BOARD**

and

**THE CORNWALL POLICE ASSOCIATION**

**APRIL 1, 1996 to DECEMBER 31, 1997**

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**COLLECTIVE AGREEMENT**

**SCHEDULE "A"**

**THIS AGREEMENT** made this 10<sup>th</sup> day of October, 1997

**BETWEEN:**

**THE CORNWALL POLICE SERVICES BOARD**  
(hereinafter referred to as the "Board")

**OF THE FIRST PART**

**AND**

**THE CORNWALL POLICE ASSOCIATION**  
(hereinafter referred to as the "Association")

**OF THE SECOND PART**

**ARTICLE 1 - PURPOSE AND SCOPE**

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Board **and** its employees, and to provide an orderly and amicable method of settling **any** difference or grievance which **may** arise between the parties.
- 1.02 **This** Agreement shall apply to all members of the Cornwall Police Service and **Civilian** members thereof, **as** set out in Schedules "A" and "B" attached hereto **and** forming **part** of this Agreement.

**ARTICLE 2 - DEFINITIONS**

2.01 Except where a contrary intention appears:

- a) **"Association"** means the Cornwall Police Association.
- b) **"Board"** means the Cornwall Police Services Board.
- c) **"Chief"** means the Chief of Police for the Cornwall Police Service.
- d) **"Civilian Member"** means a member of the civilian staff of the Cornwall Police Service.
- e) **"Police Service"** means the Cornwall Police Service.
- f) **"Member"** means a police officer of the Cornwall Police Service, save and except the Chief, Deputy Chief, School Crossing Guards and Part-time employees hired to replace those civilian employees who are on my leave of absence.
- g) **"Cider"** for the purpose of this Agreement, shall be regarded as falling within the definition of "Member", except as otherwise noted, even though Cadets are "Civilian Members".
- h) **"Superior Officer"** means the next police rank higher than the police rank held by the police officer concerned, i.e. -

<b><u>RANK</u></b>	<b><u>SUPERIOR OFFICER</u></b>
Constable	Sergeant or Acting Sergeant
Sergeant	Staff Sergeant or Acting Staff Sergeant
Staff Sergeant	Inspector or Acting Inspector
Inspector	<b>Staff</b> Inspector or Acting Staff Inspector
Staff Inspector	

- i) **"Senior Officer"** means a member of the Cornwall Police Service with the police rank of Inspector or higher but does not include the Chief or Deputy Chief of Police.

**ARTICLE 2 - DEFINITIONS**

- 2.01
- j) "Normal Time" means the one year period a fourth, third or second Class Constable serves before being eligible To re-classification as defined in Regulation 929 of the Police Services Act.
  - k) "Service" means the time commencing with the employee's last employment date with the Cornwall Police Service.
  - l) "Employee" means to include Member and Civilian Member as defined in Sections d), f), and g) above.
  - m) "Call Back" means my time an employee is ordered into work when he has left the premises at the conclusion of his normal tour of duty or is ordered into work on his day off or is ordered into work prior to his normal tour of duty without forty-eight (48) hours notice.
  - n) "Agreement" means the Collective Agreement between the Cornwall Police Services Board and the Cornwall Police Association, pursuant to the Police Services Act.
  - o) "Seniority" means the total length of service of a member with the Service from their last day of hiring including my period of leave of absence, extended sick leave or prolonged disability.

**ARTICLE 3 - RECOGNITION**

3.01 The Board recognizes **the Association as the** exclusive Bargaining Agent for the employees **of the** Police Service, **save and except the** Chief and Deputy Chief of Police, School Crossing Guards and Part-time employees **hired to replace** those civilian employees who **are on any leave of** absence, **hereinafter** called the "Bargaining Unit", and **shall bargain in** good faith with a Negotiating Committee **of** the Association.

3.02 The **Board** and the **Association agree that** the terms of this Agreement shall apply to all employees of the **Police Service, save and except** those excluded by the Statute or **as set forth in this** Agreement. **The Board and the** Association agree that wherever applicable in **this** Agreement, the singular member shall include the plural, **and the** masculine gender shall include the feminine.

**ARTICLE 4 - MANAGEMENT FUNCTIONS**

- 4.01** The Association recognizes that, subject to the provisions of the Police Services Act, and the Regulations as amended and made thereunder by the Lieutenant Governor in Council, it is the exclusive function of the Board to:
- 1) generally supervise and administer the affairs of the Service;
  - 2) maintain order, discipline and efficiency;
  - 3) hire, discharge, direct, classify, transfer, promote, demote or suspend, or otherwise discipline any member;
- 4.02**
- a) The Board agrees that no member will be dealt with adversely without reasonable cause and that it will exercise the functions outlined in paragraph 4.01 in a manner consistent with this Agreement, the Police Services Act and the Regulations as amended and made hereunder by the Lieutenant Governor in Council, providing that a claim of discriminatory action relative to any matter contained in this Agreement, may be subjected to the grievance procedure and shall be dealt with as hereinafter provided.
  - b) If a member claims that the Board has exercised any of the functions outlined in paragraph 4.01 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 the arbitration procedure set out in the Police Services Act, or dealt with under the procedures within the exclusive jurisdiction of the Policing Services Division, as prescribed in the Police Services Act, as the case may be.
- 4.03** If a member is not reclassified at the normal time, he shall be given the reasons for such non-reclassification in writing.
- 4.04** All members shall be provided with a copy of his Commendation/Conduct Report when it has been completed by a Senior Officer.

**ARTICLE - ASSOCIATION MEMBERSHIP AND RELATIONSHIP**

**5.01** All employees are eligible to become members of the Cornwall Police Association.

**5.02** It is mutually agreed that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Board or the Association, or by of their respective representatives, with respect to any employee because of his membership status or connection with the Association on matters being negotiated between the Association and the Board, and both parties agree that neither party will exercise undue influence on the other.

