

Wages eff:
9-01-01

| | | | |
|-------------------|------|----|----|
| SOURCE | City | | |
| EFF. | 92 | 07 | 30 |
| TERM. | 92 | 12 | 31 |
| No. OF EMPLOYEES | 5 | | |
| NOMBRE D'EMPLOYÉS | 5 | | |

A COLLECTIVE AGREEMENT

BETWEEN

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

and

THE BELLEVILLE POLICE SERVICE SENIOR OFFICERS' ASSOCIATION
(hereinafter referred to as "the Association")

ARTICLE 1 - RECOGNITION AND RELATIONSHIP

- 1.01 The Board recognizes the Association as the exclusive bargaining agent for the Senior Police Officers of the Belleville Police service and the Civilian employees employed in a supervisory or confidential capacity as defined in section 114 of the Police Services Act, 1990, c.10 as amended.
- 1.02 The Parties agree that any eligible police officer or civilian employee of the Board may become a member of the Association,
- 1.03 The Parties agree that there will be no discrimination, interference, restraint, or coercion practised by either party because of an individual's membership or non-membership in the Association.
- 1.04 In this agreement words importing male persons shall be taken to include female persons and words in the singular include the plural where appropriate in the context.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Board agrees to exercise its functions in accordance with the provisions of the Police Services Act, the regulations appended thereto, and the terms of this collective agreement.
- 2.02 Where the terms of the 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 of the Regulations shall prevail.

ARTICLE 3 - GRIEVANCE PROCEDURE

- 3.01 Any difference between the parties relating to the interpretation, application or administration of this agreement shall be dealt with as hereinafter provided.
- 3.02 A member will have no grievance unless he has brought a complaint to the attention of his immediate supervisor within five (5) calendar days, of the event giving rise to the complaint.
- 3.03 Where the supervisor does not render a satisfactory decision to the member within five (5) calendar days of

the filing of his complaint, such complaint shall be put in writing, stating the nature of the complaint, the article(s) alleged to have been violated, and the remedy sought, to the Chief of Police, or his designate, no later than fifteen (15) calendar days following the original date of the filing the complaint.

- 3.04 The Chief, or his designate, shall hold a meeting within five (5) calendar days of the receipt of the written grievance to hear submissions by the member. The member may, if he chooses, be accompanied by an Association representative.
- 3.05 The Chief, or his designate, shall, within five (5) calendar days of such meeting respond to the member in writing, outlining his decision.
- 3.06 If the matter remains unresolved, the Association may refer the matter to the Board within five (5) calendar days of the receipt of the decision under 3.05.
- 3.07 The Board shall meet with a representative of the Association, and the grievor, no later than its next regular meeting and shall render a decision in writing within ten (10) calendar days of such meeting.
- 3.08 If the issue still remains unresolved the Association may refer the grievance to arbitration in accordance with the provisions of section 123 of the Act within ten (10) calendar days of the issuance of the Board's response under 3.07 above.
- 3.09 Failure to comply with the time limits herein, without the express written permission of the other party, will be deemed to mean, in the case of the Board, a denial of the grievance and in the case of the Association, the abandoning of the grievance.
- 3.10 Every member shall be entitled to review his file upon prior notice, up to two (2) times in each calendar year, and upon being counselled .

Nothing in the file will be used against a member until it has been brought to his attention.

ARTICLE 4 • ASSOCIATION REPRESENTATION

- 4.01 The Board agrees to recognize one (1) member of the Association as the Association representative who shall represent the Association at grievances or other meetings where the Association is invited to attend.

- 4.02 There shall be a bargaining committee of up to three (3) members of the Association, at least one of whom shall be a civilian member, and one of whom shall be the Association representative, who will meet with the Board from time to time for the purpose of negotiating amendments to this agreement.
- 4.03 Upon application in writing to the Chief of Police, the Association representative may be granted leave with pay to attend conventions or meetings on behalf of the Association. Such time off with pay shall not exceed an aggregate of ten (10) days in any calendar year and shall be subject to the exigencies of the Service.
- 4.04 The Board agrees to deduct such dues as the Association instructs, and remit the same to the Association. The Association agrees to save the Board harmless for all dues so deducted.

ARTICLE 5 - SENIORITY

- 5.01 Seniority shall be based on a member's service with the Belleville Police Service.
- 5.02 For the purposes of selecting annual leave, seniority in the rank will prevail.

ARTICLE 6 - HOURS OF WORK

- 6.01 Hours of work and schedules shall be as determined by the Chief, but in any case shall be forty (40) hours per week.
- 6.02 Where a member is authorized to work in excess of his normally scheduled hours of work, and does so, he shall receive pay at the rate of one and one-half times his regular hourly rate of pay for all hours so worked. In the alternative he may take time off at a time agreed to between the member and the Chief.
- 6.03 (a) Any member required to return to work as a result of a call-back shall be allowed, for the first hour or part thereof, a minimum payment of four hours at his regular straight time hourly rate of pay, and for time beyond the first hour, payment at the rate of time and one half his regular straight time hourly rate. This payment may be taken as cash or days off, at the option of the member, and repayment of days off shall be subject to the approval of the Chief.

