

UNIFORM COLLECTIVE AGREEMENT

FOR

2009 - 2011

B E T W E E N

**THE BELLEVILLE POLICE SERVICES BOARD
(hereinafter referred to as “the Board”)**

and

**THE BELLEVILLE POLICE ASSOCIATION
(hereinafter referred to as “the Association”)**

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ARTICLE 1 - RECOGNITION AND RELATIONSHIP

- 1.01** The Board recognizes the Association as the exclusive bargaining agent for all uniform members of the Belleville Police Service, save and except the Chief of Police, the Deputy Chief of Police and members of the Senior Officers' Association.
- 1.02** The parties hereto mutually agree that any eligible police officers of the Belleville Police Service may become a member of the Police Association.
- 1.03** The parties agree a member's civilian and sworn service with the Belleville Police Service is recognized for the purpose of calculating annual leave (reference Article 8.08).
- 1.04** The parties agree that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Board or by any of its representatives with respect to any police officer because of their membership in or connection with the Association or their eligibility to join therein will not be discouraged.
- 1.05** In this agreement, words importing male persons include female persons, words in the singular include the plural and words in the plural include the singular as the context requires.
- 1.06** Personnel File – Every unfavorable entry or notation made in a member's personnel file shall be brought to the member's attention promptly. Every member shall be entitled to review his file prior to being counseled and on special request, not to exceed twice per year.
- 1.07** The provisions of the **Police Services Act** concerning arbitration shall apply.
- 1.08** The Board agrees to deduct an amount equivalent to Association dues and other amounts duly authorized by the Association, as may be amended from time to time by the Association, from the regular pay of each member and within.
- One (1) week after making such deduction, pay the sum so deducted to the Association. The Association agrees to save the Board harmless for all amounts deducted under the direction of this clause.
- 1.09** "Chief of Police" means Chief of Police of the Belleville Police Service or his/her designate.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01** Nothing contained herein shall be deemed to be an infringement on the exclusive right of Management with authority of the Board to hire, promote, transfer, suspend or otherwise discipline an employee of the Police Service for just cause.
- 2.02** The Board agrees to exercise its function in accordance with the provisions of **The Police Services Act**, the regulation appended thereto, and the terms of this collective agreement.
- 2.03** Where the terms of this agreement conflict with any provisions of **The Police Services Act** (the Act), or the regulations appended thereto (the Regulations), the terms of the Act and/or Regulations shall prevail.

ARTICLE 3 - GRIEVANCE PROCEDURE

- 3.01** 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** shall be as hereinafter set out. Should any difference arise between the Board and any member of the Police Service who are governed by this agreement, as to the interpretation, application, administration or alleged violation of the provisions of this agreement, it is agreed between the Board and the Police Association that such difference will be settled without undue delay in the following manner:

STEP #1

An aggrieved member shall first present his/her complaint orally to the most senior ranking officer on duty who oversees the member, or his/her unit, not later than the end of the next regular working day following the occurrence. The senior officer shall give his/her decision not later than the end of the second working day following the occurrence.

STEP #2

If a member wishes to appeal the decision of the senior officer (as referred to in Step #1) he or she shall submit the complaint in writing within seven (7) days from the occurrence to the Grievance Committee of the Police Association. If the Grievance Committee wish to appeal the decision of the senior officer they shall submit the grievance in writing to the Chief of Police not later than seven (7) days after the grievance has been presented to them. The Chief of Police or such other Officer as regulations allow, shall have a hearing and give his decision on the grievance in writing not later than fourteen (14) working days after the grievance was presented to him. The Grievance Committee shall not present any grievance to the Chief of Police later than fourteen (14) working days from the occurrence. If the decision of the Chief of Police or

such other Officer as regulations allow is not satisfactory to the member concerned and, if the Grievance Committee wish to appeal the decision of the Chief of Police or such other Officer as detailed, they shall submit the grievance in writing to the Secretary of the Board within fourteen (14) working days of the Chief of Police's decision. The Board will deliver its decision on the grievance within 14 days of the Board's next regularly scheduled meeting. If additional time is required, the member bringing forward the grievance and the Belleville Police Association will be advised of the delay.

ARTICLE 4 - ASSOCIATION REPRESENTATION

- 4.01** Members of the said Association shall be granted a maximum of two hundred and seventy-five (275) hours per annum to attend to Association business, including meetings and conventions. The said two hundred and seventy-five (275) hours is not cumulative from year to year. For clarification, this is a total of 275 hours combined for both the Uniform and Civilian Collective Agreements.
- 4.02** Uniform or Civilian Members of the Association Bargaining Unit – to a maximum total of 4 members – will not suffer a loss in pay for regularly scheduled hours spent in direct negotiations with the Board, up to and including conciliation.

ARTICLE 5 - SALARIES

- 5.01** Salaries shall be as outlined in Appendix "A" attached hereto.
- 5.02** **Uniform Experience Pay – 3%, 6%, 9%**
After the completion of 8, 17 and 23 years of service, uniform members will receive the following experience pay effective January 1, 2005
- 3% after the completion of 8 years service
 - 6% after the completion of 17 years service
 - 9% after the completion of 23 years service
- (a)** Experience pay only takes effect following the anniversary date of the individual member. Upon completion of the applicable number of years service, the salary increase will take effect on the anniversary date.
- (b)** Experience pay (3, 6, 9%) does not apply to overtime, court time, call out, standby or to any pay out of accumulated sick banks. The experience pay applies to the base annual salary rate only and not to any other pay provision.
- (c)** Current uniform members as of the signing date of this agreement will receive credit for all police service (uniform time) consecutive with all

police services. Members commencing employment after January 1, 2005 will not be given credit for previous years of service for the purpose of determining eligibility in relation to the 3, 6, 9% experience pay.

- (d) In determining eligibility for experience pay, only time spent in uniform (sworn) police positions will be recognized.
- (e) All qualified Breathalyzer/Intoxilyzer Technicians, Negotiators, Accident Reconstructionists, and SOCO's shall be paid \$150 by December 15th each year.
- (f) A Coach Officer shall be paid \$150 for each recruit coached.