**5.03** The check-off system for Association Dues shall be as follows:  
The amount of monthly membership dues, established by the Association, shall be deducted from the pay of each employee of the Service covered by this Agreement. Such deductions shall be made irrespective of whether the member of the Service is, or is not, a member of the Association.

Deductions shall be on each pay period basis. Within one week's time after the end of the month pay date of the preceding month, the sum so deducted shall be paid to the Treasurer of the Association. The deductions shall continue so long as not less than 50% of the employees of the Service belong to the Association. The Association indemnifies the Board against any legal liability which may be incurred by the Board for complying with this provision of the Agreement. The Association will provide a list of all its members prior to negotiating with the Board.

**ARTICLE 6 - BARGAINING**

- 6.01 The Board acknowledges the right of the Association to appoint or otherwise select a Bargaining Committee composed of not more than four (4) members of the Association. The Board recognizes and will deal with the said Committee with respect to any matter which may properly arise from time to time concerning the administration of this Agreement. It is understood that the Bargaining Committee and the Board will deal only with such matters as are properly the subject of negotiations as per letters of intent, as provided under the Police Services Act.
- 6.02 Each party to this Agreement agrees to give to the other party to the Agreement a minimum of forty-eight (48) hours written notice of any meeting or proposed meeting in connection with or relative to this Agreement or any other such matter in which the parties hereto have a common interest.

**ARTICLE 7 - GRIEVANCE COMMITTEE AND PROCEDURE**

7.01 The word "days" in this and the following Article means calendar days exclusive of Saturdays, Sundays, Paid Holidays, and the period of the grievor's and/or Superior Officer's vacation or training.

7.02 The Board acknowledges the right of the Association to appoint or otherwise select a Grievance Committee composed of not more than three (3) members of the Association. The Board will recognize and deal with the said Committee with respect to any grievance which may properly arise from time to time during the terms of this Agreement.

7.03 It is mutually understood that the aggrieved employee is permitted to be present through each step of the grievance procedure.

Subject to the rights and procedures provided by and under the Police Services Act, and the Regulations made thereunder by the Lieutenant Governor in Council:

**STEP 1**

The grievance shall be discussed with the member's immediate supervisor. Should the grievance not be resolved, the grievor shall reduce the grievance to writing stating the reasons for the grievance and forward same through the chain of command, to the Senior Officer or designate in Charge of the Branch within five (5) days. The Senior Officer shall meet with the grievor and the Grievance Committee within four (4) days. The Senior Officer shall render a written decision within four (4) days following such meeting.

**STEP 2**

Failing satisfactory settlement under Step 1, the grievance shall be submitted in writing to the Deputy Chief or designate within five (5) days after the decision rendered under Step 1. The Deputy Chief or designate shall meet with the grievor and the Grievance Committee within four (4) days. The Deputy Chief or designate shall render a written decision within four (4) days following such meeting.

**STEP 3**

Failing satisfactory settlement under Step 2, the written grievance shall be submitted to the Chief of Police or designate within five (5) days after the written decision rendered under Step 2. The Chief of Police or designate shall meet with the grievor and the Grievance Committee within five (5) days. The Chief of Police shall render a written decision within seven (7) days following such meeting.

ARTICLE 7 - GRIEVANCE COMMITTEE AND PROCEDURE7.03 STEP 4

- a) Failing satisfactory settlement under Step 3, the Grievance Committee shall submit a written grievance to the Board within five (5) days after the written decision rendered under Step 3. The Board shall, within five (5) days, or as soon as a quorum can be convened, meet with the said Grievance Committee and shall render its written decision within ten (10) days following said meeting.
- b) Irrespective of paragraph (a) above, the Board may refuse to consider any complaint in which the time limits contained in Steps 1, 2 and 3 have not been complied with.

STEP 5

The Association may, within ten (10) days after receipt of the written decision of the Board, require that the grievance be submitted to a single Arbitrator by notifying the Board in writing of its desire to do so. Within ten (10) days of such notice to the Board, the two parties shall appoint a mutually acceptable Arbitrator. If the two parties fail to agree upon the selection of an Arbitrator, the appointment shall be made by the Solicitor General of Ontario upon the request of either of the parties hereto.

7.04 The decision at each step above described shall be final and binding upon the Board and the Association and upon an employee affected by it, unless a subsequent Step is taken within the time hereinbefore listed. The Association shall be confined to the Grievance and redress sought as set forth in the written grievance files as provided in Step 1.

7.05 No matter may be submitted to arbitration which has not been properly processed through all previous Steps of the Grievance Procedure, but any time limit herein contained may be extended in writing by mutual consent.

7.06 An Arbitrator set up under Step 5 of the Grievance Procedure shall not have power to alter or amend any part of this Agreement, nor otherwise make any decision inconsistent with this Agreement.

7.07 Where a difference between the parties concerns the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an alleged violation affects:

**ARTICLE 7 - GRIEVANCE COMMITTEE AND PROCEDURE**

- 7.07        a)    more than one member, **or**
- b)    the interests of either party to this Agreement, either party may initiate and process *the* grievance on behalf of the aggrieved members **of** the party concerned, **as** the case may be.
- 7.08        Nothing in this Article prevents the rights of **the** parties to have a dispute **or** difference dealt with in accordance **with** sections 123, 124 of the Police Services Act.