- (b) Any uniform 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.

In the event of a callback, the member shall receive, in addition to the four (4) hours stand by pay, call back pay as defined in (a) above.

- (c) A uniform member required to make a court appearance on an off duty day shall receive a minimum payment of three hours at one and one half times his 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 hour minimum, provided that the premium will not apply to any hours which extend into the members regular shift.

ARTICLE 7 - PAID HOLIDAYS

- 7.01 (a) Uniform members shall be granted eleven (11) days pay to be paid at the time of taking Annual Leave in lieu of Statutory Holidays, namely:

| | |
|----------------------|------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | Labour Day |
| August Civic Holiday | |

- (b) Civilian members shall be granted eleven (11) statutory holidays as listed above.
- (c) Civilian members shall be granted any other day proclaimed by the Mayor, or Council of the Corporation of the City of Belleville.

7.02 Civilian members shall be entitled to receive such declared holidays off.

7.03 A civilian member required to work on any of the days named in Article 7.01 above shall be paid at one and one half times her regular straight time hourly rate of pay for each hour so worked in addition to one days pay. It is understood that the member may request a lieu day off with pay instead of receiving the additional days pay, at a time mutually agreed between the member and the Chief.

ARTICLE 8 - VACATIONS

- 8.01 The annual leave period shall be at the discretion of the Chief, but in any event, all vacation to which a member is entitled shall be taken by December 31 of each year. Where a member has not scheduled his vacation by November 1, the Chief may schedule it for him.
- 8.02 Vacation entitlement in any year shall be based on years of service, and shall be as follows:
- (a) After one year of service, two (2) weeks vacation shall be allowed and this shall accrue on a prorata basis if the members service is less than one calendar year.
 - (b) After three (3) years of service, three (3) weeks of vacation.
 - (c) After ten (10) years of service, four (4) weeks of vacation.
 - (d) After eighteen (18) years of service, five (5) weeks of vacation.
 - (e) After twenty five (25) years of service, six (6) weeks of vacation.
- 8.03 Where at least two (2) weeks of leave are not granted between June 1 and September 30, the member shall receive compensation in the amount of fifty dollars (\$50.00) to each week not so allotted, to a maximum of one hundred dollars (\$100.00)

ARTICLE 9 - HEALTH AND WELFARE BENEFITS

- 9.01 The Board agrees to pay the premiums for the benefits as outlined below for each member in the service of the Board in accordance with the terms and conditions of the carrier.
- (a) 100% of the billed premium for a group life insurance plan, including accidental death, in the amount of two times (2X's) annual earnings to a maximum of one hundred and thirty thousand dollars (**\$130,000**). Spousal coverage of five thousand dollars (\$5,000.00) and dependant coverage of two thousand dollars (\$2000.00) is also included.

- (b) 100% of the billed premium for an Extended Health Care Plan for each member and his dependants.
- (c) 100% of the billed premium for a Dental Care Plan providing for the current ODA fee schedules for each member and their dependants.

9.02 The Board will pay the premiums as set out in Article 9.01 (b) and (c) for those members on retirement between the ages of sixty (60) and sixty-five (65) provided there is no lapse or withdrawal from the plan if:

- (a) the member retires at age sixty (60); or
- (b) the member retires at age fifty-five (55) and pays the premiums required to maintain coverage until age sixty (60); or
- (c) the member retires pursuant to the "eighty-five" factor, having completed thirty full years of active service, and pays the premium until age 60.

ARTICLE 10 - LIABILITY INSURANCE

10.01 The Board shall make sure the Corporation carries liability insurance in a form satisfactory to the City Solicitor to insure a member against costs in civil actions arising out of acts done by him (them) in the performance of his police duties. On completion of any investigation on behalf of the Board, an Association member shall be advised by the Chief of Police in writing, as of the decision whether or not the judgements and costs shall be accepted by the Board and such notifications to be within a thirty (30) day period.

ARTICLE 11 - CLOTHING ALLOWANCE

- 11.01 (a) Members required to wear uniforms shall be supplied with such as needed. Upon retirement, resignation or termination, the last uniform and all equipment shall be returned.
- (b) Uniform members required to wear plain clothes in any calendar year, shall receive a clothing reimbursement of \$650.00 payable prior to January 15 of each year.

- (c) Uniform members shall receive a cleaning reimbursement of \$190.00 per annum, payable prior to December 1 of each year .

ARTICLE 12 - LEAVES OF ABSENCE

12.01 Compassionate Leave

- (a) Members who are required to absent themselves to attend the funeral of a member of the immediate family defined as: spouse, father, mother, son, daughter, brother, sister, grandparents, father-in-law, mother-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 at the discretion of the Chief.
- (b) One half day shall be granted the member required to absent himself to attend a funeral as a pall bearer. Such time shall be with pay, provided such time is approved by the Chief of Police.

12.02 Pregnancy/Parental Leave

Pregnancy and/or parental leave shall be granted to eligible members with at least thirteen (13) weeks service with the Service, in accordance with Bill 14.