ARTICLE 6 - HOURS OF WORK/OVERTIME/CALL OUT/COURT TIME

6.01 **FOR THOSE MEMBERS ASSIGNED TO 8 HOUR SHIFTS**, the hours of work shall be forty (40) hours per week and each member shall be allowed, while engaged in a regular eight (8) hour tour of duty, a meal period of one (1) hour, subject to the exigencies of the service. The lunch period is to be taken at the Belleville Police Service or as agreed between the member and his/her supervisor.

It is recognized by the Chief, the Board and the Association that members assigned to certain units, such as intelligence, drugs and community response require flexibility in scheduling and that these members work as required and agreed based on a forty (40) hour work week.

The members of the Criminal Investigation Branch (CIB) work a ten (10) hour shift schedule based on an average of forty (40) hours per week and work a rotating shift of days and afternoons to be determined between the Association and Chief of Police.

- (a) The normal hours of work shall be eight (8) continuous hours per day, forty (40) hours per week, or as agreed to by the Association and the Chief of Police. [Ten (10) hours per day for those assigned to CIB] The Chief of Police may implement new shift schedule arrangements after consultation and agreement with the Association.
- (b) A normal day shall include a one (1) hour lunch period to be taken during the work day, subject to the exigencies of the service. The lunch period is to be taken at the Belleville Police Service or as agreed to by the member and his/her supervisor.
- (c) Days off shall be consecutive, subject to the exigencies of the Service and the flexibility allowed those assigned to Community Response, Intelligence, Drugs and Criminal Investigations.

- (d) Shifts scheduled shall not be changed unless a minimum of forty-eight (48) hours notice is given **OR UNLESS AGREED TO BY THE MEMBER(S) AFFECTED AND THE CHIEF OF POLICE OR HIS/HER DESIGNATE.**
- (e) The Chief of Police or designate may change the shift of any member at any time in the case of an emergency.
- (f) Members may voluntarily exchange shifts or days off member for member, subject to the exigencies of the service. The substitution in shifts for one another shall not exceed one double shift in a forty-eight (48) hour period. The reciprocal arrangement shall be approved by the Deputy Chief or his/her designate and approval does not include overtime pay for the member's normal hours of work.
- (g) For those members transferred at any time during the calendar year, the hours of Accrued Time shall be pro-rated and calculated on an individual basis.

6.02 COMPRESSED WORK SCHEDULE
(12/11 HOUR SHIFTS FOR UNIFORM PLATOONS)

Those members assigned to work the compressed work schedule (11 hour day shifts/12 hour night shifts) will be those uniform members assigned to the platoons and will work subject to the following terms and conditions:

- (a) The normal hours of work for members assigned to the compressed work schedule shall be eleven (11) hours per day worked on two (2) consecutive day shifts followed by two consecutive twelve (12) hour night shifts.
- (b) A normal day shall include a lunch period(s) totaling 90 minutes (1½ hour), subject to the exigencies of the Service. The place at which the lunch period(s) are taken shall be at the Belleville Police Service or as agreed to by the member and his/her supervisor.
- (c) The normal shift shall be as follows:
Day shift 6:00 a.m. to 5:00 p.m. (8:00 a.m. to 7:00 p.m.)
Night Shift 6:00 p.m. to 6:00 a.m. (7:00 p.m. to 7:00 a.m.)

In addition, a portion of the platoon may be scheduled to work a 3:00 p.m. to 2:00 a.m. shift in lieu of the day shift listed above or 3:00 p.m. to 3:00 a.m. in lieu of the night shift as listed above, and such may be advanced or delayed to a maximum of one (1) hour at the Chief's discretion (or designate) and in agreement with the affected member.

A portion of the day shift will be required to commence their shift at 6:00

a.m. and a portion at 8:00 a.m. in order to ensure sufficient staffing during shift change.

- (d) Due to the fact that under the 12/11-hour compressed work schedule, a member works an average of 2098 hours per calendar year, a bank of 18 hours of “**Accrued Time**” is earned over the period of a year. Accrued Time may be taken off with the approval of the member’s supervisor, subject to the needs of the service and must be taken off by December 31st of each calendar year as there is no carry forward provision.

It is also agreed that Accrued Time may be used in conjunction with vacation time for the purpose of taking off a block of forty-six (46) hours (i.e. 40 hours vacation plus 6 hours Accrued Time equates to a full 46 hour block off on vacation).

- (e) For those members transferred at any time during the calendar year, the hours of Accrued Time shall be pro-rated and calculated on an individual basis.

- (f) Members may voluntarily exchange shifts or days off member for member, subject to the exigencies of the service. The substitution of shifts for one another shall not exceed one double shift in a forty-eight (48) hour period. The reciprocal arrangement shall be approved by the Deputy Chief or his/her designate and approval does not include overtime pay for the member’s normal hours of work. The members shall be responsible towards each other for repayment of the hours worked, and where a member reports sick, the member reporting sick shall be responsible to find a substitute. As an option the member reporting sick may choose to repay the hours involved from his/her time banks (accrued time, statutory time, vacation time, overtime bank), within a thirty (30) day period. If the absence/illness results in overtime expenses, such repayment shall be at that rate.

- (g) Members working the compressed work schedule (11/12 hours) shall not be permitted to exchange shifts such that they work a double shift.

- (h) Shifts scheduled shall not be changed unless a minimum of forty-eight (48) hours notice is given **OR UNLESS AGREED TO BY THE MEMBER(S) AFFECTED AND THE CHIEF OF POLICE OR HIS/HER DESIGNATE.**

6.03 IDENTIFICATION SECTION SHIFT SCHEDULE

The Constables of the Identification Branch will work two shifts, consisting of days and afternoons.

The (8) hour day shift, based on forty (40) hours per week will be worked Monday to Friday, 0900 hrs to 1700 hrs.