**ARTICLE 8 - PENSIONS**

- 8.01** All employees shall be entitled to all the benefits and privileges in accordance with the terms of the Ontario Municipal Employees Retirement System.
- 8.02** Effective January 1, 1980, a TYPE I O.M.E.R.S. Supplementary Pension Plan, based on the 2.0% benefit formula shall be implemented for all employees. The Board shall be responsible to pay the total cost for past service and for future services. The Board and all employees shall equally share the cost. The total contributions of the basic and supplementary plans for all employees shall not exceed eight (8) percent. The pension shall be payable at age sixty (60) for all employees other than civilian members and age sixty-five (65) for civilian members.
- The total pension from O.M.E.R.S. and any other former Pension Plan shall be equal to the lesser of 2.0% of the employee's highest sixty (60) consecutive months' earnings multiplied by his years of credited service at retirement to a maximum of thirty-five (35) years reduced at retirement by .7% of such earnings under the Canada Pension Plan at retirement, multiplied by his years of credited service after January 1, 1966.
- 8.03** Effective January 1, 1977, any employee of the Service may establish "credited service" in the existing pension provisions for all or part of his "active military service" in His or Her Majesty's Military, Naval or Air Force in World War II or the Korean War. In accordance with the provisions of the Ontario Municipal Employees Retirement System Act and Regulations, based on the 2.0% benefit formula. The payment for such "credited military service" will be in accordance with the provisions of the Ontario Municipal Employees Retirement System Act and Regulations on a cost sharing basis, as set down by O.M.E.R.S. in their costing dated March 22, 1977.
- 8.04**
- 1) Effective January 1, 1985, an early retirement benefit, O.M.E.R.S. Type III be provided to permit early retirement without actuarial reduction in benefits within ten (10) years prior to a member's normal retirement date, when
    - a) the member is declared by the employer to be unable to perform the duties of his employment due to mental or physical incapacity (permanent partial disability) or
    - b) the member has completed thirty (30) years of service with the employer.

**ARTICLE 8 - PENSIONS**

- 8.04**
- 2) That all past service costs be paid by the employer.
  - 3) That the contributions of the employee be established in accordance with the O.M.E.R.S. Act and Regulations.
- That the **cost of paying** for the above benefit be paid over a fifteen (15) year period.

**ARTICLE 9 - SALARIES**

- 9.01 The Board agrees that in accordance with this Agreement, the annual salary of each member of the Association is set forth hereto in Appendix "A" and made part of this Agreement.
- 9.02 The Board agrees that in accordance with this Agreement, the annual salary, benefits and working conditions of the civilian members is set forth hereto in Appendix "B" and is made part of this Agreement.
- 9.03 Effective October 10, 1997, a Constable shall qualify for Senior Constable classification subject to completion of the following,
- a) Provincial Exam (written only once - 65% to qualify)
  - b) Internal Exam (written only once 65% to qualify), relevant to the knowledge level and responsibilities of a Constable as it pertains to the policies and procedures of the Cornwall Police Service. The examiner will determine the blend of questions consisting of true or false and/or multiple choice.
  - c) Satisfactory annual performance evaluation
  - d) Twelve (12) years of service as a Constable or Cornwall Police Service Cadet.
  - e) If a Constable fails to qualify in any part of "a" through "d", the member must wait one (1) year to re-apply.
  - f) An evaluation will be conducted by a four (4) person committee. The Association will select two (2) management representatives and the Chief will select two (2) Association executive representatives on a list supplied by either party.
    - This committee will meet only once per year, in November.
    - The onus is on the Constable to apply for consideration.
    - Committee decision must be unanimous, otherwise the Constable will not obtain Senior Constable designation.
  - g) All members currently qualified as a Senior Constable shall maintain their designation. Designated Senior Constables shall only be subject to sub-section "c" of this clause to maintain their designation.
- 9.04 When a member is assigned to an acting higher rank or position, or the member is assigned to carry out the essential duties and responsibilities of the higher rank or position for a period of one or more complete shifts, the member shall for the duration of the assignment, receive the differential rate of pay between the member's rank or position and the acting rank or position.

**ARTICLE 10 - HOURS OF WORK**

- 10.01 The average work week of members shall consist of forty (40) hours duration with the daily hours consisting of eight (8) consecutive hours.
- 10.02
- a) Each member working the eight (8) hour shift schedule shall be entitled to a one (1) hour lunch and where the requirements of the Service does not permit the member to take any lunch period, the member shall be credited with one (1) hour of overtime, when the member is able to take one-half (1/2) hour for lunch, the member shall be credited with one half (1/2) hour of overtime.
  - b) Each member working the twelve (12) hours shift schedule when the requirements of the Service permits, shall be allowed ninety (90) minutes for lunch and where the requirements of the Service does not permit the member to take any portion of the member's lunch period, the member shall be credited overtime for the portion missed. The make up of the lunch period shall be at the discretion of the shift supervisor.
- 10.03 The normal shift shall be as follows;
- 0600 - 1800 hours  
0700 - 1900 hours  
1800 - 0600 hours  
1900 - 0700 hours
- It is understood that twelve hour shift schedules may be terminated by the Association or the Board on ninety (90) days written notice to the other party.
- It is understood that the Chief of Police has the right to alter the commencement and stopping times in order to concentrate the manpower during any period of prime critical need as determined by him.
- 10.04
- a) An employee shall be given forty-eight (48) hours personal notice preceding any change in a tour of duty as defined in Article 10.03.
  - b) In the event that an employee's tour of duty is changed without forty-eight (48) hours notice, the employee shall be compensated at time and one-half (1 1/2).
- 10.05 For those employees working a twelve hour shift schedule, the compulsory days off accumulated as a result shall be credited to the member's time bank to be used in the twelve (12) month period of such shift schedule.