12.03 Personal Leave

Unpaid leave for personal reasons may be granted by the Chief, provided adequate notice is given in writing and subject to the requirements of the Service.

12.04 Sick Leave

- (a) A member shall be entitled to a credit of one and one half (1 1/2) days 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 days or part days 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 that such member is entitled to no more than an amount equal to one half (1/2) the number of days standing to his credit, to a maximum of fifty percent (50%) of his salary at that time. In the event of retirement, discharge, or death prior to five years of service, payment for such accumulated sick leave shall be at the discretion of the Board.

- (c) Notwithstanding the above, a newly hired member to the Belleville Police Service shall not be entitled to accumulate more than two thousand and eighty hours (2080) of sick credits under (a) above.

ARTICLE 13 - PENSIONS

- 13.01 The current pension plans now in effect shall remain in effect.

ARTICLE 14 - SERVICE PAY

- 14.01 Members of the Association shall receive service pay as follows:

| | |
|--|----------|
| 5 years of continuous service | \$ 70.00 |
| 10 years of continuous service | 130.00 |
| 15 years of continuous service | 190.00 |
| 20 years of continuous service | 250.00 |
| 25 or more years of continuous service | 310.00 |

ARTICLE 15 - ARBITRATION

- 15.01 The provisions of the Police Services Act shall apply.

ARTICLE 16 - TRANSPORTATION

16.01 Members, when required to travel for departmental business or when on courses of instruction outside the city of Belleville, shall be reimbursed in accordance with the mode of travel as directed by the Chief. If the member is required to use his personal vehicle, he shall be paid twenty-seven and one half cents (27 1/2) per kilometre.

If the course is longer than one week, and if the member chooses to return to Belleville, such member shall be reimbursed for transportation fees in accordance with the mode of travel as directed by the Chief.

ARTICLE 17 - SPECIAL CONSIDERATIONS

17.01 Members who are approved by the Board to attend any approved course of learning or training to complement their knowledge, may be granted necessary time off with pay and may have all fees for registration, tuition, text books, visual aids and incidental expenses paid for by the Board. Such approval shall be in the complete and uncontrolled discretion of the Board.

ARTICLE 18 - WORK IN A HIGHER RANK

18.01 Where a civilian member works in a higher paying classification, she shall receive as follows:

- (i) where the absence is the result of vacation lasting five (5) days or longer, such member shall be paid at the rate of pay in the higher classification that results in an increase, from the first day of such absence;
- (ii) in all other absences, such member shall be paid at the rate in the higher classification that results in an increase, from the third day of such absence.

ARTICLE 19 - PROMOTIONS

19.01 Acting capacity for uniform ranks will be limited to one (1) year unless thirty (30) days prior to the expiration of said year, the Chief advises the member concerned, in writing, that a further six (6) months is required to decide whether the rank should be confirmed or whether

the member should revert to a lower rank. The thirty (30) day period referred to above may be waived in the event that in the final thirty days of the year a member who was otherwise to have been confirmed acts in such a way as to cause the Chief to require a further six months before confirmation is made.

19.02 A civilian member who is eligible for reclassification, and who is deferred, shall be notified in writing by the Chief within thirty (30) days after their eligibility date, giving reasons for the deferment.

ARTICLE 20 - TERM

20.01 This agreement shall remain in effect from the date of signing until December 31, 1992, and shall be continued until such time as a new agreement is concluded.

SIGNED AT BELLEVILLE THIS 30th DAY OF JULY, 1992

FOR THE ASSOCIATION

[Signature]
[Signature]
[Signature]
[Signature]

FOR THE BOARD

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

SCHEDULE "A"Uniform

| | <u>01/01/91</u> | <u>01/09/91</u> | <u>11:59p.m.31/12/91</u> | <u>01/01/92</u> |
|--|-----------------|-----------------|--------------------------|-----------------|
| Inspector | \$57563 | \$58620 | | \$60379 |
| Inspector II | | | \$63115 | \$65008 |
| (After 12 months of service satisfactory to the Chief) | | | | |

Civilian

Executive Administrative Secretary

| | 1 | 2 | 3 | 4 | 5 |
|----------|---------|---------|---------|---------|---------|
| 01/01/91 | \$29600 | \$30988 | \$32375 | \$33763 | \$34688 |
| 01/09/91 | \$30144 | \$31557 | \$32970 | \$34383 | \$35325 |
| 01/01/92 | \$31048 | \$32504 | \$33959 | \$35415 | \$36385 |

Assistant Executive Administrative Secretary

| | 1 | 2 | 3 | 4 | 5 |
|----------|---------|---------|---------|---------|---------|
| 01/01/91 | \$26363 | \$27750 | \$29138 | \$30525 | \$31450 |
| 01/09/91 | \$26847 | \$28260 | \$29763 | \$31086 | \$32028 |
| 01/01/92 | \$27652 | \$29108 | \$30563 | \$32019 | \$32989 |

NOTE Should the Uniform members 1992 salary be adjusted after subsequent negotiation/arbitration, a similar adjustment shall be made to the salaries hereinabove.