The (10) hour afternoon shift, based on forty (40) hours per week will be worked Monday to Thursday 1300 hrs to 2300 hrs.

6.04 OVERTIME

- (a) Any member required to work in excess of his/her regular scheduled tour of duty, shall be paid at the rate of one and one-half (1½) times their regular current hourly rate for all such time worked save and except the first fifteen (15) minutes, such time shall be included for payment. This does not apply to the fifteen minutes (15) reporting time period prior to the beginning of each regular tour of duty. A member shall have the option of taking overtime worked as either pay or compensating time off at the rates specified. The granting of time off shall be subject to the exigencies of the Belleville Police Service.
- (b) A member who reports for duty on scheduled overtime and is cancelled, shall be paid at the rate of time and one half (1½) for three (3) hours.

6.05 CALL OUT

- (a) **A call out means when a member is called in to work with less than 24 hours notice. A member who is called in to work with more than 24 hours notice will be paid a minimum of 3 hours at time and a half.**

On each call out a minimum of four (4) hours shall be allowed for the first hour or part thereof and for time beyond the first hour payment shall be at the rate of one and one-half (1½) for each of any such hours, unless the officer was called back following his tour of duty to complete any matter he neglected to complete prior to terminating his tour of duty. This time shall be cumulative and may be taken when requested by the officer, subject to the approval of the Chief of Police. This overtime may be taken in cash or days off at the option of the officer.

6.06 STAND BY

- (a) Any member who is requested to stand by on regular days off shall be granted an amount of four (4) hours pay for each of any such days, same shall include Breathalyzer and Identification Officers.
- (b) In the event of a call out, a member shall receive, in addition to the four (4) hours stand by pay, four (4) hours of regular pay for the first hour or part thereof and time and one half (1½) for time beyond the first hour required for this special call out.

6.07 COURT TIME

- (a)** A member required to make a court appearance while off duty, as a result of his/her duties as a member of the Belleville Police Service shall receive a minimum payment of three (3) hours at one and one-half (1½) times their normal straight time hourly rate of pay and shall be paid at that rate for each hour or part thereof worked in excess of the three (3) hour minimum, provided that the premium under this provision will not apply to any hours that extend into the member's regular shift. Any appearance that continues into the evening shall be at the overtime rate. All or any of this time may be taken in cash or time off at the option of the member, subject to the approval of the Chief of Police or his/her designate when taking time off.
- (b)** Any member so attending court who receives a witness fee shall turn such witness fee over to the Chief of Police, endorsed to the credit of the Belleville Police Service.
- (c)** A member required to return from annual vacation to attend at court shall have the option of having the days of attendance at court added to his/her annual vacation allotment or shall be paid for such days. A member will be compensated in the same manner for any necessary travel time beyond a two hundred (320) km radius of such court appearance.
- (d)** For the purposes of this article, Court appearances shall mean any time spent in court during the member's off duty hours including the lunch period if the court appearance extends continuously into the afternoon. The word "court" shall include criminal, quasi criminal, civil, coroner's inquest and hearings by and before other tribunals, boards and commissions having the power to enforce attendance of witnesses by subpoena.
- (e)** A member charged under the Police Services Act, will receive no court appearance fee as provided in 6.06(a) above.
- (f)** A member required to make a court appearance on the morning following attendance on a scheduled night shift shall bring such requirement to the attention of the member's supervisor for the purpose of adjusting the member's schedule to coincide with the start of the court schedule, where possible.
- (g)** A member who is off duty and required to meet or speak with the crown attorney regarding a court case will be compensated for the time spent with the crown attorney. The requirement to meet or speak must be initiated by the crown attorney and requires prior approval from a Divisional Inspector. The member shall receive a minimum payment of three (3) hours at one and one-half (1½) times their regular current hourly rate of pay. All or any of this time may be taken in cash or time off at the option of the member, subject to the approval of the Chief of Police or his/her designate when taking time off.

6.08 **TIME BANK**

Effective January 1st 2009, a member will be permitted to carry a maximum of one hundred (100) hours of accumulated overtime hours in their time bank into the next year and any overtime hours accumulated in the time bank in excess of one hundred (100) hours will be paid out to the member on the first pay in December each year at the rate of pay at that time and further that the maximum allowable time in the overtime accumulated time bank at any time during the calendar year will be two hundred (200) hours. After a member's time bank reaches two hundred (200) hours any overtime hours exceeding two hundred (200) hours will automatically be processed for payment.

Effective January 1st 2010, a member will be permitted to carry a maximum of seventy-five (75) hours of accumulated overtime hours in their time bank into the next year and any overtime hours accumulated in the time bank in excess of seventy-five (75) hours will be paid out to the member on the first pay in December each year at the rate of pay at that time and further that the maximum allowable time in the overtime accumulated time bank at any time during the calendar year will be one hundred and fifty (150) hours. After a member's time bank reaches one hundred and fifty (150) hours any overtime hours exceeding one hundred (150) hours will automatically be processed for payment.

Effective January 1st 2011, a member will be permitted to carry a maximum of sixty (60) hours of accumulated overtime hours in their time bank into the next year and any overtime hours accumulated in the time bank in excess of sixty (60) hours will be paid out to the member on the first pay in December each year at the rate of pay at that time and further that the maximum allowable time in the overtime accumulated time bank at any time during the calendar year will be one hundred and twenty (120) hours. After a member's time bank reaches one hundred and twenty (120) hours any overtime hours exceeding one hundred and twenty (120) hours will automatically be processed for payment.

6.09 **CANCELLATION OF COURT TIME**

A member shall be paid the minimum court appearance allowed for court if the member is notified of the cancellation with less than 24 hours notice. Notification shall include verbal, email, or a message left at the member's residence on file.

6.10 COURT TIME FOR RETIREES

Retired members required to attend court will be compensated at straight time at the current rate of pay for the rank that the member retired at for the hours actually in court. There will be a minimum of 3 hours payment for any retired member making such an appearance.