ARTICLE 11 - OVERTIME

- 11.01 Overtime shall be deemed to be time spent as authorized by the Chief of Police or his designate, in the employ of the Service in excess of an employee's normal working hours and shall be paid to the employee at time and one-half (1 1/2) his normal rate of pay, with an option of time off at the rate of time and one-half (1 1/2). If the election of time off is not taken by December 1st of the current year, payment thereof shall be made by mid December of the current year.
- 11.02 When an employee is required to be on duty for any period in excess of one half (1/2) hour after his normal tour of duty, such time shall accumulate including the first half hour (1/2) and be credited to the member as overtime.
- 11.03 a) Stand-by time, when ordered by the Chief of Police or his designate, shall be paid at the rate of \$5.00 per hour. A minimum of five (5) hours per stand-by.
- b) An annual payment of \$2,000.00 shall be made to each Identification Officer required to be on stand-by in lieu of the hourly amount of pay referred to in Article 11.03 a), for the following times 23:00 hours Saturday to 07:00 hours Monday every weekend.
- 11.04 A call-back by the Chief of Police or his designate shall be a minimum of four (4) hours at the rate of time and one-half (1 1/2) per hour. Where a further call-back occurs during the guarantee period of a previous call-back, the first guarantee period will end at the time of the second call-back and a new guarantee period will start at that time; i.e. - the member will be paid at the rate of time and one-half for four hours plus the period between the commencement times of the first and second call-backs.
- 11.05 Each member shall be entitled to a meal allowance of six dollars (\$6.00) for the first four (4) hours of overtime, and six dollars (\$6.00) for each additional four and one-half hours (4 1/2). Meal allowance shall not apply to overtime for court purposes.
- 11.06 When an employee is recalled to duty during his annual vacation period he shall be granted one (1) day off for each day or part thereof spent on duty. He is paid as per Article 11.01 during this time.

**ARTICLE 12 - ANNUAL VACATIONS**

- 12.01 For the purpose of vacation, service shall be calculated in the year in which the vacation is granted. Vacation shall be pro-rated for those employees who joined the Service after January 1st in a calendar year and for members who are absent by reason of approved leave of absence initiated by the member himself for a period exceeding thirty (30) consecutive calendar days.
- 12.02 All members who have completed the required years of service shall be entitled to annual vacation with pay on the following basis:
- |                         |   |                        |
|-------------------------|---|------------------------|
| One (1) Year            | - | <b>Two (2) weeks</b>   |
| Three (3) Years         | - | <b>Three (3) weeks</b> |
| Ten (10) Years          | - | <b>Four (4) weeks</b>  |
| Fifteen (15) Years      | - | <b>Five (5) weeks</b>  |
| Twenty-three (23) Years | - | <b>Six (6) weeks</b>   |
| Thirty (30) Years       | - | <b>Seven (7) weeks</b> |
- 12.03 a) The scheduling of vacations shall be based on a system of rank within a Division, Branch or Squad, in order of seniority within that rank. An employee shall be restricted on his first choice to a maximum of eighty (80) consecutive hours vacation during the times of June 15th to September 15th of the current year.
- b) Civilian employees working on shift, shall use their starting date to establish seniority with the shift for the scheduling of vacation. Civilian employees will choose with the Constables on the shift and be considered as one for the purpose of rank within this article.
- c) The Chief of Police in consultation with the Association President shall designate a period not greater than two weeks around the Christmas and New Year's period during which time Uniform shift employees will be unable to select annual vacation. This period will be posted at the beginning of the year prior to the selection of annual vacation. During this period, individual days may be selected at the sole discretion of the Chief of Police or his designate provided the format for selection is the same as stipulated in Article 12.03 (a) and (b) with the exception that the time is to be taken as individual days and not as an eighty (80) hour block.
- 12.04 It is understood and agreed that, except where specifically provided elsewhere in this agreement, vacation, sick leave, and all other service credits shall not accrue when an employee is not at work for a period exceeding thirty (30) consecutive calendar days by reason of an approved leave of absence without pay initiated by the employee himself. It is understood that this clause takes effect only after the expiry of the thirty (30) day period referred to above.

ARTICLE 13 - PAID HOLIDAYS

13.01 All employees shall be entitled to twelve (12) working days time off in lieu of paid holidays. Employees who have not completed an entire year of service shall be entitled to time off for only those days as their service shall warrant. Such paid holidays being named as follows:

<b>New Years Day</b>	<b>January 2nd</b>
Good Friday	Easter Sunday
Victoria Day	Canada Day
August Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
<b>Christmas Day</b>	<b>December 26th</b>

In the event that Heritage Day or a day named in place of Heritage Day is declared by either the Federal or Provincial Government, such day shall then be recognized as a paid holiday.

13.02 For employees who are working regular day shift (Monday to Friday, Saturday and Sunday off), all paid holidays falling on a Saturday or Sunday, the following Monday is a holiday, and where Christmas Day and New Years Day falls on a Friday, the following Monday is a holiday.

13.03 Should an employee be required and does work on a paid holiday, he shall have the option of receiving one day off in lieu, or pay at the rate of time and one half (1 1/2) in addition to the regular day's pay for each eight (8) hour shift worked.

13.04 Should an employee be required and does work on both Christmas Day and New Years Day, he shall be compensated as follows; one day shall be subject to the provisions of Article 13.03, the other day shall be compensated at the rate of time and one-half (1 1/2) plus the regular day's pay plus eight (8) hours time off in lieu.