ARTICLE 7 - STATUTORY HOLIDAYS

7.01 Members shall be granted thirteen (13) statutory holiday days (104 hours). For the purpose of this article, Statutory Holidays means:

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

All uniform members will receive a total of one hundred and four (104) hours in Statutory Holiday time to be taken off during each calendar year. For those members working a regular rotating compressed work schedule (Uniform Platoons and CIB), the Unnamed Floater Day will be considered to be the member's birthday.

- (a)** Members assigned to regularly rotating shifts will take this time off during the year as approved by their supervisor.
- (b)** Members working non rotating shifts will normally take the statutory holiday off as it falls with the appropriate deduction from the Statutory Holiday bank. All members who are required to work on a statutory holiday shall receive one half hour credit for each hour worked. (commencing in 2010) The member will complete the applicable form, authorized by his/her supervisor and submit to Human Resources. This time will be added to the member's statutory holiday time bank (to be used as time off only)
- (c)** Each uniform member shall be granted any other holiday declared as such by the Mayor or Council of the Corporation of the City of Belleville.

7.02 A member will not be permitted to carry statutory holiday time over to the next year.

7.03 Consideration for hours actually worked on a statutory holiday, a member who is assigned to a regularly rotating shift (i.e.: uniform platoon or Criminal Investigation), and who actually works on the designated statutory holiday date shall receive one half hour credit for each hour

worked. The member will complete the applicable form, authorized by his/her supervisor and submit to Human Resources. This time will be added to the member's statutory holiday time bank (to be used as time off only)

- (a) A member who attends and works overtime or a callout on a statutory holiday shall be compensated as per the applicable overtime provisions. He/she will not be eligible for the additional half time credit.

7.04 Effective 2010, members will have the option of taking up to a maximum of 16 hours of their statutory holidays in cash. Members will notify the Chief of Police or his/her designate of this option no later than October 1st in the preceding year.

ARTICLE 8 - VACATION

8.01 For the purpose of defining "vacation", annual vacation shall be defined as starting when a member commences an absence from duty due to vacation hours (time) being deducted from his/her vacation bank and continuing until the member is scheduled to return to active duty.

- (a) For the purpose of court time and for uniform members assigned to the compressed work schedule only, vacation will be deemed to include the four (4) days off immediately prior to the first vacation hours being deducted.

8.02 After one year of service, two (2) weeks vacation shall be allowed and this shall accrue pro rata on a monthly basis, in the event the member's service is less than one calendar year the following schedule is to be used for determining annual leave:

Engagement Commenced on or before		
	Days	Hours
February 15 th	10	80
March 15 th	9	72
April 15 th	8	64
May 15 th	7	56
June 15 th	6	48
July 15 th	5	40
August 15 th	4	32
September 15 th	3	24
October 15 th	2	16
November 15 th	1	8

New members may request during the first year that vacation time be transferred into the accumulated members time bank. Vacation days can only be transferred in the amount of earned time. All such requests must be approved by the office of the Chief of Police or Deputy Chief of Police.

- 8.03** After three (3) years of service, three (3) weeks of vacation shall be allotted each member.
- 8.04** After eight (8) years of service, four (4) weeks vacation shall be allotted each member.
- 8.05** After sixteen (16) years of service, five (5) weeks of vacation shall be allotted to each member (commencing in 2010).
- 8.06** After twenty-three (23) years of service, six (6) weeks of vacation shall be allotted each member.
- 8.07** After thirty (30) years of service, seven (7) weeks of vacation shall be allotted each member.
- 8.08** For the purpose of calculating leave entitlement, all time served with the Belleville Police Service, whether under the civilian or uniform Collective Agreement, or as a sworn member of the O.P.P. or any other Ontario municipal or (Ontario military police service – commencing 2010), shall count as seniority, which shall be calculated from the member's initial enrollment date. Time served as an auxiliary member is not to be included as part of this provision.

ARTICLE 9 - HEALTH AND WELFARE BENEFITS

9.01 Changes to Benefits will be effective January 01, 2005

- (a)** The Board agrees to pay 100 percent of the cost of the plan formerly known as the Ontario Health Insurance Plan in respect to each member and for his/her spouse and dependent children, such coverage to include semi-private hospital coverage.
- (b)** The Board shall pay 100 percent of the cost of the monthly premium for a group life insurance plan, plus double indemnity in case of accidental death plus coverage for dismemberment. Life insurance shall be provided at the rate of two times (2 x) the member's salary to a maximum of One Hundred Forty Thousand (\$140,000.00) Dollars for each member. This policy to include dependent coverage at \$5,000.00 for spouse and \$2,500.00 for children.
- (c)** The Board shall pay 100 percent of the cost of the monthly premium of medical extended health care plan, updated to current fee schedules for each Association member, their spouse and/or dependent children.
- (d)** The Board shall pay 100 percent of the cost of monthly premiums of a dental care plan with a six (6) month recall, effective January 1, 2005,

updated to current O.D.A. fee schedules for each member, their spouse and/or dependent children. The Board will continue to pay 100 percent of the premiums for orthodontics for a member, member's spouse and a member's dependent children (18 years and under and 25 years and under if a student), subject to a Three Thousand Dollar (\$3,000.00) lifetime maximum, 50/50 co-insurance.)

- (e) The Board agrees to pay Crowns and Bridges for members only on a 50/50 co-insurance; repairs up to \$1,500.00 per year, (Total replacement every five (5) years to a maximum of \$1,500.00.)
- (f) The Board will pay 100 percent of the premiums for vision care up to Three Hundred and Fifty Dollars (\$350.00) every twenty-four (24) months.

9.02 RETIRED MEMBER'S BENEFITS

- (a) The Board will pay one hundred (100%) percent of the premium as set out in Article 9.01(a), (c), (d), (e) and (f) for those members on retirement between the age of 50 and 65 providing there is no lapse or withdrawal from the plan in force by the Board. (A go forward basis from 2008)
- (b) Article 9.02(a) of this collective agreement, as above, applies only to members retiring on or after the date of the signing of this collective agreement (those retiring after the signing of the 2008 contract). Those who retired prior to this collective agreement continue to fall under the previous agreement that was in force at the time of their retirement.
- (c) If a member retires prior to age 50 years due to health reasons, the Board may, at its discretion, and upon application by the Association to assist the member, determine the extent of any premium assistance on a case by case basis.