**ARTICLE 14 - MEDICAL INSURANCE AND HOSPITALIZATION**

- 14.01 The Board shall pay 100% of the single premium or the family premium, as the case may be, for every employee in respect of whom the Board is required to remit a premium pursuant to the provisions of the Health Services Insurance Act.
- 14.02 The Board shall supplement the insured services referred to in Section 14.01 by providing private ward accommodation for any employee or dependent of his to whom such section is applicable.
- 14.03 The Board shall provide every employee and his dependents with medical benefits equivalent to those provided as of the date of this Agreement by the Comprehensive Medical Protection Plan of "Sun Life".
- 14.04 The Board shall provide vision care including eye examinations and eye glasses to a maximum of \$150.00 in any calendar year for every employee and each of his dependents.
- 14.05 The Board shall provide every employee and each of his dependents with benefits equivalent to those provided as of the date of this Agreement by the "Sun Life" Dental Care Plan on the basis of the Ontario Fee Guide for Dental Practitioners in effect at the time the service is rendered.
- 14.06 The Board shall provide the above benefits to retired members, spouses and widows, widowers and their eligible dependents as defined in the plan where they are not otherwise provided under any government or other program.
- 14.07 The Board shall provide every employee with life insurance equal to two (2) times the annual salary of such employee rounded to the next higher one thousand dollars (\$1,000.00) together with accidental death and dismemberment benefits.
- 14.08 The Association has contracted a Supplementary Group Life Insurance Plan and a Long Term Disability Plan. The Association shall administer the plans and the Board agrees to collect, through payroll deductions, 100% of the premiums from those members who have so authorized. The Board also agrees to remit the collected premiums to the insurance carrier on a monthly basis. The Association indemnifies the Board against any liability which may be incurred by the Board in complying with this sub-article.
- 14.09 Each employee shall be eligible to receive the benefits provided by the L.T.D. Plan specified in Article 14.08. Upon completion of the waiting period, there shall be no further deduction of sick leave credits. All benefits and seniority shall be maintained while the employee is off on L.T.D.

**ARTICLE 15 - C** \_\_\_\_\_

- 15.01 Court time shall be deemed to be time spent by an employee in his off-duty hours in attendance in court, examination of discovery, civil trial, inquest inquiry or departmental trial or hearings or any time spent as a result of his service to the department, in litigation of any description save if he is involved in his personal capacity.
- 15.02 Court time shall also refer to time spent in court in any jurisdiction, if the reason for the court appearance relates to circumstances arising during an officer's tour of duty, but shall not include litigation for personal reasons.
- 15.03 Any employee who, when off-duty, is required to give evidence in court shall be paid time and one-half with a **minimum** of four (4) hours for each call. Should a member be required to attend morning court, after he has worked the 12 Midnight to 8:00 a.m. shift, shall be entitled to court time pay commencing at 8:00 a.m.
- In the event a member is required to attend morning court, after he has worked the 7:00 p.m. to 7:00 a.m. shift, he shall be entitled to court time pay commencing at 7:00 a.m.
- 15.04 When a member is required to attend such court on any occasion during his annual vacation, he shall, within twenty-four (24) hours of being advised of his required attendance in court, advise a Senior Officer to so attend, he shall then be granted two (2) extra days leave in compensation for each day or portion thereof.

**ARTICLE 16 - COMPASSIONATE LEAVE**

- 16.01** Leave of absence with pay to a maximum of three (3) regular scheduled work days shall be granted to an employee who has suffered the loss of a father, mother, spouse, son, daughter, brother, sister, grandparent, father-in-law, mother-in-law, or a person standing in loco parentis. The leave of absence must occur within a seven (7) calendar day period from the date of death.

**ARTICLE 17 - ASSOCIATION DUTIES**

- 17.01** Any four (4) members of the Cornwall Police Association shall be 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 judgement of the Chief) and provided that fourteen (14) calendar days notice along with reasons is afforded the Chief of the need for such leave.
- 17.02** Should a member be elected to the Police Association of Ontario's Executive, he shall be allowed leave of absence with pay in order to carry out his duties with the said Association. Such absence shall not exceed forty (40) calendar days in any twelve (12) month period. Absence in excess thereof shall be a matter for consideration by the Cornwall Police Services Board.
- 17.03** A member who is on duty at the time or is due to come on duty during the course of the bargaining or grievance meetings hereinafter referred to shall be allowed time off with pay to attend if he is a member of:
- a) Bargaining Committee of the Association, all bargaining meetings with the Bargaining Committee of the Board and all interest Arbitration hearings.
  - b) Grievance Committee of the Association. all meetings requiring his presence held pursuant to the grievance procedure provided for in Article 7 of this Agreement and Rights Arbitration Hearings.
  - c) Members requesting time off with pay, consistent with the provisions of Article 17.03 must provide written notice to the office of the Chief of Police within forty-eight (48) hours after the date has been set in order to obtain the required authorization for time off with pay.

**ARTICLE 18 - CLOTHING AND EQUIPMENT**

- 18.01** The Board shall supply clothing and equipment required by all uniformed members as governed by the Police Services Act.
- 18.02** Police Officers, special constables, photographer and quartermaster shall be allowed a maximum of two hundred and ten dollars (\$210.00) cleaning allowance per year.
- 18.03** Each member who is required to perform police duties in plain clothes shall receive a clothing allowance of up to one thousand dollars (\$1,000.00) for the given year. if the member performs such duties for a full twelve (12) month period. If the member performs such duties for less than twelve (12) months, the member will receive a clothing allowance on a pro-rata basis, provided the member does perform such duties for at least thirty (30) days within a twelve (12) month period.
- Payment of clothing allowance shall be made twice yearly, one-half paid in July of the same year upon submission of receipts. For new members **required to** perform police duties in plain clothes **after** the second payment **of** clothing allowance, they shall receive their first instalment after completion of their **initial** thirty (30) days, on a pro-rata basis.
- 18.04** Each member shall receive or have **access** to an up-to-date copy of all books incidental or necessary to his duties.
- 18.05** Each member shall be provided with a badge, wallet and warrant card.
- 18.06** All by-laws affecting Association Members shall be permitted to be posted on the Police Bulletin Board.
- 18.07** **A** service badge shall be granted to a member of the service for each **five (5) year period** of continuous service.

**ARTICLE 19 - SERVICE PAY**

19.01 All employees who have served the minimum required **five (5)** years of continuous service in the Cornwall Police Service, as of November 30th each year, shall be entitled to the following service pay:

5 years to and including 9 years	• \$100.00 per year
10 years to and including 14 years	• \$200.00 per year
15 years to and including 19 years	• \$300.00 per year
20 years to and including 24 years	• \$400.00 per year
25 years to and including 29 years	• \$500.00 per year
30 years and over	• \$600.00 per year

19.02 In the event that a member leaves the Service prior to the date of normal payment of service pay, and who has obtained the necessary qualifying years of service time, shall be paid on the basis of the number of years served.

**ARTICLE 20 - SUBSISTENCE ALLOWANCE**

- 20.01** Any employee who attends a designated police course shall be entitled to thirty-five dollars (\$35.00) per week subsistence allowance and payment for weekend meals.
- 20.02** Any employee attending a designated police course shall be entitled to travelling expenses for one trip home should the course be over two (2) weeks duration, two trips home should the course be over four (4) weeks, three trips home should the course be over seven (7) weeks. For every three weeks of course over seven (7) weeks, an additional round trip home will be reimbursed. Personal automobile expenses shall be reimbursed at the rate of twenty-five (25) cents per kilometer from Cornwall Police Headquarters to the location of the course and the return trip. The Chief may designate the use of a Service or rental vehicle as the mode of transportation in lieu of a personal automobile.

**ARTICLE 21 - SHIFT PREMIUM**

- 21.01** All personnel regularly scheduled on shifts shall receive a shift differential of twelve (12) cents per hour for all hours worked during the 4:00 p.m. to 12 Midnight shift and twenty-two (22) cents per hour for all hours worked during the 12:00 Midnight to 7:00 a.m. shift.
- 21.02** Shift differential shall be paid on a call back or overtime only after an employee has completed four (4) hours or more.

**ARTICLE 22 - PROMOTIONS**

- 22.01** When a permanent vacancy **exists** above the rank of First **Class** Constable within **the** Cornwall Police Service, a notice for the purpose of applications shall be posted.
- 22.02** **A** member to be considered for promotion must have **three (3)** years continuous service **as** a police officer with the Cornwall Police Service. **A** member to be considered for promotion must have **successfully** completed a recognized Police Training Course **as** well as the **Ontario** Police College Selection **Exams**.
- 22.03** **All** promotions shall be governed by ability, fitness, and **efficiency**. Provided where they **are** equal, seniority shall govern.

**ARTICLE 23 - SICK LEAVE**

- 23.01** Each employee, shall be credited with one and one-half (1 1/2) days sick leave for each unbroken month of service with the Cornwall Police Service. such credit to be cumulative during the service of the member. For the purpose of this section, service shall not be broken by a member's absence from duty caused by illness or injury or accident or days off or vacation.
- 23.02** Each employee shall receive sick leave credit from the beginning of the first complete calendar month after commencement of duties.
- 23.03** Each employee shall receive sick leave pay, at full salary, for any time lost by reason of illness or injury to the full extent of sick pay credits accumulated by the member at the time of each absence, except when both conditions set out in Article 24.01 are met, in which case Article 24.02 shall govern.
- 23.04** The number of days or part thereof for which an employee receives sick leave pay shall be deducted from cumulative sick leave credits.
- 23.05** In January of each year, every employee shall be advised by the posting of a notice, certified by the Chief of Police, of the number of days standing to his credit as of December 31st of the year then ended.
- 23.06** In the event of retirement, death or voluntary termination in accordance with Sub-article 23.07, an employee or his estate, shall be entitled to a payment of cumulative sick leave credits as follows:
- The payment shall be one-half of the accumulated sick leave credits but in any event, shall not exceed the amount of one-half year's salary, being 130 working days, at the rate received by him immediately prior to separation of employment.
- 23.07** Should an employee be discharged or if his resignation is accepted in lieu of discharge, or in the event of voluntary termination, he shall be entitled to receive accumulated sick leave credits only after completing five (5) continuous years of service with the Cornwall Police Service.
- 23.08** In the event that an employee is absent, through illness, or an on-the-job accident or a Workers' Compensation Claim, for a period of three (3) consecutive months or more, there shall be no credit to the accumulation of sick leave after the three (3) months until the employee returns to work. Upon return to work and to re-establish the commencement of sick leave credits as per Sub-Article 23.01, the employee must return for a period of ten (10) working days.

**ARTICLE 24 - INJURED ON DUTY**

**24.01** When an employee of the Service is absent by reason of illness or injury arising out of or in the course of employment within the meaning of the Workers' Compensation Act, he shall receive his Full pay and benefits while he is thereby incapacitated, provided both of ~~the~~ following conditions are met:

- a) **the Workers'** Compensation Board approves the claim;
- b) benefits are paid by the **Workers'** Compensation Board in respect of the claim.

**24.02** Once both conditions set out in Article 24.01 are met, the Board will replace all sick leave credits deducted from the employee.

**24.03** The phrase "full pay" in Article 24.01 shall be interpreted so as to preclude the possibility of employees receiving a greater net pay while absent on a Workers' Compensation Board claim than while working.

**24.04** The employee shall ensure that all monies received From the Worker's Compensation Board in respect of his claim are directed to the Board.

**24.05 KILLED ON DUTY**

If any officer is killed on duty, the beneficiary as stated on the Cornwall Police Service, O.M.E.R.S. "Beneficiary Allocation Card", shall receive the equivalent of three years salary. The salary to be paid will be at the rate of the position held by the officer at the time of the death and the payment will be made over the three year period commencing with the date of death, in three annual instalments.