9.03 CARRIER DETERMINATION

In all cases, the Board shall have the right to approve the carrier and the contract for a group life insurance plan, a medical extended health care plan and a dental plan contemplated by these provisions. It is understood that the Board shall have the right to select a plan at a lower cost provided that the benefits are not substantially altered from those offered as of the signing date of this contract. The Board will consult with the Association prior to selecting any new insurance carrier for the benefits provided under this Article.

ARTICLE 10 - CLOTHING/CLEANING/FOOTWEAR REIMBURSEMENT

- 10.01** Members required to wear uniforms shall be supplied and kept supplied with such as needed. Upon retirement, resignation or termination, the last uniform and all equipment shall be returned in good repair, reasonable

wear and tear accepted.

- (a) Members assigned full time to the Criminal Investigation Branch (CIB) shall receive a total of \$1,200.00 per year for clothing, cleaning and footwear reimbursement. This shall include members assigned full time to the Court Bureau provided the member is required to attend court on a regular basis.
- (i) Members assigned full time to the Drugs/Intelligence Bureau shall receive a total of \$750.00 per year for clothing, cleaning, and footwear reimbursement. Members assigned full time to the street crime unit will fall under this article for the purpose of clothing, cleaning and footwear.
- (ii) Clothing, cleaning and footwear reimbursement payment will be payable on a quarterly basis (on the first day of January, April, July and October) to those members assigned to the above areas of the service.
- (b) All other members not assigned to the above noted positions shall receive a cleaning reimbursement of \$100.00 per year payable prior to December 1st of each year.

10.02 Members who are required to wear a uniform and are assigned accommodated duties due to pregnancy will be paid a one time clothing allowance of \$250.

ARTICLE 11 - LEAVES OF ABSENCE

11.01 COMPASSIONATE LEAVE

- (a) Members who are required to absent themselves to attend the funeral of a member of their immediate family defined as: spouse, parent, son, daughter, brother, sister, grandparents, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or any other relative living with the member shall be reimbursed for all time lost up to three (3) days except where the funeral is outside the city. In this event, additional time with pay may be granted if authorized by the Chief of Police.
- (b) One-half (1/2) day shall be granted a member required to absent themselves to attend a funeral as a pallbearer. Such time shall be with pay, provided such time is approved by the Chief of Police.

11.02 PREGNANCY AND PARENTAL LEAVE

Pregnancy and Parental Leave shall be granted in accordance with the **Employment Standards Act**. Until December 31, 1998, and until such time as the contract is renewed thereafter, members who have received

pregnancy and parental leave may apply, at least four (4) weeks in advance of the termination of the parental leave, in writing, for an extension of such leave for up to four (4) months without pay and without benefits paid by the Board. Such leave will be granted in whole or in part in accordance with the requirements of the service and the needs of the member.

Where such an extension is granted, the member may continue to receive benefits provided she agrees to pay the full cost of such benefits on a schedule as agreed between the Board and the member.

Commencing 2010, a member who is on pregnancy leave as above and who has applied for and is in receipt of Employment Insurance Pregnancy Benefits pursuant to the **Employment Insurance Act** shall be paid a supplemental employment benefit which will be equivalent to the difference between ninety percent (90%) of her regular weekly earnings and the sum of her weekly employment insurance pregnancy benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Board of the member's Employment Insurance cheque stub, as proof that she is in receipt of Employment Insurance Pregnancy Benefits, and shall continue while the member is in receipt of such benefits to a maximum period of fifteen (15) weeks. The member's regular weekly earnings shall be determined by multiplying the member's regular hourly rate on her last day worked, prior to the commencement of the leave, times the member's normal weekly hours.

The member does not have any vested right except to receive payments for the covered pregnancy leave.

A member who is on parental leave as provided under this provision and who has applied for and is in receipt of Employment Insurance Parental Benefits pursuant to the **Employment Insurance Act**, shall be paid a supplementary employment parental leave benefit. The Benefit will be equivalent to the difference between ninety percent (90%) of the member's regularly weekly earnings and the sum of the member's weekly Employment Insurance Benefits and any other earnings. Such payments shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Board of the member's Employment Insurance cheque stub as proof that the member is in receipt of Employment Insurance Parental Benefits, and shall continue while the member is in receipt of such benefits for a maximum period of ten (10) weeks. The member's regular weekly earnings shall be determined by multiplying the member's regular hourly rate on the member's last day worked prior to the commencement of the leave times the member's normal weekly hours.

The member does not have any vested right except to receive payments

for the covered Employment Insurance Parental Leave.

Subject to confirmation that payment during the Employment Insurance waiting period of two (2) weeks for both pregnancy and parental leave permissible, the Board agrees to pay ninety percent (90%) of a member's regular salary during such waiting period.

11.03 SICK LEAVE

- (a) A member shall be entitled to a credit of twelve (12) hours of sick leave for each month of service. Such credits shall be cumulative from month to month and year to year. From such credits shall be deducted the number of hours which a member is absent by reason of sickness, but not by reason of injuries received in the course of duty.
- (b) Upon retirement or discharge after a total of five (5) years of service or more, each member or their personal representative (in case of death), shall be entitled to be paid for such accumulated sick leave credits on the basis of their rate of pay at the date of leaving the service after retirement, discharge or death, provided such member is entitled to no more than an amount equal to one half (1/2) the number of sick hours standing to their credit, to a maximum of fifty percent (50%) of their salary at that time. In the event of retirement, discharge or death prior to five (5) years of service, payment for such accumulated sick leave shall be at the discretion of the Board.
- (c) When a member is required by the Chief of Police to provide a functional abilities form, the fee charged by the physician will be reimbursed.