**ARTICLE 25 - LAY OFF**

**25.01** In case of personnel reduction, with Officers and Civilian Staff considered separately as per the Schedules, the last person hired shall be ~~the~~ first person laid off, providing that the next senior person retained is qualified to perform the job.

In the event of recall, the last person laid off shall be the first person brought back provided that person is qualified to perform the job.

**ARTICLE 26 - INDEMNIFICATION**

**26.01** Where a member of the Service is charged with a criminal or statutory offence flowing from his police duties and is subsequently acquitted of such charges, the member shall be reimbursed for any reasonable legal expenses that have been taxed pursuant to the Solicitors' Act and incurred as a result of such charges.

**26.02 S.I.U. LEGAL COUNSEL**

In addition to the provisions of article 26.01, the Board recognizes the necessity of providing immediate legal advice to any officer who, as a result of police duties, may be directly or in-directly involved in an occurrence investigated under the provisions of Part VII of the Police Services Act.

The Board agrees that legal counsel(s) shall be provided at the Board's expense, immediately after the occurrence and during the investigative period, for the purpose of providing legal advice and guidance to the officer or officers involved.

A list of lawyers will be selected upon mutual agreement between the Board and the Police Association Executive. The Board reserves the right, through the Chief of Police or designate where there is more than one member involved in a given investigation, to provide one counsel for all concerned unless that counsel considers there to be a conflict in acting for all persons, in which case, individual counsel may be granted by the Board, at its sole discretion.

ARTICLE 27 - LOCKERS

27.01 No search or inspection of a member's locker shall be made unless the member is notified.

**ARTICLE 28 - RESIGNATIONS**

**28.01** An employee who has submitted a written resignation from the Cornwall Police Service may within forty-eight (48) hours thereafter, excluding Saturday and Sunday, on written notice to the Chief, given either directly or through the Association, with the written authorization of the employee, the Association may **withdraw the** resignation.

**ARTICLE 29 - MATERNITY LEAVE**

- 29.01** A member who makes written application to and supplies the Board with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated date of delivery shall, subject to Sections 29.02 and 29.03, be given maternity leave, without loss of seniority, in accordance with the Employment Standards Act. provided she has the requisite service with the Cornwall Police Service, specified herein
- 29.02** During the maternity leave, the Board shall:
- a) during the first **two** weeks, pay the member seventy-five (75) percent of her regular rate of pay; and
  - b) during the following **fifteen (15)** weeks, (or shorter period if the member returns earlier to work), pay the member at a rate of pay equivalent to the difference between the Unemployment Insurance benefits the member is eligible to receive and ninety-three (**93**) percent of her regular rate of pay; and
  - c) continue to provide the member with the vacation credits, insurance welfare, medical, dental and other benefits specified in this Agreement.
- 29.03** To be eligible for the payments and benefits provided for in Section 29.02, the member shall sign an Agreement with the Board providing:
- a) that she will return to work and remain with the Service for a period of at least one (**1**) year after her return to work;
  - b) that should she fail to return to work at the expiration of her leave or to remain in the employ of the Service for the period in clause (a), she will repay the amounts provided for in Section 29.02 and that the Board may apply against such amount owing all vacation pay and any sick leave credit due to the member.
- 29.04** Any period of maternity leave beyond seventeen (17) weeks shall be without pay.
- 29.05** An employee who adopts a child (or children) shall be subject to the same rights and obligations, mutatis mutandis, as those specified for maternity leave, except that the period of leave of absence shall commence when the child (or children) is received.

**ARTICLE 10 - DURATION**

~~This Agreement shall remain in force from April 1, 1996 to December: 1, 1997 and from year to year thereafter, provided however that either party may:~~

Request to amend such Agreement by notice in writing to the opposite party in accordance with the Police Services Act, as amended and the Regulations made thereunder, and amendments thereto, and thereupon both parties shall enter into such negotiations in good faith and make every reasonable effort to reach a new Agreement.

DATED AT Cornwall this 10th day of October 1997,

**FOR THE ASSOCIATION:**

Claude Fortin  
[Signature]  
[Signature]  
[Signature]

**FOR THE BOARD:**

[Signature]  
[Signature]  
[Signature]  
Suzanne Currie (Negotiator)

## SCHEDULE B

Schedule "B" shall be known as a Bargaining Agreement for civilian members, who shall be entitled to all benefits, rights and privileges as contained in Schedule "A", with the exception of Articles governing salaries, hours of work and clothing and equipment.

All Civilian Members shall work a forty (40) hour work week, namely; 8:00 a.m. to 4:00 p.m., 9:00 a.m. to 5:00 p.m., Monday to Friday, with a one (1) hour paid lunch period.

If an afternoon shift is required, the shift will work the regular hours of 3:00 p.m. to 11:00 p.m. The number of hours per week and lunch break will stay the same as noted above. The starting and finishing times are adjustable by one (1) hour either way. This is at the discretion of the Office of the Chief of Police.

The Custodians, Training Officer, Financial Services Officer, Photographer and OMPPAC Inputters, shall work a forty (40) hour week, on a schedule as determined by the Chief of Police. Civilian staff in the Communications Branch shall work a forty (40) hour week on a shift schedule as defined in Article 10.

All Special Constables shall work a forty (40) hour work week, namely 8:00 a.m. to 4:00 p.m., Monday to Friday with a one (1) hour paid lunch period. The starting times are adjustable by two (2) hours at the discretion of the Chief of Police or designate if the court bureau has less than twenty four (24) hours notice of a required prisoner escort.

In addition to the Paid Holidays contained in Schedule "A", all civilian members shall be entitled to holidays declared by either Federal, Provincial or Municipal Governments.

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Where a vacancy occurs or a new position is created or where an appointment is to be made to a position on account of sickness, vacation or other cause and such appointment may provide promotion for any employee, notice shall be posted at appropriate locations, including all bulletin boards, for a minimum of ten (10) working days, and a copy of the notice shall set out a job description of the position, qualifications required and wage rate. Present civilian members shall be given first opportunity to apply for any new openings for civilian personnel within the Cornwall Police Service.

### CASUAL DAYS

The Association agrees to permit the Board the use of temporary full time members for a maximum period of six (6) months. These members will not receive benefits. Should the six (6) month period be surpassed, these members will be considered full time for civilian positions.

## APPENDIX "A"

SALARY CHART EFFECTIVE JULY 1, 1996

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RANK	
CONSTABLE - FIRST	\$54,038
- SECOND	46,549
- THIRD	40,625
- FOURTH	32,974
SERGEANT	61,063
STAFF SERGEANT	65,927
INSPECTOR	74,573
STAFF INSPECTOR	78,355
SENIOR CONSTABLE	56,200

## APPENDIX "B"

## SALARY CHART EFFECTIVE JULY 1, 1996

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RANK	
CADET	\$25,271
COURT SECURITY	29,099
- 11 MONTHS	36,403
FINANCIAL SERVICES OFFICER	48,544
TRAINING OFFICER	48,544
CUSTODIAN	29,064
INFORMATION SERVICES MANAGER	47,139
INFORMATION SERVICES SUPERVISOR	42,854
COMMUNICATOR	37,410
- 12 MONTHS	39,275
- 24 MONTHS	41,556
PHOTOGRAPHER	31,901
- 12 MONTHS	33,730
- 24 MONTHS	36,559
CLERICAL	27,217
- 12 MONTHS	28,141
- 24 MONTHS	29,064
OMPPAC INPUTTER	29,382
- 12 MONTHS	31,613
TYPIST	19,564
- 12 MONTHS	21,241
- 24 MONTHS	23,055

## APPENDIX "B"

## SALARY CHART • EFFECTIVE JULY 1, 1996

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RANK	SALARY
<b>SECRETARY</b>	<b>\$ 34,772</b>
- 12 MONTHS	37,212
- 24 MONTHS	38,684
<b>JR. SECRETARY</b>	34,296
- 12 MONTHS	36,741
- 24 MONTHS	38,219
<b>COURT CLERK</b>	33,411
- 12 MONTHS	34,545
- 24 MONTHS	35,678
<b>CLERK</b>	32,377
- 12 MONTHS	33,611
- 24 MONTHS	34,865
<b>OMPPAC INPUTTER</b>	34,814
- 12 MONTHS	37,474
<b>RECEPTIONIST</b>	25,619
- 12 MONTHS	30,011
<b>CPIC VALIDATOR</b>	36,064
- 12 MONTHS	37,288
- 24 MONTHS	38,511
<b>INFORMATION CLASSIFIER</b>	30,671
- 12 MONTHS	31,713
- 24 MONTHS	32,753
<b>QUARTERMASTER</b>	35,665
<b>COURT SUPERVISOR</b>	40,043
<b>TYPIST</b>	19,564
- 12 MONTHS	21,241
- 24 MONTHS	23,055

'WITHOUT PREJUDICE'

MEMORANDUM OF UNDERSTANDING

between

THE CORNWALL POLICE SERVICES BOARD

and

THE CORNWALL POLICE ASSOCIATION

The Cornwall Police Services Board and the Cornwall Police Association mutually agree that;

A Committee composed of two (2) Association representatives and two (2) Board representatives will meet and review Article 8 - OMERS language relevant to the existing legislation and the requirements of OMERS.

Such Committee will make recommendations on changes to Article 8 - OMERS in order to make the language relevant to the existing legislation and the requirements of OMERS.

Such Committee recommendations are to be made to the Board and the Association for approval to amend the Collective Agreement.

~~Date~~ the 10<sup>th</sup> day of October, 1997.

FOR THE ASSOCIATION

Claude [Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE BOARD

[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

Dated Dec 04, 1997  
[Signature]

MEMORANDUM OF UNDERSTANDING

**BETWEEN :**

**THE CORNWALL POLICE SERVICES BOARD**

**AND :**

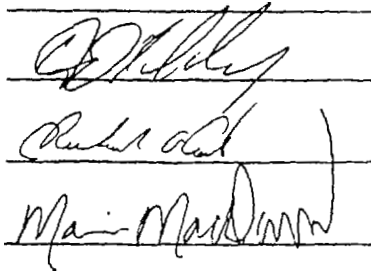
**THE CORNWALL POLICE ASSOCIATION**

The Cornwall Police Services Board and the **Cornwall** Police Association, mutually agree; an employee may utilize up to three (3) days in a calendar year of his/her sick leave pay, in the event he/she is absent on account of illness in his/her immediate family; (immediate family for this Article means, spouse, child, father, mother, brother, sister.) Such absences will be considered personal absence and will be deducted from cumulative sick leave credits as per Article 23.04 of the Collective Agreement between the Cornwall Police Services Board and the Cornwall Police Association.

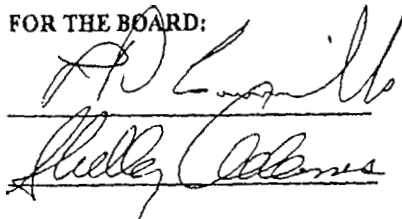
This Understanding replaces item (xv) of the Memorandum of Settlement dated October 21, 1994, containing an amendment to Article 23.03 of the Collective Agreement.

DATED this 24<sup>th</sup> day of January, 1995

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE BOARD:

  
\_\_\_\_\_  
\_\_\_\_\_