11.04 OTHER LEAVE

Members may apply for leave for legitimate personal reasons. Such leave shall be with pay, provided the Member has time available from his/her time bank or without pay should no time be available. In no case shall leave be granted in lieu of vacation. Any such leave must be approved by the Chief of Police.

11.05 FAMILY TIME

Family time is defined as "a period of time off duty to address sudden, immediate and unexpected demands placed on an employee by the need to care for a sick child or relative."

A member, after initially submitting a request for time off as a ROT, may apply in writing to the Chief of Police within ten (10) days, clearly outlining the circumstances of the request and indicating from which time bank the

hours will be deducted.

ARTICLE 12 - PENSIONS

12.01 The members of the Belleville Police Association shall be covered by the Canada Pension Plan with equal contributions by the Association members and the Corporation of the City of Belleville.

12.02

(a) Regular OMERS FAE plan to continue as provided by OMERS Act, 1978. The Board shall provide a supplementary pension, payable in full at 60 years of age, to provide that the total pension payable from the OMERS or any former pension plan is equal to two (2%) percent of the employee's highest average sixty (60) consecutive month's earnings multiplied by his years of credited service at retirement to a maximum 35 years service. Such "credited service" to include all "True Past Service" from date of employment with the present employer, for all employees. The Board shall provide that all past service costs be paid 100% by the Corporation of the City of Belleville.

(b) OMERS CONTRIBUTIONS – EMPLOYERS AND EMPLOYEE

Both the employer and the employee will contribute to the OMERS pension plan as required and directed by OMERS. The actual amount or percentage of salary will be paid as determined by OMERS

(c) As of January 1, 2005, uniform (sworn) salaries for the purpose of OMERS shall include the member's base salary and experience pay provision.

12.03 OMERS Type 3 Supplementary Agreement providing for an unreduced early retirement pension for any member;

(a) With a normal retirement age of 60 who retires within 10 years of his normal retirement age and who has either completed 30 or more years of service with the service or is declared by the Board to be unable to perform the duties of his employment due to mental or physical incapacity, or

(b) With a normal retirement age of 65 who retires within 10 years of his normal retirement age and is declared by the Board to be unable to perform the duties of his employment due to mental or physical incapacity.

12.04 After December 31, 1967, retirement may be arranged at age sixty (60) but continuation of service beyond that age may be arranged from year to year subject to satisfactory health certificate and subject to recommendation by the Chief of Police that the Officer could usefully

serve for the next year.

12.05 The current pension plans now in effect shall remain in effect.

12.06 SURVIVOR'S PENSION

The parties, in signing this document, agree to the provision of benefits as stated, in the event a current member of the service is killed in the line of duty.

- (a) "spouse" shall mean either a man or woman who,
- (i) are married to each other,
 - (ii) not being married to each other have cohabited continuously for a period of not less than five (5) years, or in a relationship of some permanence where there is a child born of whom the member is one of the natural parents and has so cohabited within the preceding year.
- (b) "dependent child" shall mean a member's child who is:
- (i) an unmarried person under the age of eighteen (18) years;
 - (ii) an unmarried person over the age of eighteen (18) years but less than twenty-five (25) years of age and is in full-time attendance at a school, community college, university or other educational institute;
 - (iii) a person over the age of eighteen (18) years who, by reason of mental or physical disability, is unable to earn a livelihood.

12.07 SALARY AND BENEFITS

Where a member is killed or dies as a direct result of injuries received in the performance of his or her duties as a police officer, leaving a spouse and/or any dependent child or children, the Board shall pay to such spouse or dependent child or children, as the case may be, a supplementary monthly payment, in an amount which, taken together with any existing governmental payments made pursuant to Workers' Compensation Act (WSIB), or the Canada Pension Plan, or payments made pursuant to the OMERS plan, will equal one hundred (100) percent of the disposable after tax income of the deceased member, based on the member's salary at the time the payments are made.

The intent of this section is to provide the same level of after tax income to the spouse or child/children that would have been received had the member not died. Such payment will be provided for a maximum period of five (5) years or until the survivor remarries or the equivalent.

The supplementary monthly payments provided for dependent children will cease when they cease to be dependent as herein defined.

The Board agrees to pay 100% of the billed premiums provided in this contract for the member's surviving spouse and dependent children for a period of five (5) years after the member's death. Thereafter, the survivor may continue such benefit coverage upon paying 100% of the premiums to the Board until the survivor reaches age sixty-five (65).

ARTICLE 13 - SERVICE BARS

13.01 There shall be provided a service bar or service emblem for each five (5) years of service with the Belleville Police Service.

ARTICLE 14 - TRANSPORTATION

14.01 Members, when required to travel for departmental business or when on courses of instruction outside the City of Belleville, shall be paid for mileage at the current rate established for the City of Belleville when the member is required to use his/her own vehicle.

(a) If a police service vehicle is available the member will be required to take that police service vehicle.

(b) If a member chooses to take his or her own vehicle, despite there being a police service vehicle made available to him/her, the member will be reimbursed for actual gas expenses only. The service will provide the member with a service credit card or the member will be reimbursed for the fuel receipts submitted.

(c) A member will be compensated for travel time to and from a course of instruction at overtime rates (time and one half) when no overnight accommodation is required and the course and travel time continue beyond their shift.

(d) A member required to travel to a course of instruction where overnight accommodation has been approved will be granted a travel day.

14.02 RECRUIT EQUIPMENT/RECRUIT TRAINING AND TRAVEL

The Board shall pay out-of-pocket expenses of personnel attending at Ontario Police College, Aylmer as follows:

(a) The Belleville Police Service will provide up to Two Hundred Dollars (\$200.00) to uniform members attending the Ontario Police College Recruit Training Course (Basic Constable Course) for the purchase of suitable athletic shoes, clothing and equipment upon provision of receipts.

- (b) An allowance of Eighty-Five Dollars (\$85.00) per week for the duration of the course for the expenses of traveling home for such leaves as may be available that are not covered by any other allowances. The same to be paid only when the **member** attending the course actually returns to their home.

ARTICLE 15 - PROMOTION – PROMOTIONAL EXAMINATION

15.01 All members who have successfully completed the promotional examination will be eligible to enter any competition for promotion to the rank, which they have qualified. A member will only be permitted to write the Ontario Police College Promotional Examination for one (1) rank above their current/permanent rank.

15.02 When a full time vacancy occurs in a rank, and that rank is to be filled, it will be filled by the most qualified member on the current promotional list for that rank as determined by the agreed to policy for promotion within the Belleville Police Service. All steps involved in the promotional competition will be posted for the information of all members.

If a full time vacancy occurs in a rank, and there is no current promotional list, a competition will be held at that time in order to identify the highest-ranking candidate for promotion to that rank.

The Board and the Association agree that a member must be physically able to perform the role to which he or she would be promoted prior to being promoted.

15.03 TEMPORARY AND SHORT TERM ACTING RANKS

(a) A member who is assigned temporarily to perform the duties of a higher rank, or position with a higher rate of pay, shall be compensated at the rate of pay for that higher rank or position, including ranks and positions that are outside the member's bargaining unit. No member will be compensated for more than one (1) rank above their normal rank.

(b) Where a member is temporarily assigned to perform the duties and responsibilities of a position or rank not covered by this agreement, the member shall retain the member's rights and obligations under this agreement.

(c) A member shall not be assigned temporarily to a rank or position for a period of greater than six (6) months duration without consultation and agreement between the Chief of Police and the Executive of the Association. Temporary assignments to a higher rank or position shall be assigned to members on the basis of successfully passing the Ontario

Police College (OPC) promotion exam as set out in the promotional procedure, provided the member is able to fulfill the requirements of the higher position or rank. Once a member has successfully passed the Ontario Police college supervisory examination (Constable to Sergeant, Sergeant to Staff Sergeant) there is no further requirement for the member to re-write the examination to continue to qualify to act. Should a member choose to re-write the promotional exam, they must be successful; failure will disqualify the member from acting.

- (d) If an acting position must be filled for more than one (1) month, on a continual basis, that position will be filled by a member on the promotional list for that rank (providing one of the members on the promotional list desires to fill that position - which may require a temporary transfer).

15.04 A member fulfilling an acting supervisory role shall be paid at the rate of pay (hourly) for the position being filled. A member who is eligible for and receives seniority pay (i.e. 3, 6, 9% under Article 5.02 shall continue to be paid at that rate. In addition, the member will receive the difference in base salary between his/her permanent rank and the base salary rate for the rank that he/she is acting in for each of the hours worked in the higher rank. This rate of pay will be calculated on an hourly rate for each hour in the higher rank.

ARTICLE 16 - CLASSIFICATIONS

16.01 All members shall be entitled to reclassification annually, where such reclassification is available. A member, who is eligible for reclassification and is to be deferred, shall be notified in writing, by the Chief of Police within thirty (30) days of their eligibility date outlining the reasons for deferment.

ARTICLE 17 - DISABILITY PAY

17.01 A member prevented from performing his/her regular assigned duties on account of an occupational accident that is recognized by the Workplace Safety Insurance Board (WSIB) as compensable, within the meaning of the Act, shall continue to receive regular compensation from the Belleville Police Services Board, subject to the following:

- (a) The member, if able, and otherwise his or her supervisor, shall cause notification to be made immediately (generally within normal administrative working hours), of the lost time injury or injuries, where medical attention has been administered, to the Deputy Chief and the Human Resource/Finance Administrator;
- (b) In consideration of continued compensation provided by Article 17.01 above, the member will remit any cheque received from the WSIB to the Human Resource/Finance Administrator; and

- (c) In the event the member's claim to benefits is not accepted as a compensable injury, by the Workplace Safety Insurance Board (WSIB), the member's cumulative sick bank credits and other such credits that may be converted to cash or time, may be used by the Board to reimburse the Board for compensation provided by Article 17.01.
- 17.02** A member, so injured in accordance with Article 17.01, with an absence known or expected to exceed 14 days from the date of injury, shall have their schedule adjusted Monday to Friday - 08:00 a.m. to 4:00 p.m. for the duration of the absence.
- 17.03** All members affected by Article 17.02 above, shall be re-assigned to administrative duties under the Deputy Chief. The Deputy Chief will be responsible for managing the absence from work, in appropriate instances the development of an accommodation plan as well as providing for retraining and vocational rehabilitation, if necessary.
- 17.04** Upon receipt of a medical certificate that the injured member can return to regular assigned duties, the Deputy Chief will endeavor to return the member to the pre-injury position held by the member, unless an accommodation plan dictates otherwise.
- 17.05** Any member who is absent from duty, as a result of sickness or a compensable injury in excess of **30** days duration, the Deputy Chief shall cause a report to be submitted to the Chief of Police outlining the extent of the injury and efforts being made to accommodation of the member's return to work.
- 17.06** The member so affected by injury, illness or disability, assisted by the Association, shall participate in the development of an accommodation plan and/or assistance toward long term disability benefit application. Such payment referred to in 17.01 shall be made by the Board during the first six (6) months of the disability, and thereafter such payment or part payment shall be at the discretion of the Board.
- 17.07** The Association shall be kept informed, in writing, throughout the processes listed above.

ARTICLE 18 - LEGAL INDEMNIFICATION

- 18.01** The Board's Legal Indemnification policy is established in accordance with the provisions of Section 31(1)(h) of the **Police Services Act**.
- 18.02** The Board may indemnify a member for reasonable legal costs incurred:

- (a) In the defense of a civil action, if the member is not found to be liable;
- (b) In the defense of a criminal prosecution, if the member is found not guilty;
- (c) In respect of any other proceedings in which the member's manner of execution of the duties of his or her employment was an issue, if the member is found to have acted in good faith;
- (d) There shall be a presumption that acts or omissions of the subject officer were undertaken in good faith unless the contrary is proven. "Good Faith" means the exercise of good judgment in doing everything that could reasonably be expected while bearing in mind the nature of the incident.

18.03 The indemnification of legal costs incurred by members shall be based upon the following principles:

- (a) The Board shall only be responsible for reasonable costs incurred by the member;
- (b) The legal costs incurred by a member may be subject to assessment before the Assessment Officer before they are paid to a member;
- (c) Reasonable legal costs shall only be paid after the member is exonerated by the legal process;
- (d) Indemnification in civil proceedings shall only apply in circumstances where the Board is not vicariously liable for the actions committed by the member of the service or where representation of the Board and the member of a single solicitor is inappropriate.
- (e) Indemnification for legal costs will not occur until the conclusion of the proceedings to which the member is a party and the final result is ascertained.
- (f) Indemnification for legal costs shall only be available to members of the service who are parties to any legal proceedings.

18.04 Where a member requires immediate legal assistance for an SIU or criminal investigation, a member may select legal counsel of their choice, but such selection is subject to the approval and continued approval of the Chief of Police and the Executive of the Association. Where a member appears to have been acting in good faith, the initial authorization and the continued authorization of the payment of such legal counsel's fees shall be made by the Chief in accordance with the provisions of this Article.

The Chief of Police in determining the need to authorize counsel, for a member, shall consider the best interests of the member, the Belleville Police Service and the Belleville Police Services Board.

ARTICLE 19 - CONTRACTING OUT

Except to the extent and degree agreed upon by the parties, no work customarily performed by a member covered by this Agreement shall be performed by a person who is not a member.

ARTICLE 20 - BOARD INFORMATION TO THE ASSOCIATION

At the request of the Association, the Board shall provide to the Association, as soon as possible and in any event within 60 days, with the following in writing:

- (a) The last Board financial statement (From Public Board Meeting)
- (b) The approved detailed operating budget of the service
- (c) Details of any costing in relation to different policing options for the City of Belleville
- (d) The most recent demographic information with regard to the members of the Service.

ARTICLE 21 - BENEFITS, ACCUMULATED BENEFIT ENTITLEMENTS

- 21.01 In the event of the death of a member, all entitlements to the members credit under this collective agreement that would be owed to the member had he/she retired or terminated employment at the time of their death, will be paid to the estate of the member by the Board.

ARTICLE 22 - TRANSFER OF TIME TO OTHER MEMBERS

- 22.01 Members may transfer time from their Statutory Holidays or Overtime Banks to another member in lieu of working a shift for the other member, subject to the approval of the Chief of Police or designate.
- 22.02 The transfer of time cannot be converted to cash, with accumulation not to exceed 50 hours and must be used in the year it was transferred (unless transferred after December 15th and then within the first three months of the following year).
- 22.03 Members may transfer time from their Statutory Holidays or Overtime Banks to cover a member who does not have enough sick time to cover them during an illness up until LTD would apply. (2010)

ARTICLE 23 - DURATION

- 23.01 This agreement shall become effective from the date of signing and will be

effective January 1st, 2009 and this agreement will expire on December 31st, 2011 but will remain in force until replaced by another agreement.

SIGNED AT BELLEVILLE THIS _____ DAY OF _____ 2009.

FOR THE ASSOCIATION:

FOR THE BOARD:

President

Robert Dolan, Chairperson

Vice-President

Marg Wagner, Vice-Chairperson

Secretary

Civilian Member

APPENDIX "A" - SALARY SCHEDULES

Salary Period	Jan. 1, 2009 3%	Jan. 1, 2010 3%	Jan. 1, 2011 3.15%
Constable			
1st Class (Base)	\$77,401	\$79,723	\$82,234
1st – 8-16 yrs (3%)	\$79,723	\$82,115	\$84,701
1st – 17-22 yrs (6%)	\$82,045	\$84,506	\$87,168
1st – 23+ yrs (9%)	\$84,367	\$86,898	\$89,635
Constable			
2nd Class	\$68,905	\$70,972	\$73,208
3rd Class	\$59,343	\$61,123	\$63,048
4th Class	\$48,130	\$49,574	\$51,136
Detective Constable (102%)			
Sgt. I (Base)	\$78,949	\$81,317	\$83,879
Sgt. I – 8-16 yrs (3%)	\$81,317	\$83,757	\$86,395
Sgt. I – 17-22 (6%)	\$83,686	\$86,196	\$88,912
Sgt. I – 23+ yrs (9%)	\$86,054	\$88,636	\$91,428
Sergeant I (108%) (0 – 12 months)			
Sgt. I (Base)	\$83,593	\$86,101	\$88,813
Sgt. I – 8-16 yrs (3%)	\$86,101	\$88,684	\$91,477
Sgt. I – 17-22 (6%)	\$88,609	\$91,267	\$94,142
Sgt. I – 23+ yrs (9%)	\$91,116	\$93,850	\$96,806
Sergeant II (113%) (over 12 months)			
Sgt. II (Base)	\$87,463	\$90,087	\$92,924
Sgt. II - 8-16 yrs (3%)	\$90,087	\$92,790	\$95,712
Sgt. II – 17-22 (6%)	\$92,711	\$95,492	\$98,499
Sgt. II – 23+ yrs (9%)	\$95,335	\$98,195	\$101,287
Staff I (116%) (0 – 12 months)			
Staff I (Base)	\$89,785	\$92,479	\$95,391
Staff I – 8-16 yrs (3%)	\$92,479	\$95,253	\$98,253
Staff I – 17-22 yrs (6%)	\$95,172	\$98,028	\$101,114
Staff I – 23+ yrs (9%)	\$97,866	\$100,802	\$103,976
Staff II (125%) (over 12 months)			
Staff II (Base)	\$96,751	\$99,654	\$102,793
Staff II – 8-16 yrs (3%)	\$99,654	\$102,644	\$105,877
Staff II – 17-22 yrs (6%)	\$102,556	\$105,633	\$108,961
Staff II – 23+ yrs (9%)	\$105,459	\$108,623	\$112,044